



NEW SOUTH WALES  
**INDUSTRIAL GAZETTE**

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## CONTENTS

Vol. 327, Part 5

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Pages 1019 — 1256

	Page
Awards and Determinations —	
Awards Made, Varied or Rescinded—	
Australian Jockey Club-Electrical and Plumbing Enterprise Award 2000	(AIRC) 1168
Canteen &c., Workers (State)	(VIRC) 1247
Crown Employees (Police Service of New South Wales (Nurses))	(RIRC) 1128
Draughtsmen, Planners, Technical Officers, &c. (State)	(RIRC) 1058
Farriers (State)	(RIRC) 1019
Footwear Manufacturing Industry (State)	(VIRC) 1251
Forestry Commission of New South Wales (Trading as State Forests of NSW) Senior Staff	(RIRC) 1122
Gomail NSW Enterprise	(AIRC) 1138
Hairdressers' &c., (State)	(VIRC) 1254
Harper Collins Publishers Distribution Services Award 2002	(AIRC) 1210
Ice Cream Makers (State)	(RIRC) 1037
Mannequins and Models (State)	(VIRC) 1232
Nurses, &c., Other Than In Hospitals, &c., (State)	(VIRC) 1233
Occupational Health Nurses (State)	(VIRC) 1235
Pastoral Employees (State)	(VIRC) 1239
Refinery Operators Shell Refining (Australia) Pty Ltd Award 2000	(AIRC) 1181
Social and Community Services Employees Rates of Pay (State)	(VIRC) 1249
Sydney Aquarium Staff (State) Award 1998	(RIRC) 1147
TAB Clerical and Administrative Staff Phonetab Operators Award 2000	(VIRC) 1231
Van Salesmen (State)	(VIRC) 1237
	(VIRC) 1238
Obsolete Awards —	
Draughtsmen, Planners, Technical Officers Family Leave Provisions (State)	1256
Draughtsmen, Planners, Technical Officers, &c., Redundancy (State)	1256

INDEX FOR VOLUME 327

END OF VOLUME 327 OF THE N.S.W. INDUSTRIAL GAZETTE

**FARRIERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2953 of 2000)

Before Mr Deputy President Sams

13 June 2001

**REVIEWED AWARD**

Clause No.	Subject Matter
1.	Terms of Employment
2.	Anti-Discrimination
3.	Hours of Work
4.	Rates of Pay
5.	Tool Allowances
6.	Apprenticeship Wages
7.	Meals/Breaks
8.	Racecourse Work
9.	Casual Employees
10.	Reimbursement of Travelling and Other Expenses Incurred
11.	Holidays
12.	Sick Leave
13.	Personal Carers Leave
14.	Bereavement Leave
15.	Annual Leave
16.	Annual Holiday Loading
17.	Long Service Leave
18.	Payment of Wages
19.	Redundancy
20.	Dispute Procedure
21.	Savings Clause
22.	Area, Incidence and Duration

**MONETARY RATES AND ALLOWANCES****SCHEDULE 1**

Table A—Clause 3—Rates of Pay
Table B—Clause 5—Tool Allowances
Table C—Clause 6—Apprentice Wage Rates
Table D—Clause 7—Racecourse Work Allowances

**1. TERMS OF EMPLOYMENT**

All employees shall be engaged on either a full-time, part-time or casual basis. Such employment may be terminated by the giving of notice by either party at any time. The period of such notice shall be not less than 40 ordinary working hours commencing from the time of giving notice. An employer failing to give such notice shall pay 40 hours ordinary pay in lieu thereof.

## 2. ANTI-DISCRIMINATION

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

### NOTES

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

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

## 3. HOURS OF WORK

- (i) The ordinary working hours shall not exceed 8 hours on any day or 40 hours in any week, to be worked Monday to Friday, inclusive, between the hours of 6 a.m. and 5 p.m.
- (ii) No employer shall work an employee before or after the hours abovementioned, whether as overtime or otherwise, and no employee shall work in the employ of an employer before or after the hours abovementioned whether as overtime or otherwise: Provided that an employee shall be allowed to work not more than ten minutes after the ordinary ceasing time when necessity requires it, without payment of any overtime, and shall in such case cease work ten minutes earlier on the next full working day.
- (iii) Except in the case of racecourse work as prescribed in clause 8, Racecourse Work, work to which this award applies shall not be performed between the ceasing time of each day and the next commencing time as prescribed in this clause. The hours of Saturday, Sunday and each award holiday and the hours immediately succeeding the ceasing time of the next preceding working day before each such Saturday, Sunday or holiday shall be hours prohibited by this award for the performance of the class of work prescribed by clause 4, Rates of Pay, of this award.

#### 4. RATES OF PAY

- (a) Rates of Pay prescribed by this award are set out in Table A Rates of Pay in Schedule 1
- (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2000. These adjustments may be offset against:
  - (i) any equivalent overaward payments, and/or
  - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

#### 5. TOOL ALLOWANCE

- (i) A Tradesperson shall be paid an allowance set out in Table B of Schedule 1 for supplying maintaining tools ordinarily required in the performance of their work as tradesperson. The allowance shall apply for all purposes of the award.
- (ii) Where it was the practice as at 5 November 1979 for the employer to provide all tools ordinarily required by tradesperson in the performance of their work, the employer may continue that practice and in that event the allowance prescribed in paragraph (i) hereof shall not apply to a tradesperson.
- (iii) Notwithstanding paragraphs (i) and (ii) hereof, an employer shall provide for the use of a tradesperson all necessary power tools, special purpose tools, precision measuring instruments and for sheet metal workers, snips used in the cutting of stainless steel monel metal and similar hard metals.
- (iv) A Tradesperson shall replace or pay for any tools supplied by their employer if lost through their negligence.

#### 6. APPRENTICESHIP WAGES

- (i) The minimum weekly rates for Apprentices shall be those set out in Table C of Schedule 1 as follows:
- (ii) Tool Allowance shall be paid to Apprentices in addition to their weekly rate of pay in accordance with the rates set out in Table B of Schedule 1 -

This allowance shall apply for all purposes of the award. The conditions of employment relating to the method of payment, award holidays and conditions, hours of employment and sick leave, shall be those applicable to journeymen covered by this award.

#### 7. MEALS/BREAKS

Each employee shall be entitled to a meal break of one hour commencing not more than five hours after the commencement of their ordinary hours of work.

Unless otherwise agreed between the employer and employee, one ten-minute smoke-oh shall be allowed to each employee during their 8 ordinary hours of work on any day at a time decided by the employer. The period of a smoke-oh shall be reckoned from the cessation of actual work by an employee until the recommencement of actual work by that employee. A smoke-oh taken in accordance with this clause shall be counted as time worked.

#### 8. RACECOURSE WORK

The following provisions shall apply to racecourse work only:

- (i) No limitation shall be placed on the working time for any day for which the employee is engaged on racecourse work and the work shall be done at such time as the employer may

- (ii) On racecourses each full time and part time employee shall receive, in addition to their ordinary pay, the allowances per day as set out in Table D of Schedule 1
- (iii) On racecourses each apprentice shall receive in addition to their ordinary pay the allowances per day as set out in Table D of Schedule 1
- (iv) Casual employees engaged on Racecourse Work will be paid 1/40 of the weekly rate with a minimum of four hours pay for such engagement plus:
  - (a) A loading of 30 per cent for casual work Monday to Saturday inclusive
  - (b) A loading of 50 per cent for casual work on Sunday
  - (c) A loading of 100 per cent for casual work on public holidays
  - (d) The loadings prescribed in (a), (b) and (c) above comprehend payment for the casual nature of the work, statutory obligations under the *Annual Holidays Act* 1944 and conditions of employment otherwise available to full-time and part time employees.

### 9. CASUAL EMPLOYEES

- (i) Casual employees are persons engaged and paid as such.
- (ii) Casual employees shall be paid at the 1/40 of the appropriate weekly rate prescribed by this award plus 25% for each hour worked.
- (iii) The payments specified in this subclause include statutory obligations under the *Annual Holidays Act* 1944.

### 10. REIMBURSEMENT OF TRAVELLING AND OTHER EXPENSES INCURRED

- (i) Employees engaged travelling or on work in which they are unable to reach their homes at night shall be provided by the employer with satisfactory meals and accommodation, or shall be reimbursed by the employer the actual sum incurred in obtaining same in addition to any other reasonable travelling expenses incurred.
- (ii) Where an employee in connection with their work has to travel either by train or other conveyance after working hours, other than in the normal course of the day's work, they shall also be paid three-quarter time rates for the time so occupied; all time spent travelling during ordinary working hours shall be paid for at ordinary rates.

### 11. HOLIDAYS

- (i) The days on which New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day are observed, together with all public holidays proclaimed by the Government. Picnic Day of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union shall be recognised as a holiday without deduction from employees' wages. Where another day is observed in a locality in substitute for any of the above days, that day shall be observed as a public holiday in lieu of the prescribed day.
- (ii) A weekly employee whose services are dispensed with within fourteen days of the commencement of any week in which one or more holidays occur and who is re-engaged by the same employer within fourteen days of the said week, shall be paid an ordinary day's pay for each holiday so occurring at the rate prescribed by

### 12. SICK LEAVE

- (i) An employee other than a casual employee with not less than three months' continuous service in the industry who is unable to attend for work by reason of personal illness or injury (not being illness or

injury arising out of or in the course of his employment) shall be entitled to leave of absence without deduction of pay, as follows:

- (a) Not more than 40 hours of ordinary working time in any year.
  - (b) Any leave not taken in any year shall accumulate from year to year so long as his employment continues with the employer and be available to the employee for a period of four years, but for no longer, from the end of the year in which the leave accrued so that any part which has not been allowed in any year may be claimed by the employee and shall be allowed by the employer subject as aforesaid in a subsequent year of continued employment. Accumulation under this provision shall not exceed four years.
- (ii) The granting of sick leave shall be subject to the following conditions and limitations:
- (a) The employee shall, within twenty-four hours of the commencement of such absence, inform the employer of their inability to attend for duty and as far as possible state the nature of the illness or injury and the estimated duration of the absence
  - (b) The employee shall furnish to the employer such evidence as the employer may reasonably desire that the employee was unable by reason of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- (iii) For the purpose of the clause continuous service shall be deemed not to have been broken by:
- (a) any absence from work on leave granted by the employer; or
  - (b) any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall in each case be upon the employee).
- (iv) Service before the date of coming into force of the clause shall be counted as service for the purpose of qualifying there under.
- (v) For the purposes of the clause the word "year" shall mean a period of twelve months commencing on the date on which the employment commences.

### 13. PERSONAL CARERS 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 12, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
  - (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
  - (c) The entitlement to use sick leave in accordance with this subclause is subject to:
    - (i) the employee being responsible for the care of the person concerned; and
    - (ii) the person concerned being:
      - (a) a spouse of the employee; or
      - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the

- husband or wife of that person on a bona fide domestic basis although not legally married to that person; or;
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or;
  - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or;
  - (e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
    - 1. "relative" means a person related by blood, marriage or affinity;
    - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
    - 3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (2) Unpaid Leave for Family Purpose
- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.
- (3) Annual Leave
- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
  - (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
  - (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (4) Time Off in Lieu of Payment for Overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
  - (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
  - (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.

- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

(5) Make-Up Time

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

#### 14. BEREAVEMENT LEAVE

- (i) An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay, on each occasion of the death of a person as prescribed in subclause (iii) of this clause.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (ii) of paragraph (c) of subclause (1) of clause 13, Personal Carer's Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (2), (3), (4) and (5) of the said clause 13. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

#### 15. ANNUAL LEAVE

Period of Leave—

- (a) A period of twenty-one consecutive days' leave shall be allowed annually to an employee after twelve months' continuous service (less the period of annual leave) as an employee in any one or more of the occupations to which this award applies:

Provided that as from 1 January 1974 an employee shall commence to accrue annual leave at the rate of 3.08 hours for each five ordinary working days worked in lieu of the rate of 2.3 hours for each five ordinary working days worked prior to 1 January 1974. This proviso shall only apply in the case of an employee who is in the employ of an employer on 8 April 1974 and who is given and takes his annual leave on or after that date. Provided further, notwithstanding anything elsewhere contained in this subclause, where an employee completes twelve months' continuous service on or after 1 December 1974 the employee shall be allowed 28 consecutive days' leave instead of the 21 consecutive days as prescribed in this subclause in a case where the employee takes such leave on or after 1 December 1974.

- (b) Annual Leave Exclusive of Public Holidays

Subject to this subclause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by subclause (a) of clause 11, Holidays, of this award and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

Where a holiday falls as aforesaid and the employee fails without reasonable cause, proof whereof shall be upon the employee, to attend for work at the employee's ordinary starting time on the working day immediately following the last day of the period of the employee's annual leave, the employee shall not be entitled to be paid for any such holiday.

(c) 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 annual leave entitlement may be given and taken in two separate periods neither of which is of at least 21 consecutive days, or in three separate periods.

(d) Calculation of Continuous Service

For the purpose of this clause service shall be deemed to be continuous notwithstanding

- (i) any interruption or determination of the employment by the employer if such interruption or determination has been made merely with the intention of avoiding obligation hereunder in respect of leave of absence;
- (ii) any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the employer; or
- (iii) any absence with reasonable cause proof whereof shall be upon the employee. In cases of personal sickness or accident or absence with reasonable cause the employee to become entitled to the benefit of this subclause shall inform the employer, in writing if practicable, within twenty-four hours of the commencement of such absence of the 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 their absence. A notification given by an employee pursuant to clause 12, Sick Leave, of this award shall be accepted as a notification under this subclause. Any absence from work by reason of any cause not being a cause specified in this subclause shall not be deemed to break the continuity of service for the purpose of this clause unless the employer during the absence or within fourteen days of the termination of the absence notifies the employee in writing that such absence will be regarded as having broken the continuity of service.

In cases of individual absenteeism such notice shall be given in writing to the employee concerned, but in cases of concerted or collective absenteeism notice may be given to employees by the posting up of a notification in the plant, in the manner in which general notifications to employees are usually made in that plant and by posting to each union whose members have participated in such concerted or collective absenteeism a copy of it not later than the day it is posted up in the plant. A notice to an individual employee may be given by delivering it to 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 of post. In calculating the period of twelve months' continuous service the following absences shall be taken into account and counted as time worked:

Up to 160 ordinary working hours in a twelve-monthly period in the case of sickness or accident.

Long service leave taken by an employee in accordance with clause 17, Long Service Leave, of this award.

Other absences from work shall not be taken into account and shall not count as time worked in calculating the period of twelve months' continuous service

(e) Calculation of Service

Service before the date of this award shall be taken into consideration for the purpose of calculating annual leave but an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or a payment in lieu thereof has been allowed. The period of annual leave to be allowed under this subclause shall be calculated to the nearest day, any broken part of a day in the result not exceeding half a day, to be disregarded. Where the employer is a successor, or assignee, or transmittee of a business 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 be in the service of the employer.

(f) Leave to be Taken

The annual leave provided by this clause shall be allowed and shall be taken and except as provided by subclause (k) hereof, payment shall not be made or accepted in lieu of annual leave.

(g) Time of Taking Leave

Annual leave shall be given at a time fixed by the employee within a period not exceeding six months from the date when the right to annual leave accrued and after not less than four weeks notice to the employee.

(h) Leave Allowed Before Due Date

(i) 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.

(ii) Where annual leave or part thereof has been granted pursuant to paragraph (i), 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 the advance exceeds the amount which the employer is required to pay to the employee under subclause (k) of this clause, the employer shall not be liable to make any payment to the employee under subclause (k) of this clause, and shall be entitled to deduct the amount of excess from any remuneration payable to the employee upon the termination of employment.

(i) Payment for Period of Annual Leave

Each employee before going on leave shall be paid the wages they would have received in respect of the ordinary time they would have worked had they not been on leave during the relevant period. Subject to subclause (j) hereof each employee shall, where applicable, have the amount of wages to be received for annual leave calculated by including the following where applicable:

(i) The rate applicable to the employee as prescribed by clause 4, Rates of Pay.

(ii) 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 8, Racecourse Work, clause 10, Reimbursement of Travelling and Other Expenses Incurred, of this award, nor any payment which might have become payable to the employee as reimbursement for extra expenses incurred.

## (j) Loading on Annual Leave

During a period of annual leave an employee shall receive a loading calculated on the rate of wage prescribed by subclause (i). The loading shall be as follows: 17.5 per cent. The loading prescribed in this subclause shall not apply to proportionate leave on termination

## (k) Proportionate Leave on Termination

An employee on weekly hiring who,

- (i) after one week's continuous service in their first qualifying twelve monthly period with an employer, lawfully leaves the employment of the employer or their employment is terminated by the employer through no fault of the employee; or
- (ii) after twelve months' continuous service with an employer, leave the employment of the employer or their employment is terminated by the employer for any reason, shall be paid at the appropriate rate of wage prescribed by subclause (i) hereof for 3.08 hours (provided that for service prior to 1 January 1974, any such employee shall be paid as for 2.3 hours instead of as for 3.08 hours) for each five ordinary working days worked and in respect of which leave had not been granted under this clause.

### 16. ANNUAL HOLIDAY LOADING

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

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

- (iii) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this award.
- (iv) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled since 31 December 1973 under the Act and this award (but excluding days added to compensation for public or special holidays worked or public or special holidays falling on an employee's rostered day off not worked) and which commences on or after 1 January 1974 or, where such a holiday is given and taken in separate periods, then in relation to each such separate period.

NOTE: See subclause (vi) as to holidays taken wholly or partly in advance after 31 December 1973.

- (v) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (iv) at the rate per week of 17.5 per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing annual holiday, together with, where applicable, any other allowances, penalty rates, shift allowances, overtime rates or any other payments prescribed by this Award.
- (vi) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when the employee would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (v) of this clause applying the award rates of wages payable on that day. This subclause applies where an annual holiday has been taken wholly or partly in advance after 31 December 1973 and the entitlement to the holiday arises after that date.
- (vii) Where, in accordance with the Act and after 31 December 1973 the employer's establishment or part of

it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned:

- (a) an employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause (vi) of this clause.
  - (b) an employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to the employee under the Act such proportion of the loading that would have been payable to the employee under this clause if the employee had become entitled to an annual holiday prior to the close-down as the employee's qualifying period of employment in completed weeks bears to 52.
- (viii) (a) When the employment of an employee is terminated by the employer on or after 1 January 1974 for a cause other than misconduct and at 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 after 31 December 1973 the employee shall be paid a loading calculated in accordance with subclause (iv) for the period not taken.
- (b) Except as provided by paragraph (a) of this subclause no loading is payable on the termination of an employee's employment.

#### 17. LONG SERVICE LEAVE

See *Long Service Act*, 1955.

#### 18. PAYMENT OF WAGES

- (i) Wages shall be paid to employees during the ordinary hours of work prescribed by this award not later than Friday of each week.
- (ii) Casual employees shall be entitled on request, at any reasonable time, to be paid at the termination of any day's work.

#### 19. REDUNDANCY

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

## (b) Introduction of Change

## (i) Employer's duty to notify

- (A) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant 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.

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

## (ii) Employer's duty to discuss change

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

## (c) Redundancy

## Discussions before terminations

- (i) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone pursuant to subclause (b)(i)(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.
- (ii) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subclause (c)(i), and shall cover, *inter alia*, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (iii) For the purpose of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong all relevant information about the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(d) Termination of Employment

(i) Notice for changes in production, programme, organisation or structure

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, programme, organisation or structure, in accordance with subclause (b)(i)(A), of this clause:

(A) In order to terminate the employment of an employee, the employer shall give to the employee the following notice:

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

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

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

(ii) Notice for technological change

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from technology in accordance with subclause (b)(i)(A).

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

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

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

(iii) Time off during the notice period

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

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

(iv) Employee leaving during the notice period

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

(v) Statement of employment

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

(vi) Notice to Centrelink

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

(vii) Employment Separation Certificate

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

(viii) Transfer to lower-paid duties

Where an employee is transferred to lower-paid duties for reasons set out in subclause (b)(i), 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.

(e) Severance Pay

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

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

<b>Years of service</b>	<b>Under 45 years of age entitlement</b>
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:

<b>Years of service</b>	<b>45 years of age and</b>
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	<b>over entitlement</b>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

(C) "Week's pay" means the all-purpose rate for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, overaward payments, shift penalties and allowances paid in accordance with this award.

(ii) Incapacity to pay

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

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

(iii) Alternative employment

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

(f) Savings Clause

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

## **20. DISPUTE PROCEDURE**

(a) Procedures Relating to Grievances of Individual Employees

- (i) 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.
- (ii) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (iii) Reasonable time limits must be allowed for discussion at each level of authority.
- (iv) 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.
- (v) While a procedure is being followed, normal work must continue.
- (vi) The employee may be represented by an industrial organisation of employees.

- (b) Procedures Relating to Disputes, Etc., Between Employers and Their Employees
- (i) A question, dispute or difficulty must initially be dealt with as close to its source as possible with graduated steps for further discussion and resolution at higher levels of authority.
  - (ii) Reasonable time limits must be allowed for discussion at each level of authority.
  - (iii) While a procedure is being followed, normal work must continue.
  - (iv) The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purposes of each procedure.

## 21. SAVINGS CLAUSE

The parties agree that there will be no financial disadvantage to existing employees as a result of the changes implemented in IRC 2953 of 2001 in respect to:

Clause 3—Hours of Work  
 Clause 4—Rates of Pay  
 Clause 7—Racecourse Work  
 Clause 9—Casuals (fares)

## 22. AREA, INCIDENCE AND DURATION

This award is made following pursuant to section 19 of the *Industrial Relations Act* 1996 (NSW) and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 13 June 2001 (IRC 2953 of 2000).

This award rescinds and replaces the Farriers (State) Award published 28 January 1966 and reprinted 11 July 1984 (234 I.G. 251) and, all variations thereof. It shall apply to all farriers within the jurisdiction of the Farriers (State) Conciliation Committee.

The changes made to this award take effect from 13 June 2001.

This award will take effect from 13 June 2001 and will remain in force for a period of 12 months until 13 June 2002.

## SCHEDULE 1

### Monetary Rates & Allowances

Rates of Pay applicable on or after the first pay period 13 June 2001.

#### Table A - Clause 3 - Rates of Pay

Journeyman	\$492.20
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#### Table B - Clause 5 Tool Allowance

Classification	Allowance
Tradesman	\$10.50
1st Year Apprentice	\$3.50
2nd Year Apprentice	\$4.60
3rd Year Apprentice	\$6.20
4th Year Apprentice	\$7.40

#### Table C - Clause 6 - Apprentice Wages

<b>Classification</b>	<b>Wage Rates</b>
1st year Apprentice	\$158.00
2nd year Apprentice	\$207.90
3rd year Apprentice	\$303.50
4th Year Apprentice	\$345.10

**Table D - Clause 6 - Racecourse Work and Allowances**

Per Day	Weekday	Saturday or Public Holiday
Full-time	\$15.63	\$54.00
Apprentice up to 4 yrs experience	\$1.80	\$11.78
Apprentice 4 yrs and over	\$2.38	\$17.69

P. J. SAMS *D.P.***FARRIERS (STATE) CONCILIATION COMMITTEE****INDUSTRIES AND CALLINGS**

Farriers within the State excluding the County of Yancowinna.

Excepting employees of:

The Blue Circle Southern Cement Limited;  
 The Kandos Cement Company Limited;  
 Shire and Municipal Councils;  
 The Broken Hill Proprietary Company Limited;  
 The South Maitland Railways Pty Limited;  
 State Rail Authority of New South Wales;  
 The Commissioner for Motor Transport;  
 Australian Iron & Steel Limited within the jurisdiction of the Iron and Steel Works Employees  
 (Australian Iron & Steel Proprietary Limited)

Conciliation Committee and the Quarries (Australian Iron & Steel Pty Limited)

Conciliation Committee Australian Wire Industries Pty Ltd at its Newcastle Wiremill;

The Council of the City of Newcastle; The Council of the City of Sydney; the Electricity Commission of New South Wales;

And excepting also employees;

In or about coal mines north of Sydney, in or about the coal mines in the South Coast district, in or about coal and shale mines west of Sydney; at the works of J. and A. Brown at Hexham;

And excepting also;

Employees within the jurisdiction of the Cement Workers, &c. (State) Conciliation Committee;

And excepting also;

Persons coming within the jurisdiction of the Crown Employees (Skilled Tradesman) Conciliation Committee.

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Printed by the authority of the Industrial Registrar.

(389)

SERIAL C0433

**ICE CREAM MAKERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 5619, 5620 and 5621 of 1999 and 5285 of 2000)

Before The Honourable Justice Marks

22 May 2001

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

Clause No	Subject Matter
1	Title
2	Definitions
3	Hours
4	Mixed Functions
5	Shift Work
6	Rates of Pay
7	State Wage Case Adjustments
8	Supported Wage
9	Overtime, Sunday and Holiday Rates
10	Holidays
11	Meal Break
12	Meal Allowance
13	Rest Period
14	Engagement and Termination of Employment
15	Protective Clothing
16	Annual Leave
17	Annual Leave Loading
18	Sick Leave
19	Bereavement Leave
20	Personal Carer's Leave
21	Working Alone
22	Jury Service
23	Shop Stewards
24	Compassionate Leave
25	Long Service Leave
26	Part-Time Employment
27	Payment of Wages
28	First Aid
29	Redundancy
30	Grievance Procedure
31	Training
32	Leave Reserved
33	Anti-Discrimination
34	Area, Incidence and Duration

**PART B – Monetary Rates**

Table 1 — Adult Wages  
 Table 2 — Other Rates and Allowances

**1. Title**

This award shall be known as the Ice Cream Makers (State) Award.

**2. Definitions**

- (i) Ice Cream Mixer shall mean an employee responsible for the mix preparation, whether under the control of a foreperson or otherwise.
- (ii) Assistant Ice Cream Mixer shall mean an employee directly assisting the Ice Cream Mixer as defined in subclause (i) of this clause.
- (iii) Operator – Moulding and Freezing shall mean an employee who controls the operation of an Ice Cream Churn in conjunction with a moulding or extruding and freezing machine, being machines producing product by the freeze or freeze heat method.
- (iv) Operator – Auto Filler shall mean an employee who controls the operation of an Ice Cream Churn in conjunction with an automatic filling machine, producing semi-frozen product.
- (v) Operator – Manual Filler shall mean an employee who controls the operation of an Ice Cream Churn producing semi-frozen product requiring manual fill operation.
- (vi) Other Operator shall mean an employee undergoing training on any of the classifications or who operates machines auxiliary to machines mentioned in subclauses (iii), (iv) and (v) of this clause.
- (vii) Packer shall mean an employee who performs the work incidental to the production line such as forming cartons, packing into cartons, sealing cartons, filling containers, lidding, loading sticks into “stick” machines, observing products passing through machines and discarding imperfect products and / or materials, transferring products by hand from point to point, preparatory work for the shrink wrapping process and any other associated duties.
- (viii) Union shall mean the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch.
- (ix) Ice Cream Production Assistant – An employee appointed by the employer to this grade shall be required to perform any one or more of the functions within this grade and may be undertaking training so as to enable the employee to work in Manufacturer Grade 1:
  - (1) General Hand
  - (2) Packer

In addition employees in this grade will undergo a training program and will have to successfully complete the program to a competency level defined within the program.

- (x) Ice Cream Manufacturer – Grade 1

An employee appointed by the employer to this grade shall be required to perform any one or more functions within this grade and may be required to perform any of the duties for which they are trained under Production Assistant; they may also be undertaking training so as to enable them to work in Manufacturer Grade 2:

- (1) Stretchwrap Operator / Forklift Driver
- (2) Trainee Operator
- (3) Other Operator

In addition employees will undergo a training program and will have to successfully complete the program to a competency level defined within the program.

(xi) Ice Cream Manufacturer – Grade 2

An employee appointed by the employer to this grade shall be required to perform any one or more of the functions within this grade and may be required to perform any of the duties for which they are trained under Manufacturer Grade 1 and Production Assistant; they may also be undertaking training so as to enable them to work in Manufacturer Grade 3:

- (1) Operator Auto Filler
- (2) Operator Manual Filler
- (3) Assistant Ice Cream Mixer

(xii) Ice Cream Manufacturer – Grade 3

An employee appointed by the employer to this grade shall be required to perform this function and may be required to perform any of the duties for which they are trained under Manufacturer Grade 2, Manufacturer Grade 1 and Production Assistant:

- (1) Ice Cream Mixer
- (2) Operator Moulding and Freezing
- (3) Cake Decorator

In addition employees in this grade will undergo a training program and will have to successfully complete the program to a competency level defined within the program.

### 3. Hours

- (i) The ordinary hours of day workers shall be 40 per week.
- (ii) Such ordinary hours shall be worked in five days of not more than 8 hours continuously (except for breaks for meals) between 7:00 a.m. and 5:30 p.m. on Mondays to Fridays, inclusive.
- (iii) The daily starting and finishing times shall be fixed by the employer within the spread of hours prescribed in subclause (ii) of this clause and shall not be altered except after one week's notice given to the employee.

### 4. Mixed Functions

An employee if employed on a higher class of work shall be paid at the higher rate for all time worked upon such higher duty, provided that if the employee is so employed for more than two hours on any day, the employee shall receive the wages for the higher class of work for the whole of the day and if the employee is so employed for ten hours or more in any pay week the employee shall be paid at the higher rate for the whole of that pay week. If an employee is called upon to work on a class of work carrying a lower rate of pay the said employee shall suffer no reduction.

### 5. Shift Work

An employer may employ employees on shift work subject to the following conditions and limitations:

- (i) A night shift may be worked by adult employees only in which case the ordinary hours of work shall not exceed forty hours per week inclusive of crib time. Such shifts shall be worked continuously on each night, Monday to Friday inclusive between the hours of 10 p.m. and 8 a.m. on the succeeding day.
- (ii) An employee engaged on night shift shall be paid a loading of thirty per cent of the wages prescribed by clause 6, Rates of Pay, of this award.
- (iii) Morning and afternoon shifts may be worked subject to the following conditions:

- (a) The ordinary hours shall be worked in five shifts of eight hours inclusive of crib time, Monday to Friday, inclusive.
  - (b) A crib time of twenty minutes shall be allowed to shift workers on each shift which shall be counted as time worked.
  - (c) A rest period of twenty minutes which shall be counted as time worked shall be allowed to shift workers. Such twenty minutes shall be taken either in one period or in two periods of ten minutes at times mutually convenient.
  - (d) The employer shall give to the union not less than seven days' notice of its intention to work shifts and of the times between which such shifts shall be worked; provided that shifts shall not commence before 6 a.m. and shall not finish later than 11:30 p.m.
  - (e) Employees whilst working on a afternoon shift shall be paid the rate per shift as set out in Item 6 of Table 2 – Other Rates and Allowances of Part B – Monetary Rates in addition to the ordinary rates.
  - (f) Afternoon shift shall mean any shift finishing after 6 p.m. and at or before 11:30 p.m.
  - (g) Employees whilst working on night shift shall be paid 30 per cent, in addition to the ordinary rates.
- (iv) Norco Co-operative Limited may commence a shift at 4:00 a.m. for the purpose of preparing mixers for the day with a shift loading of 10 per centum.

#### **6. Rates of Pay**

Adult and junior employees shall be paid in accordance with the rates prescribed in Table 1 – Rates of Pay, of Part B, Monetary Rates.

#### **7. State Wage Case Adjustments**

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

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

#### **8. Supported Wage**

Employees Eligible for a Supported Wage –

- (a) The clause defines the condition 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 will apply:
  - (i) 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.
  - (ii) 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.

- (iii) 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.
  - (iv) Assessment Document 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.
- (b) 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 receipt of a Disability Support Pension.

The 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 does not apply to employers in respect of their facility, program, 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 as received recognition under section 10 or section 12A of the said Act or, if a part only has received recognition, that part.

- (c) 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 (subclause (d))	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.

- (d) 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:
- (i) the employer and a union party to the award, in consultation with the employee or, if desired, by any of these:
  - (ii) the employer and an accredited assessor from a panel agreed by the parties to the award and the employee.
- (e) Lodgement of Assessment Instrument –
- (i) 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.

- (ii) 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 will take effect, unless an objection is notified to the Registrar within ten working days.
- (f) 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 will be in accordance with the procedures for assessing capacity under the Supported Wage System.
- (g) 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.
- (h) Work Adjustment – An employer wishing to employ a person under the provisions of this clause must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangement and work organisation in consultation with other workers in the area.
- (i) Trial Period –
  - (i) In order of 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.
  - (ii) During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
  - (iii) The minimum amount payable to the employee during the trial period shall be no less than \$45.00 per week.
  - (iv) Work trials should include induction or training as appropriate to the job being trialed.
  - (v) 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 subclause (d) of this clause.

### **9. Overtime, Sunday and Holiday Rates**

- (i) An employee, who works for any time in excess of forty hours in any one week or before the fixed starting time or after the fixed finishing time shall be paid for such time at the rate of time and one-half for the first two hours and at the rate of double time thereafter.
- (ii) An employee required to work on a Sunday shall be paid at the rate of double time, whilst an employee required to work on a public holiday shall be paid at the rate of double time and a half, provided that an employee required to work on 25 December or Good Friday shall be paid at treble time. There shall be a minimum payment of four hours at the rate herein described for any start on such day.
- (iii) An employee required to work during the usual meal break shall be paid at the rate of time and one-half and such rates shall continue to be paid until the employee is allowed the usual meal break.
- (iv) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.
- (v) 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 their ordinary work on the next day that the employee has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until the employee has had ten consecutive

hours off duty without loss of pay for ordinary working time occurring during such absence.

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

Notation: The provisions of this award, in particular this clause, shall be read in conjunction with the *Occupational Health and Safety Act 2000*.

#### **10. Holidays**

- (i) The following holidays shall be observed as holidays, viz.: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, or any day observed in lieu of such days, and such other days as may be proclaimed as public holidays for the State and observed as such and the union picnic day which shall be held on the last Monday in October, in each year.
- (ii) Employees, other than casual employees, shall be entitled to the holidays specified in subclause (i) of this clause without loss of pay provided that such employees do not absent themselves from work on the working day preceding or the working day succeeding such holiday.
- (iii) When such holidays fall on consecutive days an employee who works on either the working day preceding or the working day succeeding such holiday, but not on both, shall be entitled to payment for the holiday closest to the day on which the employee worked.
- (iv) The employer may require from an employee evidence of the employee's 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 required by the employer payment need not be made unless the evidence is produced.

#### **11. Meal Break**

- (i) Except as to shift work employees, no employee shall work more than five hours without a suitable meal break, such meal break shall be not less than thirty minutes nor more than one hour.
- (ii) Each employee on shift work shall be allowed at least twenty minutes for crib during the fifth hour of this employment which shall be counted as time worked.

#### **12. Meal Allowance**

An employee required to work overtime in excess of one hour without having been notified on the previous day, shall be paid the sum as set out in Item 3 of Table 2 – Other Rates and Allowances of Part B – Monetary Rates to provide the employee with a meal and an additional sum as set out in the said Item 3 for each further four hours so worked; provided that in the case of day workers where such overtime is completed by 5:30 pm, a meal allowance is not paid if the overtime worked is not more than one and one-half hours.

#### **13. Rest Periods**

- (i) Rest periods of ten minutes' duration shall be allowed to all employees within the third hour after starting time and the third hour after meal break.
- (ii) Rest periods in each instance shall be paid for and if worked by direction of the employer shall be paid for at the rate of double time.

#### 14. Engagement and Termination of Employment

- (i) Employees shall be engaged on a full-time, part-time or casual basis and shall be paid by the week.
- (ii) The engagement of an employee may be terminated only by one week's notice or the payment or forfeiture, as the case may be, of one week's wages in lieu provided that the employer may dismiss an employee at any time for misconduct or wilful disobedience and then shall be liable for the payment of wages due to the time of dismissal only.

#### 15. Protective Clothing

- (i) Caps, overalls, uniforms and other protective covering shall be provided by the employer free of charge and shall be kept laundered by the employer: Provided that the employer may require the employee to launder their uniforms / overalls only, in which case the employer shall reimburse the employee the amount as set out in Item 5 of Table 2 – Other Rates and Allowances of Part B – Monetary Rates per week.
- (ii) Caps, overalls, uniforms and other protective covering shall be returned on demand and in default thereof the employee shall pay for them at a reasonable rate calculated by the employer and the union.

#### 16. Annual Leave

See *Annual Holidays Act 1944*.

#### 17. 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 their annual holiday, or, where by agreement between the employer and employee the annual holiday is given and taken in more than one separate period, then before each such separate period, the employer shall pay the employee a loading determined in accordance with this clause. (NOTE: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance – see subclause (vi).)
- (iii) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this award.
- (iv) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled.
- (v) The loading is the amount payable for the period or the separate period as the case may be, state in subclause (iv) at the rate per week of 17.5 per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing the employee's annual holiday, together with where applicable the extra rates pursuant to subclauses (iii) and (v) of clause 6, Rates of Pay, of this award, but shall not include penalty rates, shift allowances, overtime rates, or any other payments prescribed by this award.
- (vi) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that if the employment of such an employee continues until the day when the employee would have become entitled under the Act to the annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (v) of this clause applying to the award rates of wages payable on that day.
- (vii) (a) 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 has become entitled the employee shall be paid a loading calculated in accordance with subclause (iv) for the period not taken.  
(b) Except as provided by paragraph (a) of this subclause no loading is payable on the termination of

an employee's employment.

Shift Worker –

- (viii) This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if the employee had not been on holiday; 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, then the amount shall be paid to the employee in lieu of the loading.

## **18. Sick Leave**

### (a) Entitlement to Sick Leave

An employee who is absent from work on account of illness or on account of injury by accident shall be entitled to paid sick leave subject to the following conditions:

The employee shall be entitled to paid sick leave after one months service;

Where absences occur in the first 3 months of employment, payment for sick leave shall be subject to the production of a medical certificate covering the period of absence.

An employee shall be entitled to the following sick leave entitlements:

- 40 hours during the first year of employment.
- 80 hours during the second and subsequent years of employment:

### (b) Inability to Attend for Work - Notifying the Employer

The employee shall inform the employer of the inability to attend for work within 2 hours of the commencement of such absence and, as far as practicable, state the nature of the employee's illness or injury and the estimated duration of the absence. If it is not reasonably practicable to inform the employer of the absence within 2 hours the employee shall inform the employer within 4 hours.

### (c) Proof of Illness or Injury

The employee shall provide to the satisfaction of the employer, or in the event of any dispute to the Industrial Relations Commission, that the employee was unable, on account of such illness or injury, to attend for work for the period of sick leave claimed.

The employer may require an employee to make a statutory declaration verifying the cause and length of the employee's absence.

### (d) Cumulative effects of unexhausted sick leave entitlement

Where an employee has not exhausted the amount of sick leave owing to them as outlined in subclause (a) above, the balance of any leave owing shall be cumulative and be available in subsequent years of employment for the purposes of this clause. This shall be in addition to any entitlement that arises in the second or subsequent years of employment under this clause.

### (e) Single Day Absences

Where an employee is paid sick leave for a single days absence in one year, the employee shall not be entitled to payment for a further single days absence unless a medical certificate stating proof of illness or injury is provided to the employer.

## **19. Bereavement Leave**

- (i) An employee, other than a casual employee, shall be entitled three days bereavement leave, without deduction of pay, up to and including the day of the funeral, on each occasion of the death of a person as prescribed in subclause (iii) of this clause. Provided that, if the employee claims payment for such leave in excess of two ordinary working days, the employee shall furnish proof satisfactory to the employer that the employee attended the funeral.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (ii) of paragraph (c) of subclause (1) of clause 20, Personal/Carers Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (2), (3), (4), (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.

## **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 18, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
  - (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
  - (c) The entitlement to use sick leave in accordance with this subclause is subject to:
    - (i) the employee being responsible for the care of the person concerned; and
    - (ii) the person concerned being:
      - (a) a spouse of the employee; or
      - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
      - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
      - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
      - (e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:

1. "relative" means a person related by blood, marriage or affinity;
  2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
  3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (2) Unpaid Leave for Family Purpose
- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.
- (3) Annual Leave
- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act* 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (4) Time Off in Lieu of Payment for Overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (5) Make-up Time
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (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. Working Alone**

No employee shall be required to work alone without regular observation or contact with another responsible person.

#### **22. Jury Service**

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

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

#### **23. Shop Stewards**

- (a) An employee who is elected or appointed a shop steward shall be recognised as such by the employer and subject to the permission of the employer, which permission shall not be unreasonably withheld, the shop steward may interview members of the union during working time and if such time is during the shop steward's working time, the shop steward shall suffer no loss of pay.
- (b) A shop steward shall be permitted to interview the employer or its representative during working hours without loss of pay.
- (c) A shop steward shall be permitted easy access to a telephone to call branch officials at any time.

#### **24. Compassionate Leave**

- (i) An employee shall be entitled to leave of absence upon notice without pay in order to attend to matters relating to the education of a child or to attend to personal legal business or legal business involving a person dependent either wholly or partially upon the employee or to attend to matters of a medical nature involving the employee personally or a person whose relationship to the employee is such as it is reasonable that the employee shall be in attendance or escort the person to a medical appointment.
- (ii) An employee shall be entitled to so much leave of absence upon notice as is necessary to attend a parent, spouse, child, stepchild or ward whose death is anticipated to be imminent.

#### **25. Long Service Leave**

See *Long Service Leave Act 1955*.

#### **26. Part-time Employment**

- (i) A part-time employee is an employee engaged for a regular number of hours each week less than 40 but such hours shall not be less than 15.

- (ii) The weekly hours shall be worked at the same time and on the same days of the week, and all time worked outside these hours shall be paid as overtime.
- (iii) Such an employee for working ordinary time shall be paid per hour one-fortieth of the weekly rate prescribed by this award; and where applicable the appropriate shift penalty shall be paid on a pro rata basis.

#### **27. Payment of Wages**

- (i) Wages shall be paid weekly and not later than two working days following the completion of the pay week; provided, however, that where the 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.
- (ii) 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 within the time specified due to a cause beyond the employer's control, in which case wages shall be paid at the earliest time in which payment becomes possible.

- (iii) 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 forwarded to the employee by post on the next ordinary working day.

#### **28. First-aid**

An employee appointed by the employee to perform first-aid duty, shall in addition to the employee's ordinary rate of pay be paid the amount as set out in Item 4 of Table 2 – Other Rates and Allowances of Part B – Monetary Rates per week extra.

#### **29. Redundancy**

- (i) Application -
  - (a) This clause shall apply in respect of full-time and part-time employees as set out in clause 6, Rates of Pay.
  - (b) This clause shall apply only in respect to employers who employ more than 15 employees immediately prior to the termination of employment of employees, in the terms of subclause (iv) of this clause.
  - (c) Notwithstanding anything contained elsewhere in this award, this clause shall not apply to employees with less than one year's continuous service, and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
  - (d) Notwithstanding anything contained elsewhere in this award, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.
- (ii) Introduction of Change –
  - (A) Employers 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.

(B) 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 subclause (A) of this clause, 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 the said subclause (A).
- (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.

(iii) Redundancy

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 paragraph (a) of subclause (ii), Introduction of Change, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (b) The discussions shall take place as soon as practicable after the employer has made a definite decision which will invoke the provision of paragraph (a) of this subclause 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 purpose of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iv) Termination of Employment

- (A) 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 paragraph (a) of subclause (ii) of this clause.
- (a) In order to terminate the employment of an employee, the employer shall give to the employee the following notice:
- | Period of continuous service       | Period of notice |
|------------------------------------|------------------|
| Less than 1 year .....             | 1 week           |
| 1 year and less than 3 years ..... | 2 weeks          |
| 3 years and less than 5 years..... | 3 weeks          |
| 5 years and over .....             | 4 weeks          |
- (b) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years' continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (B) Notice for Technological Change - This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with paragraph (a) of subclause (ii) of this clause.
- (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.
- (C) 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.
- (D) Employee Leaving During the Notice Period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause as those to which the employee would 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.
- (E) Statement of Employment - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

- (F) Notice to Centrelink or the appropriate Government Authority - Where a decision has been made to terminate the employment of employees, the employer shall notify Centrelink as soon as possible, giving relevant information, including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (G) Centrelink Employment Separation Certificate - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an Employment Separation Certificate in the form required by Centrelink.
- (H) Transfer to Lower Paid Duties - Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause (ii), the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rate for the number of weeks of notice still owing.

(v) Severance Pay

- (a) Where an employee is to be terminated pursuant to subclause (iv) 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 of age or over, the entitlement shall be in accordance with the following scale:

Years of service	45 years of age and over entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (C) "Week's pay" means the all-purpose rate of pay for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, overaward payments, shift penalties and allowances paid in accordance with this award.

- (b) 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 subclause (a) of this clause.

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

- (c) Alternative Employment - 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 subclause (a) of this subclause if the employer obtains acceptable alternative employment for an employee.

### 30. Grievance Procedure

- (i) Procedures Relating to Grievances of Individual Employees
  - (a) The employee is required to notify the employer (in writing or otherwise) as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
  - (b) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
  - (c) Reasonable time limits must be allowed for discussion at each level of authority.
  - (d) At the conclusion of the 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 and the employer may be represented by an industrial organisation of employers.
- (ii) Procedures Relating to Disputes, etc., Between Employers and their Employees -
  - (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
  - (b) Reasonable time limits must be allowed for discussion at each level of authority.
  - (c) While a procedure is being followed, normal work must continue.
  - (d) The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purposes of each procedure.

### 31. Training

- (a) 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 and flexible workforce;
  - (ii) providing employees with career opportunities through appropriate training to acquire additional skills; and
  - (iii) removing barriers to the utilisation of skills required.
- (b) Following proper consultation or through the establishment of a training committee, an employer shall develop a training program consistent with:
  - (i) the current and future skill needs of the enterprise;
  - (ii) the size, structure and nature of the operations of the enterprise;
  - (iii) the need to develop vocational skills relevant to the enterprise and the industry through courses conducted by accredited education institutions and providers.

- (c) Where it is agreed a training committee be established, that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example:
- formulation of a training program and availability of training courses and career opportunities to employees;
  - dissemination of information on the training program and availability of training courses and career opportunities to employees;
  - the recommending of individual employees for training and reclassification;
  - monitoring and advising management and employees on the on-going effectiveness of the training.
- (d) (i) Where it is agreed that additional training in accordance with the program developed pursuant to subclause (b) hereof should be undertaken by an employee, that training may be undertaken either on or off the job. Provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.
- (ii) Any costs associated with standard fees for prescribed courses and prescribed textbooks (including those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement shall be on the basis of reports of satisfactory progress.
- (iii) Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.
- (e) Subclauses (b), (c) and (d) herein shall operate as interim provisions and shall be reviewed as part of the ongoing process of award restructuring. The parties shall monitor the effectiveness of those interim provisions in encouraging the attainment of the objectives detailed in subclause (a) hereof. In this connection the unions reserve the right to press for the mandatory prescription of a minimum number of training hours per annum without loss of pay for an employee undertaking training to meet the needs of an individual enterprise and/or the Ice Cream Making industry.
- (f) Any disputes arising in relation to subclauses (b) and (c) shall be subject to the provisions of clause 30, Grievance Procedure.
- (g) Redefine the role of operator to include reference to the responsibility for quality, safety and hygiene. In addition, employees in this grade will:
- (i) undergo a training program and will have to successfully complete the program to a competency level defined within the program;
  - (ii) be responsible for achieving, monitoring and maintaining specified product quality;
  - (iii) be responsible for implementing and monitoring hygiene work practices.
- (h) Commitment from the union to discuss the future roles and responsibilities of employees. The industry is introducing a Total Quality Management philosophy with the intention of giving a competitive edge by improving quality and hygiene. It is the wish of the industry to provide employees with the right work practices and equipment in a clean and safe environment. To achieve this it is proposed that the union give a commitment to discuss reviewing the roles and responsibilities of employees seeking their involvement in support via work study groups and consultative committees.

A commitment is also required from the union and its members to participate in purposeful and cooperative discussions towards the achievement of a Streets Ice Cream Site Agreement.

### 32. Leave Reserved

Leave is reserved to the union to apply as it may be advised with respect to:

- (i) the quantum of ordinary hours to be worked each week or twenty working day cycle.
- (ii) accident pay.

### 33. Anti Discrimination

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

### 34. Area, Incidence and Duration

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Ice Cream Makers (State) Award published 9 November 1983 (231 IG 1038), the Ice Cream Makers (State Wage Case 1996) (State) Award published 22 November 1996 (295 IG 1086), the Ice Cream Makers Family Leave Provisions (State) Award published 27 October 1995 (288 IG 931) and the Ice Cream Makers Redundancy (State) Award published 31 March 1995 (284 IG 1061), and all variations thereof. It shall apply to all employees engaged in or in connection with the manufacture, packing, putting up and conveying to cold store of ice creams, frozen ices, or snows, in the State, excluding the County of Yancowinna, within the Industries and Callings of this award.

The changes made to this award pursuant to section 19 of the *Industrial Relations Act 1996* take effect on and from 22 May 2001. 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**

<b>Classification</b>	<b>Former rate per week \$</b>	<b>SWC May 2000 \$</b>	<b>New total rate per week \$</b>
Ice Cream Productions Assistant – General Hand	391.80	15.00	406.80
Packer	391.80	15.00	406.80
Ice Cream Manufacturer Grade 1 – Stretchwrap operator / forklift operator	408.00	15.00	423.00
Trainee Operator	400.80	15.00	415.80
Other Operator	400.80	15.00	415.80
Ice Cream Manufacturer Grade 2 – Operator auto filler	415.30	15.00	430.30
Operator manual filler	408.00	15.00	423.00
Assistant ice cream mixer	405.90	15.00	420.90
Ice Cream Manufacturer Grade 3 – Ice Cream Mixer	426.70	15.00	441.70
Operator moulding and freezing	423.30	15.00	438.30
Cake decorator	423.30	15.00	438.30

### Junior Employees

<b>Classification</b>	<b>Former rate per week \$</b>	<b>SWC May 2000 \$</b>	<b>New total rate per week \$</b>
Under 17 years of age	180.30	5.60	185.90
At 17 years	213.50	6.60	220.10
At 18 years	Adult Rate		

**Table 2 – Other Rates and Allowances**

<b>Item No.</b>	<b>Clause No.</b>	<b>Brief Description</b>	<b>Amount \$ per week</b>
1		Leading Hands – Leading hands shall, in addition to their appropriate rate of pay, be paid the following amounts: In charge of two and up to five employees inclusive In charge of six and up to ten employees inclusive In charge of more than ten employees	  18.25 23.10 26.60

2		Casual employees – Casual employees shall be paid one-fortieth of the appropriate weekly wage, plus 20 per cent thereof per hour.	
3	12	Meal Allowance	8.70
4	28	First-aid Allowance	9.70
5	15(ii)	Laundry Allowance	15.40
6	5(iii)(e)	Shift Allowance	13.10

### Industries and Callings

Employees engaged in or in connection with the manufacture, packing, putting up and conveying to cold store of ice cream, frozen ices or snows, in the State, excluding the County of Yancowinna;

Excepting –

Engineers, fitters, turners, blacksmiths, coppermiths and patternmakers;  
Makers, fitters, and repairers of electrical apparatus and installations, and employees engaged in the maintenance of electrical apparatus and installations or in running electrical plant;  
Tinsmiths, canister makers, sheet ironworkers, and tin box makers;  
Carpenters and joiners;  
Engine-drivers and firepersons, greasers, trimmers, cleaners, and pumpers engaged in and about the driving of engines, electrical crane, winch, and motor drivers;  
Plumbers and gasfitters and their assistants;  
Painters;  
Bricklayers and tuckpointers;  
Carters, grooms, stablepersons, yardpersons, and drivers of motor and other power propelled vehicles;  
Watchpersons, caretakers and cleaners;  
Clerks; and  
Cold storage and ice hands.

F. MARKS *J.*

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(283)

SERIAL C0343

## **DRAUGHTSMEN, PLANNERS, TECHNICAL OFFICERS, & C. (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 1146, 4612 and 5355 of 1999)

Before Mr Deputy President Sams

19 and 24 April 2001

### **REVIEWED AWARD**

#### **PART A - APPLICATION AND OPERATION OF AWARD**

##### 1.1 AWARD TITLE

This award is entitled the Draughtsmen, Planners, Technical Officers, & c. (State) Award.

##### 1.2 ARRANGEMENT

This award is arranged as follows:

#### **PART 1 - Application and operation of award**

Clause No.	Subject Matter
------------	----------------

- |     |                              |
|-----|------------------------------|
| 1.1 | AWARD TITLE                  |
| 1.2 | ARRANGEMENT                  |
| 1.3 | ANTI-DISCRIMINATION          |
| 1.4 | DEFINITIONS                  |
| 1.5 | APPLICATION OF THE AWARD     |
| 1.6 | AREA, INCIDENCE AND DURATION |

#### **PART 2 - ENTERPRISE FLEXIBILITY**

- |     |                         |
|-----|-------------------------|
| 2.1 | ENTERPRISE FLEXIBILITY  |
| 2.2 | FACILITATIVE PROVISIONS |

#### **PART 3 - CONSULTATION AND DISPUTE RESOLUTION**

- |     |                                       |
|-----|---------------------------------------|
| 3.1 | CONSULTATIVE MECHANISM AND PROCEDURES |
| 3.2 | DISPUTE RESOLUTION PROCEDURE          |

#### **PART 4 - EMPLOYMENT RELATIONSHIP**

- |       |                              |
|-------|------------------------------|
| 4.1   | EMPLOYER AND EMPLOYEE DUTIES |
| 4.2   | EMPLOYMENT CATEGORIES        |
| 4.2.1 | Probationary Employment      |
| 4.2.2 | Full Time Employment         |
| 4.2.3 | Casual Employment            |
| 4.2.4 | Part-time Employment         |

- 4.2.5 Employment For Specific Period of Time or For a Specific Task or Tasks
- 4.2.6 Apprentices
- 4.2.7 Trainees
- 4.2.8 Junior Tracers
- 4.3 TERMINATION OF EMPLOYMENT
  - 4.3.1 Notice of Termination by Employer
  - 4.3.2 Notice of Termination by Employee
  - 4.3.3 Summary Dismissal
  - 4.3.4 Time Off During Notice Period
  - 4.3.5 Certificate of Service
- 4.4 REDUNDANCY
  - 4.4.1 Application
  - 4.4.2 Introduction of Change
    - 4.4.2.1 Employer's duty to notify
    - 4.4.2.2 Employer's duty to discuss change
  - 4.4.3 Redundancy
    - 4.4.3.1 Discussions before terminations
  - 4.4.4 Termination of Employment
    - 4.4.4.1 Notice for Changes in Production, Programme, Organisation or Structure
    - 4.4.4.2 Notice for Technological Change
    - 4.4.4.3 Time off During the Notice Period
    - 4.4.4.4 Employee Leaving During the Notice Period
    - 4.4.4.5 Statement of Employment
    - 4.4.4.6 Employment Separation Certificate
    - 4.4.4.7 Transfer to Lower Paid Duties
  - 4.4.5 Severance Pay
    - 4.4.5.1 Amounts
    - 4.4.5.2 Incapacity to Pay
    - 4.4.5.3 Alternative Employment
- 4.5 ABSENCE FROM DUTY
- 4.6 STANDING DOWN EMPLOYEES
- 4.7 ABANDONMENT OF EMPLOYMENT
- 4.8 PAY SLIPS AND EMPLOYER RECORDS
- 4.9 RIGHT OF ENTRY
- 4.10 AWARD TO BE POSTED
- 4.11 NOTICE BOARDS
- 4.12 NOTIFICATION OF CLASSIFICATION

## **PART 5 - RATES OF PAY AND RELATED MATTERS**

- 5.1 CLASSIFICATIONS AND RATES OF PAY
  - 5.1.1 Rates of Pay for Adult Employees
  - 5.1.2 Classification Definitions
  - 5.1.3 Procedure for Classifying Employees
  - 5.1.4 Lower and Higher Grade Duty
- 5.2 TRAINING
- 5.3 APPRENTICE RATES OF PAY
- 5.4 TRACERS JUNIOR RATES OF PAY
- 5.5 TRAINEE RATES OF PAY
- 5.6 SUPPORTED WAGE SYSTEM FOR PEOPLE WITH DISABILITIES
- 5.7 ALLOWANCES AND SPECIAL RATES
  - 5.7.1 Allowances
  - 5.7.2 Application of Technical Computing Allowance
  - 5.7.3 Checking work allowance
  - 5.7.4 Trainer/Supervisor/Coordinator - Technical
- 5.8 EXTRA RATES NOT CUMULATIVE

- 5.9 PAYMENT OF WAGES
  - 5.9.1 Period of Payment
  - 5.9.2 Method of Payment
  - 5.9.3 Payment of Wages on Termination of Employment
  - 5.9.4 Day off Coinciding With Pay Day
  - 5.9.5 Wages to be Paid During Working Hours
  - 5.9.6 Absences from Duty Under an Averaging System
- 5.10 SHIP TRIALS

## **PART 6 - HOURS OF WORK, SHIFT WORK, MEAL BREAKS AND OVERTIME**

- 6.1 ORDINARY HOURS OF WORK
  - 6.1.1 Ordinary Hours of Work - Day Workers
  - 6.1.2 Ordinary Hours of Work - Continuous Shiftworkers
  - 6.1.3 Ordinary Hours of Work - Non-continuous Shiftworkers
  - 6.1.4 Methods of Arranging Ordinary Working Hours
  - 6.1.5 Daylight Saving
- 6.2 SPECIAL PROVISIONS FOR SHIFTWORKERS
  - 6.2.1 Definitions
  - 6.2.2 Afternoon and Night Shift Allowances
  - 6.2.3 Rate for Working on Saturday Shifts
  - 6.2.4 Rate for Working on Sunday and Public Holiday Shifts
- 6.3 MEAL BREAKS
- 6.4 MORNING AND AFTERNOON TEA
- 6.5 OVERTIME
  - 6.5.1 Payment for Working Overtime
  - 6.5.2 Requirement to Work Reasonable Overtime
  - 6.5.3 One in, All in Does Not Apply
  - 6.5.4 Rest Period after Overtime
  - 6.5.5 Call Back
  - 6.5.6 Standing By
  - 6.5.7 Saturday Work
  - 6.5.8 Sunday Work
  - 6.5.9 Public Holiday Work
  - 6.5.10 Rest Break
  - 6.5.11 Meal Allowance
  - 6.5.12 Transport of Employees

## **PART 7 - TYPES OF LEAVE AND PUBLIC HOLIDAYS**

- 7.1 ANNUAL LEAVE
  - 7.1.1 Period of Leave
  - 7.1.2 Public Holidays Falling in a Period of Leave
  - 7.1.3 Leave to be Taken
  - 7.1.4 Proportionate Leave on Termination
  - 7.1.5 Annual Close Down
  - 7.1.6 Annual Leave Loading
- 7.2 LONG SERVICE LEAVE
- 7.3 SICK LEAVE
  - 7.3.1 Amount of paid sick leave
  - 7.3.2 Single Day Absences
  - 7.3.3 Accumulation of Sick leave
  - 7.3.4 Attendance at Hospital, etc.
  - 7.3.5 Year of Service
  - 7.3.6 Broken Service

- 7.4 PERSONAL/CARERS LEAVE
  - 7.4.1 Use of Sick leave
  - 7.4.2 Unpaid leave for Family Purpose
  - 7.4.3 Use of Annual Leave
  - 7.4.4 Use of Time off in Lieu of Payment for Overtime
  - 7.4.5 Use of Make-up Time
  - 7.4.6 Use of Rostered Days Off
  - 7.4.7 Bereavement Leave
- 7.5 JURY SERVICE
- 7.6 PARENTAL LEAVE
- 7.7 PUBLIC HOLIDAYS
  - 7.7.1 Prescribed Holidays
  - 7.7.2 Payment for Time Worked on a Public Holidays
  - 7.7.3 Effect on Payment for Holidays if Absent on Working Day Before or After
  - 7.7.4 Rostered Day Off Falling on Public Holiday
  - 7.7.5 Public Holidays Falling Within a Period of Annual Leave

## PART 8 – MISCELLANEOUS

- 8.1 CLOTHING AND EQUIPMENT
- 8.2 LOCKERS

## SCHEDULES

- SCHEDULE A CLASSIFICATION DEFINITIONS
- SCHEDULE B COMPARATIVE SCHEDULE
- SCHEDULE C INDUSTRIES AND CALLINGS

### 1.3 ANTI-DISCRIMINATION

- 1.3.1 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.
- 1.3.2 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.
- 1.3.3 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.
- 1.3.4 Nothing in this clause is to be taken to affect :
  - 1.3.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
  - 1.3.4.2 offering or providing junior rates of pay to persons under 21 years of age;
  - 1.3.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - 1.3.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

1.3.5 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.”

#### 1.4 DEFINITIONS

1.4.1 "Engineering Streams" are the three broad engineering streams recognised within the classification definitions set out in Schedule A, namely: Electrical/electronic; fabrication; and mechanical. Additionally, there are five vocational fields (as defined). Entry to training in any engineering stream is not conditional on union membership. The streams are defined as:

- 1.4.1 (a) "Electrical/electronic stream" includes the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all electrical and electronic devices systems, equipment and controls, eg, electrical wiring, motors, generators, PLC's and other electronic controls, instruments, refrigeration, telecommunications, radio and television, communication and information processing.
- 1.4.1 (b) "Mechanical stream" includes the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all mechanical equipment, machinery, fluid power systems, automotive mechanics, instruments, refrigeration, and the use of related computer controlled equipment, eg, Computer Numeric Controlled machine tools.
- 1.4.1 (c) "Fabrication stream" includes fabrication, forging, carpentry, plumbing, founding, structural steel erection, electroplating, metal spinning, metal polishing, sheet metal work and the use of related computer controlled equipment. This includes fabrication in all metals, plastics, carbon fibre, composite materials, ceramics and other materials.

1.4.2 "Vocational Fields" are the five vocational fields recognised within the classification structure of this Award, namely: trade; technical; engineering/production; supervisor/trainer/coordinator; and professional. The fields are defined as:

- 1.4.2 (a) "Trade" includes an employee who possesses as a minimum qualification a trade certificate in any of the engineering streams on the higher engineering trade (as defined).
- 1.4.2 (b) "Technical Field" includes:
  - (i) Production planning, including scheduling, work study, and estimating materials, handling systems and like work.
  - (ii) Technical including inspection, quality control, supplier evaluation, laboratory, non- destructive testing, technical purchasing, and design and development work (prototypes, models, specifications) in both product and process areas and like work.
  - (iii) Design and draughting and like work.
- 1.4.2 (c) "Engineering/Production Field" includes employees primarily engaged in production work including production, distribution, stores and warehousing, but does not require a

qualification in the trade, technical, professional or supervisory fields.

- 1.4.2 (d) "Supervisor/Trainer/Coordinator Field" includes employees who are:
- (i) Responsible for the work of other employees and/or provision of on-the-job training including coordination and/or technical guidance; or
  - (ii) Responsible for supervision and/or training of other supervisors or trainers; or
  - (iii) Responsible primarily for the exercise of technical skills, as defined, up to the level of their skill and competence and who are additionally involved in the supervision/training of other employees.
- 1.4.2 (e) "Professional Field" includes an employee who possesses an academic qualification which enables that employee to become a graduate member of the Institute of Engineers, Australia or an academic qualification in science set out in the Academic Schedule appearing in the Metal, Engineering and Associated Industries, 1998 Part IV - Professional Scientists.

### 1.5 APPLICATION OF AWARD

#### 1.5.1 Draughtsmen and Tracers

- (a) This award applies to –
- (i) persons employed primarily as draughtsmen or draughtswomen and who are occupied for the substantial part of the time as draughtsmen or draughtswomen;
  - (ii) Persons employed for the substantial part of their time as tracers;
- (b) This award does not apply to –
- (i) articled students in architecture or surveying and student engineers employed by professional consulting engineers;
  - (ii) persons who, for a term not exceeding two years, are employed in a drawing office as part of a course of training in a profession other than draughting or for an executive or administrative appointment;
  - (iii) persons employed within the County of Yancowinna.

#### 1.5.2

This award applies to –

Persons employed as technical officers, technical assistants, and planners of engineering production, construction or maintenance work and trainees and cadets in any of the aforementioned occupations in the State excluding the County of Yancowinna.

### 1.6 AREA, INCIDENCE AND DURATION

This award has been reviewed pursuant to s.19 of the *Industrial Relations Act* 1996. The variations to this reviewed award shall take effect from the first pay period commencing on or after 19 April 2001.

This award consolidates and replaces the Draughtsmen, Planners, Technical Officers, &c. (State) Award published 16 April 1992 (268 I.G. 1119), the Draughtsmen, Planners, Technical Officers Family Leave Provisions (State) Award published 8 March 1996 (291 I.G. 57) and the Draughtsmen, Planners, Technical Officers, &c., Redundancy (State) Award published 31 March 1995 (284 I.G. 1053), and all variations thereof.

It shall apply to all persons of the classes herein mentioned in the State excluding the County of Yancowinna.

This award shall apply to the Industries and Callings under the jurisdiction of the Draughtsmen, Planners, Technical Officers (State) Industrial Committee

*Excepting* employees of:

Division A - Draughtsmen and Tracers

*Excepting* -

Employees of the Crown as defined in section 5 of *Industrial Arbitration Act 1940*;

Persons employed by 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, in and about the works of the said companies at Port Kembla; and

Employees in and about metalliferous and limestone mines, in or in connection with mining for minerals, other than coal and shale, in or about diamond and gem-bearing mines, mining dredges, ore sluicing processes, ore smelting, refining, treatment and reduction works;

And *excepting* also persons employed by -

The Australian Gas Light Company;  
 The North Shore Gas Company Limited;  
 Newcastle Gas Company Limited;  
 The Council of the City of Sydney;  
 The Sydney County Council;  
 St George County Council;  
 The Clarence River County Council;  
 The Council of the City of Newcastle;  
 Shire and Municipal Councils;  
 The Electricity Commission of New South Wales;  
 Electric Light and Power Supply Corporation Limited;  
 The Hunter District Water Board;  
 The Metropolitan Water, Sewerage and Drainage Board;  
 State Rail Authority of New South Wales;  
 The Commissioner for Motor Transport;  
 The Maritime Services Board of New South Wales;  
 The Commissioner for Main of Roads; Newcastle;  
 The Water Resources Commission;

And persons coming within the jurisdiction of the following Industrial Committees -

Sugar Workers (Colonial Sugar Refining Company Limited, Pyrmont);  
 Steel Works Employees (Broken Hill Proprietary Company Limited);  
 Iron and Steel Works Employees (Australia Iron & Steel Proprietary Limited);  
 John Lysaght (Australia) Pty Limited, Newcastle;  
 Tubemakers of Australia Limited, Newcastle;  
 Australian Wire Industries Pty Limited - Sydney Wiremill;  
 John Lysaght (Australia) Pty Ltd - Port Kembla;  
 Australian Wire Industries Pty Ltd - Newcastle Ropery;  
 Cement Workers, &c. (State);  
 Special Steels and Steel Products Manufacture (Commonwealth Steel Company Limited);  
 Tubemakers of Australia Limited, Yennora;  
 Australian Wire Industries Pty Ltd - Newcastle Wiremill;

And *excepting* -

Employees within the jurisdiction of the County Councils (Electricity Undertakings) Employees Industrial Committee, the Shortland County Council Industrial Committee, the Commonwealth Steel Company Limited, Unanderra, Industrial Committee, the University Employees, &c. (State) Industrial Committee, the Smelting and Fertilizer Manufacturing (Sulphide Corporation Pty Limited and Greenleaf Fertilizers Limited) Industrial Committees; Googong Dam Project Industrial Committee.

Division B - Production Planners and Technical Officers Excepting -

Employees of the Crown;

And *excepting* also persons employed by -

Public Transport Commission of New South Wales;  
 The Electricity Commission of New South Wales;  
 The Commissioner for Motor Transport;  
 The Metropolitan Water Sewerage and Drainage Board;  
 The Hunter District Water Board;  
 The Commissioner for Main Roads;  
 The Maritime Services Board of New South Wales;  
 The Water Resources Commission;  
 South Maitland Railways Pty Limited;  
 The United Dental Hospital of Sydney;

And *excepting* also -

Persons employed in the coal mining industry;  
 Persons employed by municipal, shire and country councils;

An *excepting* also employees within the jurisdiction of the following Industrial Committees, namely -

Iron and Steel Works Employees (Australian Iron & Steel Proprietary Limited);  
 Australian Wire Industries Pty Ltd, Newcastle Ropery;  
 Steel Works Employees (Broken Hill Proprietary Company Limited);  
 Special Steels and Steel Products Manufacture (Commonwealth Steel Company Limited);  
 Commonwealth Steel Company Limited, Unanderra;  
 John Lysaght (Australia) Pty Ltd, Newcastle;  
 John Lysaght (Australia) Pty Ltd, Port Kembla;  
 Australian Wire Industries Pty Ltd - Sydney Wiremill;  
 Australian Wire Industries Pty Ltd - Newcastle Wiremill;  
 Cement Workers, &c. (State);  
 Tubemakers of Australia Limited, Yennora;  
 Tubemakers of Australia Limited, Newcastle;  
 Quarries (Australian Iron and Steel Pty Limited);  
 Quarries, &c. (Broken Hill Proprietary Company Limited);  
 Engineers, &c. (State);  
 Metalliferous Miners, &c., General (State);  
 Metalliferous Miners, &c. (State) No. 2;  
 Scientific Officers, Chemists and Chemical Colonial Sugar Refining Co. Limited (Concord Works);  
 Sugar Workers (Colonial Sugar Refining Company Limited, Pymont);  
 Engineers (State);  
 University Employees, &c. (State);  
 Smelting, &c. (Electrolytic R. & S. Company, &c.);  
 Smelting (Sulphide Corporation Limited);  
 Australian Gas Light Company (Salaried Division);  
 North Shore Gas Company Limited (Salaried Division);  
 Newcastle Gas Company Limited (Salaried Division);  
 Australian Gas Light Company (Wages Division);  
 North Shore Gas Company Limited (Wages Division);

Googong Dam Scheme.

### *Exemptions*

Exclusion – Unilever Australia Limited (Unifoods Division) – Employees of Unilever Australia Limited, Unifoods Division, Concord, employed on the Concord site shall be excluded from the terms and conditions of this award so long as they are employees under the terms and conditions of the Industrial Agreement registered pursuant to section 11 of the Industrial Arbitration Act 1940, or any agreement replacing it.

## **PART 2 - ENTERPRISE FLEXIBILITY**

### Summary

These clauses provide for how the award may be varied in order to meet the particular needs of an enterprise.

### **2.1 ENTERPRISE FLEXIBILITY**

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

- 2.1.1 A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace shall be established.
- 2.1.2 For the purpose of the consultative process the employees may nominate the Union or Unions bound by this award, or other representative, to represent them.
- 2.1.3 Where agreement is reached an application shall be made to the Commission.

### **2.2 FACILITATIVE PROVISIONS**

#### 2.2.1 Agreement to vary award provisions

- 2.2.1 (a) This award contains facilitative provisions which allow agreement between an employer and employees on how specific award provisions are to apply at the workplace or section or sections of it. The facilitative provisions are identified in 2.2.2, 2.2.3 and 2.2.4.
- 2.2.1 (b) The specific award provisions establish both the standard award condition and the framework within which agreement can be reached as to how the particular provisions should be applied in practice. Facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by this award.

#### 2.2.2 Facilitation by individual agreement

- 2.2.2 (a) The following facilitative provisions can be utilised upon agreement between employer and an employee provided that the agreement complies with clause 2.2.2(b), (c)(i) and (ii):
  - 4.2.4(b)(iii) Variation to hours Part-time Employment
  - 6.3.5 Meal Break
- 2.2.2 (b) The agreement reached must be recorded in the time and wage record kept by the employer in accordance with Division 2 of Part 3 of the Industrial Relations (General) Regulation 1996.
- 2.2.2 (c) (i) If an employee is a member of a union bound by the award, the employee may be represented by the union in meeting and conferring with the employer about the implementation of the facilitative provisions.

- (ii) The union must be given a reasonable opportunity to participate in negotiations regarding the proposed implementation of a facilitative provision. Union involvement does not mean that the consent of the union is required prior to the introduction of agreed facilitative arrangements.

### 2.2.3 Facilitation by majority or individual agreement

- 2.2.3 (a) Subject to paragraphs (b) and (c) of this subclause, the following facilitative provisions can be utilised upon agreement between the employer and the majority of employees in the workplace or a section or sections of it OR, the employer and an individual employee.

- 5.9.1(b) Payment of Wages
- 6.1.1(b) Ordinary hours of Work for Day Workers on Weekends
- 6.1.1(c) Variation to Spread of Hours for Day Workers
- 6.1.4(a)&(b) Methods of Arranging Ordinary Working Hours
- 6.2.1 Shift Definitions
- 6.3.1(b) Working in Excess of Five Hours without a Meal Break
- 7.7.1(d) Substitution of Public Holidays

- 2.2.3 (b) Majority Agreement

Where an agreement has been reached with the majority of employees in the workplace or a section or sections of it to implement a facilitative provision in 2.2.3(a), the employer may not implement that agreement unless:

- (i) it complies with 2.2.2(b), 2.2.2(c) and where specified 2.2.5; and
- (ii) agreement has been reached with each individual employee to be covered by the facilitative provision.

- 2.2.3 (c) Individual Agreement

Where no agreement has been sought by the employer with the majority of employees in accordance with 2.2.3(b), the employer may seek to reach agreement with individual employees in the workplace, and such agreement will be binding on individual employees provided it complies with 2.2.2(b) and (c) and provided that the agreement is only with an individual employee or a number of individuals less than the majority in the workplace or a section or sections of it.

### 2.2.4 Facilitation by Majority Agreement

- 2.2.4 (a) The following facilitative provisions may only be utilised upon agreement between the employer and the majority of employees in the workplace or a section or sections of it.

- 6.1.2(c) Ordinary Hours of Work, Continuous Shift Workers
- 6.1.3(b) Ordinary Hours of Work, Non-continuous Shift Workers
- 6.1.4(c) 12 Hour Shifts
- 7.1.1 Period of Annual Leave
- 7.1.5(vi)(b) Annual Close Down

- 2.2.4 (b) Where an agreement has been reached with the majority of employees in the workplace, or a section or sections of it, to implement a facilitative provision in 2.2.4(a), that agreement shall be binding on all such employees, provided the requirements of 2.2.2(b), 2.2.2(c) and where specified 2.2.5 have been met.

### 2.2.5 Additional Safeguard

- 2.2.5 (a) An additional safeguard applies to:

- 5.9.1(b) Period of Payment of Wages
- 6.1.2(c) Ordinary Hours of Work, Continuous Shift Workers
- 6.1.3(b) Ordinary Hours of Work, Non-Continuous Shift Workers.

2.2.5 (b) The additional safeguard requires that the unions which are party to the award and which have members employed at an enterprise covered by the award shall be informed by the employer of the intention to use the facilitative provision and shall be given a reasonable opportunity to participate in the negotiations regarding its use. Union involvement in this process does not mean that the consent of the union is required prior to the introduction of agreed facilitative arrangements at the enterprise.

#### 2.2.6 Majority vote at the initiation of the employer

A vote of employees in the workplace, or a section or sections of it, taken in accordance with 2.2.3 or 2.2.4, to determine if there is majority employee support for implementation of a facilitative provision, will be of no effect, unless taken with the agreement of the employer.

#### 2.2.7 Dispute over facilitation

In the event that a dispute or difficulty arises over the implementation or continued operation of a facilitative provision, the matter will be handled in accordance with the dispute resolution procedure in clause 3.2

### **PART 3 - CONSULTATION AND DISPUTE RESOLUTION**

#### **3.1 CONSULTATIVE MECHANISM AND PROCEDURES**

3.1.1 At each enterprise covered by this award the employer and employees and, if appropriate an appropriate representative including a trade union bound by this award, may establish a mechanism and procedures which enables them to communicate and consult about matters arising out of this award, in particular clauses 2.1 and 2.2 which they agree would assist in achieving and maintaining co-operative workplace relations and mutually beneficial work practices.

3.1.2 The employer shall permit a notice board to be erected in the plant, or each part of a plant, to facilitate communication between employees and/or their union representatives.

#### **3.2 DISPUTE RESOLUTION PROCEDURE**

##### Summary

Each enterprise must establish a procedure to avoid or resolve disputes.

3.2.1 A procedure for the avoidance or resolution of disputes will apply in all enterprises covered by this Award. The mechanism and procedures for resolving industrial disputes will include, but not be limited to, the following:

3.2.1 (a) The employee/s concerned will first meet and confer with their immediate supervisor. The employee/s may appoint another person to act on their behalf including a shop steward or delegate of their union. Subject to 3.2.2 and 3.2.3 where the shop steward or delegate is involved he/she shall be allowed the necessary time during working hours to interview the employee(s) and the supervisor.

3.2.1 (b) If the matter is not resolved at such a meeting the parties will arrange further discussions involving more senior management as appropriate. The employee may invite a union official to be involved in the discussions. The employer may also invite into the discussions an officer of the employer organisation to which the employer belongs.

The shop steward or delegate shall be allowed at a place designated by the employer, a

reasonable period of time during working hours to interview the duly accredited Union Officials of the Union to which they belong.

- 3.2.1 (c) If the matter remains unresolved, the employer may refer it to a more senior level of management or to a more senior national officer within the employer organisation. The employee may invite a more senior union official to be involved in the discussions. In the event there is no agreement to refer the matter to a more senior level or it is agreed that such a reference would not resolve the matter the parties shall jointly or individually refer the matter to the Industrial Relations Commission of New South Wales for assistance in resolving the matter.
- 3.2.2 In order to facilitate the procedure in 3.2.1:
- 3.2.2 (a) The party with the grievance must notify the other party at the earliest opportunity of the problem;
- 3.2.2 (b) Throughout all stages of the procedure all relevant facts must be clearly identified and recorded;
- 3.2.2 (c) Sensible time limits must be allowed for completion of the various stages of discussion. However, the parties must co-operate to ensure that the disputes resolution procedures are carried out as quickly as possible.
- 3.2.3 While the parties are attempting to resolve the matter the parties will continue to work in accordance with this award and their contract of employment unless the employee has a reasonable concern about an imminent risk to his or her health and safety. Subject to relevant provisions of the *Occupational Health and Safety Act 1983*, even if the employee has a reasonable concern about an imminent risk to his or her health or safety, the employee must not unreasonably fail to comply with a direction by his or her employer to perform other available work, whether at the same enterprise or another enterprise, that is safe and appropriate for the employee to perform.

## **PART 4 - EMPLOYMENT RELATIONSHIP**

### **4.1 EMPLOYER AND EMPLOYEE DUTIES**

#### Summary

An employee has certain obligations to carry out duties as directed. Any direction by the employer must be consistent with a safe and healthy work environment.

- 4.1.1 An employer may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote de-skilling.
- 4.1.2 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.

4.1.3 Any direction issued by an employer under this clause is to be consistent with the employer's responsibilities to provide a safe and healthy working environment.

## 4.2 EMPLOYMENT CATEGORIES

### Summary

This clause describes the various categories of employment under this award.

#### 4.2.1 Probationary Employment

- 4.2.1 (a) An employer may initially engage a full-time or part-time employee for a period of probationary employment for the purpose of determining the employee's suitability for ongoing employment. The employee must be advised in advance that the employment is probationary and of the duration of the probation which can be up to but not exceed three months.
- 4.2.1 (b) A probationary employee is for all purposes of the award a full-time or part-time employee.
- 4.2.1 (c) Probationary employment forms part of an employee's period of continuous service for all purposes of the award, except where otherwise specified in this award.

#### 4.2.2 Full-time Employment

Any employee not specifically engaged as being a part-time or casual employee is for all purposes of this award a full-time employee, unless otherwise specified in the award.

#### 4.2.3 Casual Employment

A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid one thirty eighth of the weekly award wage prescribed herein for the work which he or she performs, plus 15 per cent.

#### 4.2.4 Part-time Employment

- 4.2.4 (a) An employee may be engaged to work on a part-time basis involving a regular pattern of hours which shall average less than 38 hours per week
- 4.2.4 (b) (i) Before commencing part-time employment, the employee and employer must agree:
- (1) upon the hours to be worked by the employee, the days upon which they will be worked and the commencing and finishing times for the work;
  - (2) upon the classification applying to the work to be performed in accordance with Clause 5.1 of this award;
- (ii) Except as otherwise provided in this Award a part-time employee is entitled to be paid for the hours agreed upon in accordance with 4.2.4 (b)(i)(1).
- (iii) The terms of this agreement may be varied by consent.
- (iv) The terms of this agreement or any variation to it shall be in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.
- 4.2.4 (c) The terms of this award shall apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.
- 4.2.4 (d) Overtime

A part-time employee who is required by the employer to work in excess of the hours agreed upon in accordance with 4.2.4(b) (i) and (iii), shall be paid overtime in accordance with clause 6.5 of this award.

#### 4.2.4 (e) Public Holidays

Where the part-time employee's normal paid hours fall on a public holiday prescribed in clause 7.7 and work is not performed by the employee, such employee shall not lose pay for the day. Where the employee works on the holiday, such employee shall be paid in accordance with Clause 7.7 of this award.

#### 4.2.5 Employment for a Specific Period of Time or a Specific Task or Tasks

4.2.5 (a) An employee may be engaged on a full time or part time basis for a specific period of time or for specific task/s.

4.2.5 (b) The details of the specific period of time or specific task/s shall be set out in writing and retained by the employer. The employer shall provide a copy to the employee.

4.2.5 (c) An employee engaged in accordance with 4.2.5(a) is for all purposes of the award a full-time or part-time employee, except where otherwise specified in this award.

4.2.5 (d) Service under a contract of employment for a specific period of time or specific task/s shall form part of an employee's period of continuous service, where such employee is engaged as a full-time or part-time employee immediately following such contract of employment.

#### 4.2.6 Apprentices

4.2.6 (a) The terms of this award will apply to apprentices (including adult apprentices, as defined) except where it is otherwise stated or where special provisions are stated to apply. Apprentices may be engaged in trades or occupations provided for in this clause where declared or recognised by an Apprenticeship Authority.

4.2.6 (b) Apprenticeship Authority shall mean the Commissioner of Vocational Training appointed under the *Industrial and Commercial Training Act 1989*, the Vocational Training Board constituted under the Act or the Industrial Relation Commission established by the *Industrial Relations Act 1996*.

#### 4.2.7 Trainees

The parties to this Award shall observe the terms of the Metal Trades (Training Wage)(State) Award.

#### 4.2.8 Junior tracers

The terms of this award apply to junior tracers except where otherwise stated or where special provisions are stated to apply.

### 4.3 TERMINATION OF EMPLOYMENT

#### Summary

This clause describes certain rights and obligations of both employer and employees in circumstances where employment is terminated.

#### 4.3.1 Notice of Termination by Employer

- 4.3.1 (a) In order to terminate the employment of an employee the employer must give to the employee the following notice:

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

- 4.3.1 (b) In addition to the notice in 4.3.1(a) employees over 45 years of age at the time of the giving of the notice with not less than two years service, are entitled to an additional week's notice.
- 4.3.1 (c) Payment in lieu of the notice prescribed in 4.3.1(a) and (b) must be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 4.3.1 (d) In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice, had their employment not been terminated, must be used.
- 4.3.1 (e) The period of notice in this clause does not apply in the case of dismissal for serious misconduct, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specific task or tasks.
- 4.3.1 (f) For the purposes of this clause, service shall be calculated in the manner prescribed by subclause 7.3.5 - Year of Service.

#### 4.3.2 Notice of Termination by Employee

The notice of termination required to be given by an employee shall be the same as that required of an employer, except that there is no additional notice based on the age of the employee concerned. If an employee fails to give notice the employer has the right to withhold moneys due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

#### 4.3.3 Summary Dismissal

The employer has the right to dismiss any employee without notice for serious misconduct and in such cases any entitlements under this award are to be paid up to the time of dismissal only.

#### 4.3.4 Time off during notice period

Where an employer has given notice to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

#### 4.3.5 Certificate of Service

Upon termination of employment, the employer, when requested by the employee, shall provide him with a certificate of service stating length of service, duties performed and classification of office.

### 4.4 REDUNDANCY

#### 4.4.1 Application

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

#### 4.4.2 Introduction of Change

##### 4.4.2.1 Employer's duty to notify

- 4.4.2.1(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.
- 4.4.2.1(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.

##### 4.4.2.2 Employer's duty to discuss change -

- 4.4.2.2(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 4.4.2.1, 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.
- 4.4.2.2(b) The discussions shall commence as early as possible after a definite decision has been made by the employer to make the changes referred to in 4.4.2.1.
- 4.4.2.2(c) For the purpose of such discussions, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on 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.

#### 4.4.3 Redundancy

##### 4.4.3.1 Discussions before terminations

- 4.4.3.1(a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to 4.4.2.1(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.

- 4.4.3.1(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 4.4.3.1(a) and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.
- 4.4.3.1(c) For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

#### 4.4.4 Termination of Employment

##### 4.4.4.1 Notice for Changes in Production, Programme, Organisation or Structure

- 4.4.4.1(a) The notice provisions to be applied to terminations by the employer for reasons arising from changes in production, programme, organisation or structure shall be the same as that provided in 4.3 Termination of Employment
- 4.4.4.1(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.

##### 4.4.4.2 Notice for Technological Change

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with 4.4.2.1(a).

- 4.4.4.2(a) In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.
- 4.4.4.2(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.
- 4.4.4.2(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.

##### 4.4.4.3 Time off during the notice period

- 4.4.4.3(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 5 weeks, for the purposes of seeking other employment.
- 4.4.4.3(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.

##### 4.4.4.4 Employee leaving during the notice period

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

4.4.4.5 Statement of employment

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

4.4.4.6 Employment Separation Certificate

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

4.4.4.7 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in clause 4.4.2 of this award, 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.

4.4.5 Severance Pay

4.4.5.1 Amounts

Where an employee is to be terminated pursuant to subclause 4.4.4, the employer shall pay the following severance pay in respect of a continuous period of service:

4.4.5.1(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

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

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

4.4.5.1 (c) "Weeks pay" means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances.

#### 4.4.5.2 Incapacity to pay

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 4.4.5.1 above.

The Commission shall have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause 4.4.5.1 above will have on the employer.

#### 4.4.5.3 Alternative Employment

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 4.4.5.1 above if the employer obtains acceptable alternative employment for an employee.

### 4.5 ABSENCE FROM DUTY

Unless a provision of this award states otherwise (e.g. sick leave), an employee not attending for duty will lose their pay for the actual time of such non-attendance.

### 4.6 STANDING DOWN EMPLOYEES

#### Summary

The employer has the right to stand down an employee without pay in certain circumstances.

The employer has the right to deduct payment for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible. Provided that such standing down shall not be deemed a break in the continuity of employment for the purposes of any rights under this award.

### 4.7 ABANDONMENT OF EMPLOYMENT

#### Summary

This clause describes the circumstances which amount to abandonment of employment by an employee.

The absence of an employee from work for a continuous period exceeding three working days without the consent of the employer and without notification to the employer shall be prima facie evidence that the employee has abandoned their employment.

Provided that if within a period of 14 days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of the employer that they were absent for reasonable cause, they shall be deemed to have abandoned their employment.

Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later.

### 4.8 PAY SLIPS AND EMPLOYER RECORDS

#### 4.8.1 Pay Slips

Section 123 of the *Industrial Relations Act* 1996 (NSW) ('the Act') requires that when an employer pays remuneration to an employee, the employer must supply the employee with written particulars regarding the payment. The section enables an employer, with the approval of the Industrial Registrar, to make different arrangements for the supply of information about remuneration.

NOTE: The written particulars required by the Act, as set out in clause 6 of the *Industrial Relations (General) Regulation* 1996, are subject to change from time to time and are repeated here for convenience only.

#### “CLAUSE 6 Particulars of remuneration to be supplied to employees

- (1) For the purposes of section 123 of the Act, the following written particulars are to be supplied by the employer to an employee when remuneration is paid to the employee:
  - (a) the name of the employee,
  - (b) if the remuneration of the employee is set by an industrial instrument the classification of the employee under that instrument,
  - (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 (including overtime and other payments),
  - (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,
  - (j) the net amount paid.”

#### 4.8.2 Employer Records

Section 129 of the *Industrial Relations Act* 1996 (NSW) ('the Act') requires that an employer must ensure that certain records are kept in relation to employees of the employer.

NOTE: **The records required by the Act, as set out in Division 2 - Employers' records, of Part 3 of the *Industrial Relations (General) Regulation* 1996, are subject to change from time to time and are summarised here for convenience only.**

#### “CLAUSE 8 Content of records - General

The prescribed records relating to an employee must contain the following particulars:

- (a) the full name of the employer,
- (b) the full name of the employee,
- (c) if any conditions of employment of the employee are set by an industrial instrument the classification of the employee under that instrument,
- (d) whether the employee is employed full-time or part-time,

- (e) whether the employee is employed on a permanent, temporary or casual basis,
- (f) if the employee is an apprentice or trainee within the meaning of the *Industrial and Commercial Training Act 1989* the date the person became such an apprentice or trainee,
- (g) the date on which the employee was first employed with the employer,
- (h) if the employee's employment is terminated the date of termination.”

**“CLAUSE 9 Content of records - Remuneration And Hours Worked**

- 9(1) [Particulars re remuneration] The prescribed records relating to an employee must contain the following particulars concerning the remuneration paid and hours worked by the employee:
- (a) if the relevant industrial instrument prescribes the number of hours to be worked per week, day or other period the number of hours worked by the employee during each such period,
  - (b) if the relevant industrial instrument limits the daily hours of work and provides for the payment of daily overtime the number of hours worked by the employee during each day and the times of starting and ceasing work,
  - (c) if the relevant industrial instrument prescribes a weekly, daily, hourly or other period rate of remuneration the rate of remuneration per week, day, hour or other period at which the employee is paid,
  - (d) if the relevant industrial instrument prescribes piece-work the number and description of pieces made by the employee and the rate per piece at which the employee is paid,
  - (e) the gross amount of remuneration paid to the employee, showing the deductions made from that remuneration,
  - (f) such other particulars as are necessary to show that the requirements of the relevant industrial instrument relating to remuneration paid and hours worked are being complied with.
- 9(2) [Remuneration defined] In this clause, *remuneration* includes overtime and other payments.

**CLAUSE 10 Content of records - Leave**

The prescribed records relating to an employee must contain the following particulars about leave of any kind to which the employee is entitled under the industrial relations legislation or an industrial instrument:

- (a) the leave taken by the employee,
- (b) the employee's entitlement from time to time to that leave,
- (c) accrual of leave.

**CLAUSE 11 Content of records - Superannuation Contributions**

11(1) [Particulars re superannuation] The prescribed records relating to an employee must contain the following particulars about any superannuation contributions that the employer must make for the benefit of the employee under an industrial instrument:

- (a) the amount of the contributions made,
- (b) the period over which the contributions are made,
- (c) when the contributions are made,
- (d) the name of the fund or funds to which the contributions were made,
- (e) the basis on which the employer became liable to make the contributions (including particulars of any relevant election by the employee).

11(2) [Certain particulars not required] The particulars referred to in subclause (1)(a)-(c) are not required in the case of contributions to a defined benefit superannuation fund within the meaning of the *Occupational Superannuation Standards Regulations* of the Commonwealth.

**CLAUSE 12 Manner and form of keeping records**

12(1) [Prescribed records in English] The prescribed records must be:

- (a) in legible form in the English language, or
- (b) in computerised or other form that is readily accessible and is convertible into a legible form in the English language.

12(2) [Enabling inspection] For the purposes of enabling an inspector or other person to exercise any power conferred by the Act to inspect any records kept in the form referred to in subclause (1)(b), the relevant part of the records are to be converted into legible form in the English language.”

**4.9 RIGHT OF ENTRY**

See Part 7 of Chapter 5 of the *Industrial Relations Act* 1996 (NSW).

**4.10 AWARD TO BE POSTED**

Section 361 of the *Industrial Relations Act* 1996 (NSW) requires that an employer of employees whose conditions of employment at any premises are affected by this award must cause a copy of this award to be exhibited in a conspicuous place at those premises.

**4.11 NOTICE BOARDS****4.11.1 Notice Board**

The employer shall permit a notice board of reasonable dimensions to be erected in a prominent position in his/her plant or in separate buildings in each plant so that it will be reasonably accessible to all his/her employees working under the award. Accredited union representatives shall be permitted to put on the notice board or boards, union notices, signed or countersigned by the representative posting it. Any notice posted on such board not so signed or countersigned may be removed by an accredited union representative or by the employer.

**4.12 NOTIFICATION OF CLASSIFICATION**

- (a) All employees covered by this award shall be given written notification by their employer of their classification and number of years' credited service within that classification within:
- (i) two weeks of being engaged by their employer;
  - (ii) two weeks of entering into a classification or a promotion coming within the scope of this award: Provided that the automatic progression of an employee through the years of experience as expressed in the one classification shall not be deemed as coming within (ii), of this subclause.
- (b) Further, a notification given to an employee on entry into a classification coming within the scope of this award shall positively identify the designation of the employee together with his credited "Years of Experience".

**PART 5 -RATES OF PAY AND RELATED MATTERS****5.1 CLASSIFICATIONS AND RATES OF PAY****5.1.1 Rates Of Pay For Adult Employees**

5.1.1 (a) Adult employees, other than those specified in 5.1.1(b), shall be entitled to receive the award rate of pay for the relevant classification as set out in the table in 5.1.1(c)

5.1.1 (b) The following adult employees are not entitled to receive the award rate of pay set out in the table in 5.1.1(c):

Apprentices

Employees receiving a supported wage (refer to Clause 5.7);

Trainees (refer to Clause 5.5);

5.1.1 (c) Schedule of Rates of Pay

<b>Wage Group</b>	<b>Base rate per week \$</b>	<b>Suppl. payment per week \$</b>	<b>SWC adjustments \$</b>	<b>Weekly award rate \$</b>	<b>Hourly rate \$</b>
Level C14	284.80	40.60	75.00	400.40	10.54
Level C13	299.50	42.60	75.00	417.10	10.98
Level C12	319.20	45.40	75.00	439.60	11.57
Level C11	337.40	48.10	75.00	460.50	12.12
Level C10	365.20	52.00	75.00	492.20	12.95
Level C9	383.50	54.60	75.00	513.10	13.50
Level C8	401.70	57.20	75.00	533.90	14.05
Level C7	420.00	59.80	73.00	552.80	14.55
Level C6	456.50	65.00	71.00	592.50	15.59
Level C5	474.80	67.60	71.00	613.40	16.14
Level C4	493.00	70.20	71.00	634.20	16.69
Level C3	529.50	75.40	71.00	675.90	17.79
Level C2(a)	547.80	78.00	71.00	696.80	18.34
Level C2(b)	584.30	83.20	69.00	736.50	19.38
Level C1(a)	657.40	93.60	69.00	820.00	21.58
Level C1(b)	766.90	109.20	69.00	945.10	24.87

5.1.1 (d) Trainer/Supervisor/Coordinator - Technical

A Trainer/Supervisor/Coordinator - Technical is an employee who is responsible primarily for the exercise of skills in technical fields as defined, up to the level of his/her skill and competence and who is additionally involved in the supervision/training of other technical employees. Such an employee shall receive not less than 107% of the rate of pay applicable to the employee's technical classification.

5.1.1 (e) State Wage Case Adjustments

The rates of pay in this award include the adjustments payable under 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.

5.1.1. (f) Phasing in of Wage Rates of Employees without relevant Work Experience

An employee who possesses the appropriate level of academic qualifications and who otherwise meets the requirements of the relevant classification definition but who is without prior experience in the metal and engineering industry or other relevant work experience shall be paid in accordance with the following formula:

Qualification	Years of Relevant Experience	% of Relevant Work Rate of Pay
Advanced Certificate or National Diploma 1	0	77% of C5 Rate
	1	85% of C5 Rate
	2	96% of C5 Rate
	3	100% of C5 Rate
Associate Diploma or National Advanced Diploma	0	72% of C3 Rate
	1	79% of C3 Rate
	2	89% of C3 Rate
	3	93% of C3 Rate
	4	100% of C3 Rate

5.1.1 (g) For the purposes of this clause, any entitlement to wages expressed to be by the week shall mean any entitlement which an employee would receive for performing 38 hours of work.

5.1.2 Classification Definitions

The definitions of the classifications for each of the wage levels referred to in 5.1.1(c) are set out in Schedule A.

5.1.3 Procedure For Classifying Employees

5.1.3 (a) The procedures for reclassifying employees under this award are set out in the National Metal and Engineering Competency Standards Implementation Guide distributed by the Manufacturing Engineering and Related Services Industry Training Advisory Body.

5.1.3 (b) Without detracting from any of the processes set out in 5.1.3(e), any disputes in relation to classification or reclassification, including disputes relating to the terms of the National Metal and Engineering Competency Standards Implementation Guide, shall be handled in accordance with the Dispute Resolution Procedure in clause 3.2 of this award.

- 5.1.3 (c) (i) It shall be a term of the award that where there is an agreement to implement the standards at the enterprise, or in the event that the classification of an employee is called into question, the issue shall be settled by the application of competency standards in accordance with this clause and the National Metal and Engineering Competency Standards Implementation Guide or by reference to the minimum training requirement in the relevant classification definition, except as provided in paragraphs (ii) (iii) and (iv) below.
- (ii) Where the employee has a relevant qualification recognised as a minimum training requirement for the level at which the employee seeks to be classified and he/she is exercising or will be required to exercise the skills and knowledge gained from that qualification necessary for that level of work the employee shall be classified appropriately. It is up to the employer to demonstrate reasons for a qualification that is a recognised minimum training requirement not being regarded as relevant for an employee's work. Any disputes which cannot be resolved at the enterprise level over the application of this clause in the first instance are to be referred to the prescribed in 5.1.3(e)(i) of this award.
- (iii) Where skill standards have not been finalised in respect of any class of work, and this is necessary for determining an employee's classification, employees performing such work shall not be reclassified until such standards are available except as provided for in paragraphs (ii) and (iv) of this subclause.
- (iv) Where the situation described in paragraph (iii) above applies, but not under any other circumstances, an employee may be reclassified on the basis that the employee meets the requirements of the classification definitions prescribed in Schedule A of this Award.
- (v) All employees engaged under the award at the relevant classification levels shall be subject to the metal and engineering competency standards.
- 5.1.3 (d) Other provisions to be followed where competency standards are being implemented in an enterprise:
- (i) Management and employee representatives responsible for overseeing the implementation of competency standards within enterprises shall be given access to briefing and/or training courses on the standards prior to implementation.
- (ii) Such briefings/training courses on the metal and engineering competency standards and Implementation Guide should be approved by the Manufacturing Engineering and Related Services Industry Training Advisory Body (MERISTAB). These briefings/training courses can be either a joint briefing delivered by the parties or by one party with the approval of other relevant parties at the enterprise or an approved course delivered by a MERSITAB recognised provider with the approval of the relevant parties at the enterprise level. The above does not exclude the delivery of additional training or advice by the parties or the MERSITAB to enterprises.
- 5.1.3 (e) Facilitation of Implementation
- (i) A Committee to facilitate the implementation of standards, chaired by an independent agreed chairperson and consisting of the relevant employer and union parties to the award shall meet as required to monitor the implementation of standards until 30 June 2001. The Executive Officer of the Manufacturing, Engineering and Related Services Industry Training Advisory Body shall also be a member of the Committee. The need for the Committee shall be reviewed before 30 June 2001. The Committee will be responsible for: monitoring implementation; dealing with any major implementation problems including the application of points; refinement of the standards in respect of their use within the award; any variation to, or dispute over, the National Metal and Engineering Competency Standards Implementation Guide in the light of experience during the implementation process; and co-ordinating any further advice to enterprises.

In dealing with any major problems the Committee may:

- request national officials of the relevant industry parties to meet immediately to attempt to resolve the concerns;
  - make arrangements for an assessment and report by experts representing the relevant industry parties. The Committee would then consider the report of the experts and agree on a course of action to resolve the concerns;
  - recommend that implementation be suspended in an enterprise or enterprises whilst the Committee deals with the issues of concern.
- (ii) Where necessary an application may be made to the Industrial Committee as set out in subclause 5.1.3(g) for the purpose of resolving any disputes or difficulty or likely dispute or difficulty in relation to the implementation of competency standards either at the industry or enterprise level.
- (iii) During the period of operation of the Committee established under sub-paragraph 5.1.3(e)(i), if any problem arises in relation to implementation of the standards at the enterprise level which cannot be resolved by the parties at that level then it shall be referred to that Committee. If resolution is not achieved, the matter will be referred to the Industrial Committee as set out in subparagraph 5.1.3(e)(ii).

Notwithstanding the above, the rights of any party to pursue whatever other course of action is available under the *Industrial Relations Act 1996* remains available.

5.1.3 (f) Points

The points to be assigned to the classification levels under the award shall be:

<u>Award Classification</u>	<u>Level Recommended Points</u>
C14 -	
C13 -	
C12 ...	32
C11 ...	64
C10 ...	96
C9 ...	12 additional points above C10
C8 ...	24 additional points above C10
C7 ...	36 additional points above C10
C6 ...	48 additional points above C10
C5 ...	60 additional points above C10
C4 ...	Standards and points to be finalised
C3 ...	Standards and points to be finalised
C2a ...	Standards and points to be finalised
C2b ...	Standards and points to be finalised
C1a ...	Standards and points to be finalised
C1b ...	Standards and points to be finalised

and in accordance with Table 2 in the National Metal and Engineering Competency Standards Implementation Guide.

5.1.3 (g) Industrial Committee - Competency Standards Implementation

Notwithstanding the provisions of this clause, an application may be made to the Industrial Committee for the purpose of resolving any dispute or difficulty or likely dispute or difficulty in relation to the implementation of competency standards either at the industry or enterprise level.

#### 5.1.4 Lower Grade and Higher Grade Duty

5.1.4.1 An employee who is called upon to perform work of a lower grade than that in which he/she is normally engaged, shall suffer no reduction in salary on that account.

.1.1 An employee who is called upon to perform work of a higher grade than that in which he/she is normally engaged shall be paid for the time so employed at the rate of the first year of the grading of the employee whose duties he/she is performing.

### 5.2 TRAINING

5.2.1 Following proper consultation in accordance with clause 3.1, which may include the establishment of a training committee, an employer shall develop a training program consistent with:

the current and future skill needs of the enterprise;  
the size, structure and nature of the operations of the enterprise;

the need to develop vocational skills relevant to the enterprise and the industry through courses conducted by accredited institutions and providers.

5.2.2 Where it is agreed that a training committee be established it shall include employer and employee representatives. The role of the training committee shall be clearly set out and shall include:

formulating a training program including available training courses and career opportunities;

recommending individual employees for training and reclassification; and

monitoring and advising management and employees regarding the on-going effectiveness of the training.

5.2.3 (a) Where as a result of the consultation referred to at sub-clause 5.2.1, including with the employee concerned, it is agreed that additional training should be undertaken by an employee, that training may be undertaken either on or off the job. If the training is undertaken during ordinary working hours, the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave. This shall not prevent the employer and employee(s) agreeing to paid leave for other relevant training.

(b) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement may be on an annual basis subject to the presentation of reports of satisfactory progress.

(c) Travel costs incurred by an employee undertaking training in accordance with this subclause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.

### 5.3 APPRENTICE RATES OF PAY

5.3.1 The minimum weekly wage for apprentices shall be based on the following. The minimum weekly wage for apprentices before the commencement of this award was based on the following percentages of the base rate plus state wage case adjustments for Wage Group C10. At the commencement of this award, the supplementary payment for Wage Group C10 of \$52.00 will be added to the said rate for the purposes of determining weekly wages for apprentices. This addition will be phased in on the following basis:

(a) At the commencement of this award:

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 \$26.00 \$	Total rate per week \$	Hourly Rate \$
First year	42	466.20	195.80	5.15
Second year	55	466.20	256.40	6.75
Third year	75	466.20	349.65	9.20
Fourth year	88	466.20	410.25	10.80

(b) Six months after the commencement of this award:

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

(c) Twelve months after the commencement of this award 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	492.20	206.70	5.45
Second year	55	492.20	270.70	7.10
Third year	75	492.20	369.15	9.70
Fourth year	88	492.20	433.15	11.40

5.3.2 See 5.1.1(d) for the criteria regarding absorption of safety net adjustments.

5.3.3 An employee who is under 21 years of age on the expiration of his or her apprenticeship and thereafter works as a minor in the occupation to which he or she has been apprenticed shall be paid at not less than the adult rate prescribed for the classification.

#### 5.4 JUNIOR TRACER RATES OF PAY

The minimum weekly wage for junior tracers shall be based on the following. The minimum weekly wage for apprentices before the commencement of this award was based on the following percentages of the base rate plus state wage case adjustments for Wage Group C12. At the commencement of this award, the supplementary payment for Wage Group C12 of \$45.40 will be added to the said rate for the purposes of determining weekly wages for junior tracers. This addition will be phased in on the following basis:

5.4.1 (a) Junior Tracers

- (i) The minimum weekly wage rates for junior tracers at the commencement of this award shall be:

Column 1 Years of Age	Column 2 Percentage of Column 3 %	Column 3 Base rate of C12 plus SWC adjustments plus \$22.70 \$	Column 4 Total rate per week \$
16 years of age and under	54	416.90	225.10
At 17 years of age	59	416.90	246.00
At 18 years of age	67	416.90	279.30
At 19 years of age	76	416.90	316.85
At 20 years of age	83	416.90	346.00

- (ii) The minimum weekly wage rates for junior tracers six months after the commencement of this award shall be:

Column 1 Years of Age	Column 2 Percentage of Column 3 %	Column 3 Base rate of C12 plus SWC adjustments plus \$34.05 \$	Column 4 Total rate per week \$
16 years of age and under	54	428.25	231.25
At 17 years of age	59	428.25	252.65
At 18 years of age	67	428.25	289.90
At 19 years of age	76	428.25	325.45
At 20 years of age	83	428.25	355.45

- (iii) The minimum weekly rates for junior tracers twelve months after the commencement and thereafter shall be based on the appropriate percentages of the total weekly rate for Wage Group c12 and shall be as follows:

Column 1 Years of Age	Column 2 Percentage of Column 3 %	Column 3 Base rate of C12 plus SWC adjustments plus \$45.40 \$	Column 4 Total rate per week \$
16 years of age and under	54	439.60	237.40
At 17 years of age	59	439.60	259.35
At 18 years of age	67	439.60	294.55
At 19 years of age	76	439.60	337.10
At 20 years of age	83	439.60	364.85

**5.5 TRAINEE RATES OF PAY**

Refer to the Metal Trades (Training Wage) (State) Award (286 I.G. 154), as varied, for rates of pay and

conditions of employment for trainees.

## 5.6 SUPPORTED WAGE SYSTEM FOR PEOPLE WITH DISABILITIES

### 5.6.1 Workers Eligible for a Supported Wage

This clause defines the conditions that 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:

- (i) "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".
- (ii) "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.
- (iii) "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.
- (iv) "Assessment instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

### 5.6.2 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 that is subject to the provisions of workers' compensation legislation or any provision of this award relating to the rehabilitating 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.

### 5.6.3 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 that the person is performing, according to the following schedule:

Assessed Capacity (subclause (d))	% 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.

#### 5.6.4 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:

- (i) the employer and a union party to the award, in consultation with the employee or, if desired, by any of these;
- (ii) the employer and an accredited assessor from a panel agreed by the parties to the award and the employee.

#### 5.6.5 Lodgement of Assessment Instrument

- (i) 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 Australian Industrial Relations Commission.
- (ii) 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.

#### 5.6.6 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.

#### 5.6.7 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.

#### 5.6.8 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.

### 5.6.9 Trial Period

- (i) 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 subclause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (ii) During the trial period, the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- (iii) The minimum amount payable to the employee during the trial period shall be no less than \$45.00 per week.
- (iv) Work trials should include induction or training as appropriate to the completion of the trial period; a further contract of employment shall be entered into based on the outcome of assessment under clause 5.6.4 above.

## 5.7 ALLOWANCES AND SPECIAL RATES

### 5.7.1 Allowances

#### 5.7.1 (a) Motor Allowance

Where an employee reaches agreement with their employer to use their own motor vehicle on the employer's business, such employee shall be paid an allowance of 54 cents per kilometre travelled

#### 5.7.1 (b) Travelling, Transport and Fares

##### (i) Excess Travelling and Fares

An employee who on any day or from day to day is required to work at a job away from his or her accustomed workshop or depot will, at the direction of the employer, present himself or herself for work at such job at the usual starting time, but for all time reasonably spent in reaching and returning from such job (in excess of the time normally spent in travelling from his or her home to such workshop or depot and returning) he or she will be paid travelling time, and also any fares reasonably incurred in excess of those normally incurred in travelling between his or her home and such workshop or depot.

An employee who with the approval of the employer uses his or her own means of transport for travelling to or from outside jobs will be paid the amount of excess fares which he or she would have incurred in using public transport unless he or she has an arrangement with his or her employer for a regular allowance.

##### (ii) Distant Work

An employee sent from his or her usual locality to another (in circumstances other than those prescribed in 5.7.1(a) hereof) and required to remain away from his or her usual place of abode will be paid travelling time whilst necessarily travelling between such localities, and expenses whilst so absent from his or her usual locality.

##### (iii) Payment for Travelling

- (1) The rate of pay for travelling time is ordinary rates, except on Sundays and holidays when it will be time and a half.
- (2) The maximum travelling time to be paid for is 12 hours out of every 24

hours, or when a sleeping berth is provided by the employer for all-night travel, eight hours out of every 24.

(iv) Expenses

"Expenses" for the purpose of this clause means:

- (1) All fares reasonably incurred. The fares allowed are to be for rail travel, second class except where all-night travelling is involved when they are to be first class, with sleeping berth where available.
  - (2) Reasonable expenses incurred whilst travelling including an amount set out in Item 3 of 5.9.2(g) for each meal taken.
  - (3) A reasonable allowance to cover the cost incurred for board and lodging.
- (v) If an employee is directed to work at a place other than his/her usual place of employment and the means of transport by which he/she is directed to travel offers travelers' accommodation of more than one class, the fares which shall be payable under this clause shall be such as to enable him/her to travel first class.
- (vi) An employee, should he/she so desire it, shall be reimbursed by the employer to the extent of a first class return fare to his/her usual place of residence in respect of his/her normal place of employment after each period of four weeks on "distant work" unless such work is inherent in the normal work of the establishment in which he/she is employed. "Distant work" shall mean work which renders it necessary for an employee to sleep at a place other than his/her usual place of residence in respect of his/her usual place of employment.

#### 5.7.2 Application of Technical Computing Allowance

An allowance of \$25.05 shall be paid to any employee who is required to use technical computing equipment (as defined) to perform work of a complex nature. Work of a complex nature includes:

- (a) the application of new concepts in their field of work, including the use of three-dimensional projections;
- (b) the development of specialised programmes for technical computing applications;
- (c) system development, including the evaluation of existing and alternative systems or ancillary software and/or hardware;
- (d) the provision of training on the system for users, including the development and/or evaluation of self-learn and/or teaching methods or software packages.

Technical computing equipment is defined as computer hardware (including personal computers, micro computers, mini computers or mainframe computers) using software (including design, engineering, planning or data base programmes), which are used for technical and/or engineering applications, including design, drafting, planning, quality control, machine programming, NC programming and engineering analysis.

This allowance is not payable for routine or repetitive functions, or where the system is used merely as an aid.

#### 5.7.3 Checking Work Allowance

A draughtsman employed for the greater part of his/her time in checking the work of other draughtsmen shall be paid \$16.45 per week in addition to the rate to which he/she otherwise is entitled under this award.

## 5.8 EXTRA RATES NOT CUMULATIVE

Extra rates in this Award, and rates for work on public holidays, are not cumulative so as to exceed the maximum of double the ordinary rates.

## 5.9 PAYMENT OF WAGES

### Summary

This clause provides for the pay period and method of payment of wages.

#### 5.9.1 Period of Payment

5.9.1 (a) Wages shall be paid weekly or fortnightly, either:

- (i) according to the actual ordinary hours worked each week or fortnight; or
- (ii) according to the average number of ordinary hours worked each week or fortnight.

5.9.1 (b) By agreement between the employer and the majority of employees in the relevant enterprise, wages may be paid three weekly, four weekly or monthly. Subject to clause 2.2.3(c), agreement in this respect may also be reached between the employer and an individual employee.

#### 5.9.2 Method of Payment

Wages shall either be paid by cash, cheque or electronic funds transfer into the employee's bank (or other recognised financial institution) account.

In the case of employees paid by cheque, if the employee requires it, the employer shall have a facility available during ordinary hours for the encashment of the cheque.

#### 5.9.3 Payment of Wages on Termination of Employment

On termination of employment, wages due to an employee shall be paid on the day of termination or forwarded to the employee by post on the next working day.

#### 5.9.4 Day off coinciding with pay day

Where an employee is paid wages by cash or cheque and the employee is, by virtue of the arrangement of their ordinary hours, to take a day off on a day which coincides with pay day, such employee must be paid no later than the working day immediately following pay day. However, if the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.

#### 5.9.5 Wages to be paid during working hours

- 5.9.5 (a) Where an employee is paid wages by cash or cheque such wages shall be paid during ordinary working hours.
- 5.9.5 (b) If an employee is paid wages by cash and is kept waiting for their wages on pay day, after the usual time for ceasing work, they shall be paid at overtime rates for the period they are kept waiting.

#### 5.9.6 Absences from Duty Under an Averaging System

Where an employee's ordinary hours in a week are greater or less than 38 hours and such employee's pay is averaged to avoid fluctuating wage payments, the following shall apply:

- 5.9.6 (a) The employee will accrue a "credit" for each day he or she works ordinary hours in excess

of the daily average.

- 5.9.6 (b) The employee will not accrue a "credit" for each day of absence from duty (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, paid bereavement leave, paid carers' leave or jury service).
- 5.9.6 (c) An employee absent for part of a day (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, paid bereavement leave, paid carers' leave or jury service shall accrue a proportion of the "credit" for the day, based upon the proportion of the working day that the employee was in attendance.

### 5.10 SHIP TRIALS

In the case of an employee engaged on ship trials, whether at wharf, or in harbour, or at sea, the provisions of clause 6.3, Meal Breaks, of this award, shall not apply, but all remaining clauses of the award shall apply and in addition thereto the following provisions shall apply:

- (a) An employee's time for the purpose of computing the time of trial duty shall be deemed to commence at the time the employee is instructed to be on board the vessel, provided he/she is ready to go aboard at that time, and shall be deemed to terminate the time the employee gains contact with the shore. Where such contact is obtained by the vessel's mooring at a wharf, contact shall be deemed to be gained when the gangway is lowered after mooring.
- (b) The maximum number of continuous hours an employee shall be required to be on duty shall be twelve hours. Should the trial be planned for a longer duration a relief shift shall be arranged before leaving wharf.
- (c) A reasonable time, not less than thirty minutes, or as agreed upon, shall be allowed for each meal. Luncheon shall be provided and the time thereof shall be, as far as practicable, between 12.00 noon and 2.00 p.m. If the employee is required to be on board before 7.00 a.m. breakfast shall be provided, and if the trial continues after 6.00 p.m. a light tea shall be provided. Where shifts are being worked, adequate meals shall be provided for each shift.
- (d) The following rates of pay shall be paid for time on duty as indicated:
- (i) Whilst vessel is at wharf - the rate payable pursuant to this award for work performed on the days and at the time in question, plus 25 per cent of the ordinary daily rate for such work.
- (ii) Whilst vessel is in harbour or at sea - the rate payable pursuant to this award for work performed on the days and at the time in question, plus 50 per cent of the ordinary daily rate for such work.

## PART 6 - HOURS OF WORK, SHIFT WORK, MEAL BREAKS AND OVERTIME

### 6.1 ORDINARY HOURS OF WORK

#### Summary

This clause describes the ordinary hours of work and how they are to be arranged for day workers, continuous shift workers and non-continuous shift workers.

The ordinary hours of work for all three categories is 38 per week to be averaged over the period of the work cycle that applies in the particular enterprise.

There is provision for the employer, by agreement with employees, to arrange working hours to achieve maximum flexibility in order to suit the needs of both the enterprise and the employees.

#### 6.1.1 Ordinary Hours of Work - Day Workers

- 6.1.1 (a) Subject to subclause 6.1.4, the ordinary hours of work for day workers are to be an average of 38 per week but not exceeding 152 hours in 28 days.
- 6.1.1 (b) The ordinary hours of work may be worked on any day or all of the days of the week. This subclause shall be read in conjunction with subclauses 6.1.1(e) and (f).
- 6.1.1 (c) The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the employer between 6.00 am and 6.00 pm. The spread of hours (i.e. 6.00 am to 6.00 pm) may be altered by up to one hour at either end of the spread, by agreement between an employer and the majority of employees concerned or in appropriate circumstances, between the employer and an individual employee.
- 6.1.1 (d) Any work performed outside the spread of hours is to be paid for at overtime rates. However, any work performed by an employee prior to the spread of hours which is continuous with ordinary hours for the purpose, for example, of getting the plant in a state of readiness for production work is to be regarded as part of the 38 ordinary hours of work.
- 6.1.1 (e) The minimum rate to be paid for a day worker for ordinary time worked between midnight on Friday and midnight on Saturday shall be time and a half.
- 6.1.1 (f) The minimum rate to be paid for a day worker for ordinary time worked between midnight on Saturday and midnight on Sunday shall be double time.

#### 6.1.2 Ordinary Hours of Work - Continuous Shift Workers

- 6.1.2 (a) Continuous shiftwork means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.
- 6.1.2 (b) Subject to 6.1.2(c) the ordinary hours of continuous shiftworkers are, at the discretion of the employer, to average 38 hours per week inclusive of meal breaks and must not exceed 152 hours in 28 consecutive days. Continuous shift workers are entitled to a 20 minute meal break on each shift which shall be counted as time worked.
- 6.1.2 (c) By agreement between the employer and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period that exceeds 28 consecutive days but does not exceed 12 months.
- 6.1.2 (d) Except at the regular change-over of shifts, an employee shall not be required to work more than one shift in each 24 hours.

#### 6.1.3 Ordinary Hours of Work - Non-Continuous Shift Workers

- 6.1.3 (a) Subject to 6.1.3(b), the ordinary hours of work for non-continuous shift workers are to be an average of 38 per week and must not exceed 152 hours in 28 consecutive days.
- 6.1.3 (b) By agreement between the employer and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is allowed over a period, which exceeds 28 consecutive days but does not exceed 12 months.

- 6.1.3 (c) The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the employer.
- 6.1.3 (d) Except at change-over of shifts an employee will not be required to work more than one shift in each 24 hours.

#### 6.1.4 Methods of Arranging Ordinary Working Hours.

- 6.1.4 (a) Subject to the employer's right to fix the daily hours of work for day workers from time to time within the spread of hours referred to in 6.1.1(c) and the employer's right to fix the commencing and finishing time of shifts from time to time, the arrangement of ordinary working hours is to be by agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned. Subject to clause 2.2.3(c) this does not preclude the employer reaching agreement with individual employees about how their working hours are to be arranged.
- 6.1.4 (b) Matters upon which agreement may be reached include:
  - (i) how the hours are to averaged within a work cycle established in accordance with 6.1.2 and 6.1.3
  - (ii) the duration of the work cycle for day workers provided that such duration shall not exceed 3 months
  - (iii) rosters which specify the starting and finishing times of working hours
  - (iv) a period of notice of a rostered day off which is less than four weeks
  - (v) substitution of rostered days off
  - (vi) accumulation of rostered days off
  - (vii) arrangements which allow for flexibility in relation to the taking of rostered days off
  - (viii) any arrangements of ordinary hours which exceed 8 hours in any day
- 6.1.4 (c) By agreement between an employer and the majority of employees in the enterprise or part of the enterprise concerned, 12 hour days or shifts may be introduced subject to:
  - (i) Proper health monitoring procedures being introduced;
  - (ii) Suitable roster arrangements being made;
  - (iii) Proper supervision being provided;
  - (iv) Adequate breaks being provided;
  - (v) An adequate trial or review process being implemented through the consultative process in clause 3.1.
- 6.1.4 (d) (i) Where an employee works on a shift other than a rostered shift (as defined), he/she shall:
  - (1) if employed on continuous work, be paid at the rate of double time; or
  - (2) if employed on other shiftwork, at the rate of time and one half for the first three hours and double time thereafter.
- (ii) The provision of 6.1.4(d)(i) do not apply when the time is worked:

- (1) by arrangement between the employees themselves;
- (2) for the purposes of effecting the customary rotation of shifts; or
- (3) on a shift to which the employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for the day in accordance with clause 4.6.

#### 6.1.5 Daylight Saving

Where by reason of legislation, summer time is prescribed as being in advance of the standard time in the State the length of any shift:

Commencing before the time prescribed by the relevant legislation for the commencement of a summer time period, and

Commencing on or before the time prescribed by such legislation for the termination of a summer time period, shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end of the shift. The time of the clock in each case is to be set to the time fixed by the relevant legislation.

In this subclause the expressions "standard time" and "summer time" shall bear the same meaning as are prescribed by the relevant legislation.

### 6.2 SPECIAL PROVISIONS FOR SHIFTWORKERS

#### Summary

This clause defines afternoon and night shift and prescribes the allowances for such shifts as well as the loadings payable for Saturday, Sunday and Public Holidays Shifts.

#### 6.2.1 Definitions

For the purposes of this award:

"Rostered Shift" means any shift of which the employee concerned has had at least 48 hours notice.

"Afternoon Shift" means any shift finishing after 6.00 pm and at or before midnight.

"Night Shift" means any shift finishing subsequent to midnight and at or before 8.00 am.

By a agreement between the employer and the majority of employees concerned or in appropriate cases an individual employee, the span of hours over which shifts may be worked may be altered by up to one hour at either end of the span.

#### 6.2.2 Afternoon and Night Shift Allowances

6.2.2 (a) An employee whilst on afternoon or night shift shall be paid for such shift 15 per cent more than his or her ordinary rate.

- 6.2.2 (b) An employee who works on an afternoon or night shift which does not continue:
- (i) for at least five successive afternoon or night shifts or six successive afternoon or night shifts in a six day workshop (where no more than eight ordinary hours are worked on each shift); or
  - (ii) for at least 38 ordinary hours (where more than eight ordinary hours are worked on each shift and the shift arrangement is in accordance with subclauses 6.1.2 or

6.1.3);

shall be paid for each shift 50 percent for the first three hours and 100 percent for the remaining hours, in addition to his or her ordinary rate.

6.2.2 (c) An employee who:

- (i) During a period of engagement on shift, works night shift only; or
- (ii) Remains on night shift for a longer period than four consecutive weeks; or
- (iii) Works on a night shift which does not rotate or alternate with another shift or with day work so as to give him or her at least one third of his or her working time off night shift in each shift cycle;

shall, during such engagement, period or cycle, be paid 30 per cent more than his or her ordinary rate for all time worked during ordinary working hours on such night shift.

6.2.3 Rate for Working on Saturday Shifts

The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. This extra rate is in substitution for and not cumulative upon the shift premiums prescribed in 6.2.2.

6.2.4 Rate for Working on Sunday and Public Holiday Shifts

6.2.4 (a) The rate at which continuous shift workers are to be paid for work on a rostered shift the major portion of which is performed on a Sunday or public holiday shall be as follows:

- (i) Sundays – at the rate of time and three-quarters;
- (ii) Holidays – at the rate of double time

6.2.4 (b) The rate at which shift workers on other than continuous work are to be paid for all time worked on a Sunday or public holiday is as follows:

- (i) Sundays - at the rate of double time
- (ii) Public Holidays - at the rate of double time and a half.

6.2.4 (c) Where shifts commence between 11.00pm and midnight on a Sunday or public holiday, the time so worked before midnight does not entitle the employee to the Sunday or public holiday rate for the shift. However, the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into the Sunday or public holiday shall be regarded as time worked on the Sunday or public holiday .

6.2.4 (d) Where shifts fall partly on a holiday, the shift which has the major portion falling on the public holiday shall be regarded as the holiday shift.

6.2.4 (e) The extra rates in this subclause are in substitution for and not cumulative upon the shift premiums prescribed in 6.2.2.

### 6.3 MEAL BREAKS

#### Summary

This clause deals with the taking of meal breaks during ordinary working hours and covers when the meal break is to be taken, alterations to the time the break may be taken and payment for working during the meal break.

- 6.3.1 An employee shall not be required to work for more than five hours without a break for a meal except in the following circumstances:
- 6.3.1 (a) In cases where canteen or other facilities are limited to the extent that meal breaks must be staggered and as a result it is not practicable for all employees to take a meal break within five hours, an employee will not be required to work for more than six hours without a break for a meal break.
  - 6.3.1 (b) By agreement between an employer and an employee or the majority of employees in an enterprise or part of an enterprise concerned, an employee or employees may be required to work in excess of five hours but not more than six hours at ordinary rates of pay without a meal break.
- 6.3.2 The time of taking a scheduled meal break or rest break by one or more employees may be altered by an employer if it is necessary to do so in order to meet a requirement for continuity of operations.
- 6.3.3 An employer may stagger the time of taking a meal and rest breaks to meet operational requirements.
- 6.3.4 Subject to 6.3.1, an employee shall work during meal breaks at ordinary rates of pay whenever instructed to do so for the purpose of making good breakdown of plant or upon routine maintenance of plant which can only be done while the plant is idle.
- 6.3.5 Except as provided in this subclause, and except where any alternative arrangement is entered into by agreement between the employer and employees concerned, time and a half rates shall be paid for all work done during meal hours and thereafter until a meal break is taken.

### 6.4 MORNING AND AFTERNOON TEA

- .1 Employees are entitled to a 10 minute morning tea rest period at a time fixed by the employer.
- 6.4.2 Employees shall be permitted without ceasing work to partake of refreshment in the afternoon.

### 6.5 OVERTIME

#### Summary

Overtime is payable for work done outside the ordinary hours of work. Generally speaking, the overtime rate is time and a half for the first three hours and double time thereafter. Continuous shift workers are entitled to double time for all overtime.

Employees are required to work a reasonable amount of overtime. Minimum payments are prescribed for overtime work on Saturday, Sunday and Public Holidays.

Employees are required to have a rest period normally between work on successive days.

Provision is made for employees being called back after leaving the premises and for standing by for callback.

Meal breaks and meal allowances are also dealt with in this clause.

#### 6.5.1 Payment for Working Overtime

- 6.5.1 (a) Except as provided for in 6.5.1(d), 6.5.1(e), 6.5.8 and 6.5.9, for all work done outside ordinary hours on any day or shift (as defined in subclauses 6.1.1, 6.1.2 and 6.1.3) the overtime rates of pay are time and a half for the first three hours and double time thereafter until the completion of the overtime work. For continuous shift workers the rate for working overtime is double time.
- 6.5.1 (b) For the purposes of this clause "ordinary hours" means the hours worked in an enterprise, fixed in accordance with clause 6.1 of this award.
- 6.5.1 (c) The hourly rate, when computing overtime, is to be determined by dividing the appropriate weekly rate by 38, even in cases when an employee works more than 38 ordinary hours in a week.
- 6.5.1 (d) When not less than 7 hours 36 minutes notice has been given to the employer by a relief shiftworker that he or she will be absent from work and the shiftworker whom that person should relieve is not relieved and is required to continue work on his or her rostered day off the unrelieved employee shall be paid double time.
- 6.5.1 (e) In computing overtime each day's work shall stand alone.

#### 6.5.2 Requirement to Work Reasonable Overtime

An employer may require any employee to work reasonable overtime at overtime rates and the employee shall work overtime as required.

#### 6.5.3 One in, All in does not Apply

The assignment of overtime by an employer to an employee is to be based on specific work requirements and the practice of "one in, all in" overtime must not apply.

#### 6.5.4 Rest Period after Overtime

- 6.5.4 (a) When overtime work is necessary it must, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive working days.
- 6.5.4 (b) An employee (other than a casual employee) who works so much overtime between the termination of his or her ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times must, subject to this subclause, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 6.5.4 (c) If on the instructions of the employer an employee resumes or continues work without having had the 10 consecutive hours off duty the employee must be paid at double rates until he or she is released from duty for such period. The employee is then entitled to be absent until he or she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.
- 6.5.4 (d) The provisions of this subclause will apply in the case of shift workers as if eight hours were substituted for 10 hours when overtime is worked:
- (i) for the purpose of changing shift rosters; or
  - (ii) where a shift worker does not report for duty and a day worker or a shift worker is required to replace the shift worker; or
  - (iii) where a shift is worked by arrangement between the employees themselves.

#### 6.5.5 Call Back

An employee recalled to work overtime after leaving the employer's enterprise (whether notified before or after leaving the enterprise) is to be paid for a minimum of four hours work at the rate of time and one half for the first three hours and double time thereafter (or double time for the full period for continuous shift workers). There are a number of conditions which apply to this provision:

- 6.5.5 (a) Where an employee is required to regularly hold himself or herself in readiness for a call back he or she will be paid for a minimum of three hours work at the appropriate overtime rate. This is subject to 6.5.6 which deals with the conditions for standing by.
- 6.5.5 (b) If the employee is recalled on more than one occasion between the termination of their ordinary work on one day and the commencement of their ordinary work on the next ordinary working day he or she shall be entitled to the three or four hour minimum overtime payment provided for in this subclause for each call back. However, in such circumstances, it is only the time which is actually worked during the previous call or calls which is to be taken into account when determining the overtime rate for subsequent calls.
- 6.5.5 (c) Except in the case of unforeseen circumstances arising, an employee will not be required to work the full three or four hours as the case may be if the job he or she was recalled to perform is completed within a shorter period.
- 6.5.5 (d) This subclause does not apply in cases where it is customary for an employee to return to the enterprise to perform a specific job outside the employee's ordinary working hours or where the overtime is continuous (subject to a meal break) with the commencement or completion of ordinary working time.
- 6.5.5 (e) Overtime worked in the circumstances specified in this subclause is not to be regarded as overtime for the purpose of 6.5.4, Rest Periods After Overtime, when the actual time worked is less than three hours on the call back or on each call back.

#### 6.5.6 Standing By

Subject to any custom prevailing at an enterprise, where an employee is required regularly to hold himself or herself in readiness to work after ordinary hours, the employee is to be paid standing by time at the employee's ordinary rate of pay for the time he or she is standing by.

#### 6.5.7 Saturday Work

A day worker required to work overtime on a Saturday shall be afforded at least four hours work or paid for four hours at the rate of time and one half for the first three hours and double time thereafter, except where the overtime is continuous with overtime commenced on the previous day.

#### 6.5.8 Sunday Work

Employees required to work overtime on Sundays shall be paid for a minimum of three hours work at double time. The double time is to be paid until the employee is relieved from duty.

#### 6.5.9 Public Holiday Work

Refer to 7.7.2 to determine the pay entitlements of persons who work overtime on a public holiday.

#### 6.5.10 Rest Break

- 6.5.10 (a) An employee working overtime must be allowed a rest break of 30 minutes without deduction of pay after each four hours of overtime worked if the employee is to continue work after the rest break.

- 6.5.10 (b) A day worker working overtime shall be allowed a meal break of thirty minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such meal break. Provided that, where an employee in a five-day week is required to work overtime on a Saturday, the first prescribed meal break, if occurring between 10.00 a.m. and 1.00 p.m., shall be paid for at ordinary rates.
- 6.5.10 (c) Where overtime is to be worked immediately after the completion of ordinary work on a day or shift and the period of overtime is to be more than one and a half hours, an employee, before starting the overtime is entitled to a rest break of 30 minutes to be paid at ordinary rates.
- 6.5.10 (d) An employer and employee may agree to any variation of this subclause to meet the circumstances of the work in hand provided that the employer is not required to make any payment in excess of or less than what would otherwise be required under this subclause.

#### 6.5.11 Meal Allowance

An employee required to work beyond two hours after the usual finishing time of work shall be paid a meal allowance of \$7.60 for the first and each subsequent meal, or be provided with an adequate meal where the employer has his/her own cooking and dining facilities.

#### 6.5.12 Transport of Employees

When an employee, after having worked overtime or a shift for which he/she has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer shall provide the employee with a conveyance home, or pay him/her their current wage for the time reasonably occupied in reaching home.

### **PART 7 - TYPES OF LEAVE AND PUBLIC HOLIDAYS**

#### **7.1 ANNUAL LEAVE**

##### 7.1.1 Period of Leave

A period of twenty-eight consecutive days' leave shall be allowed annually to an employee after 12 months' continuous service (less the period of annual leave), such period to include any absence from work on paid long service leave. Provided that by agreement between an employer and employee, annual leave may be taken at any time within a period of twelve months from the date at which it falls due and with less than four weeks notice to the employee.

##### (i) Public Holidays Falling in a Period of Leave

The annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by subclause 7.7 Public Holidays, of this award, and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

##### (ii) Leave to be Taken

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 twenty-one consecutive days: Provided that if the employer and an employee so agree then his/her annual leave entitlement may be given and taken in two separate periods neither of which is of at least twenty-one consecutive days, or in three separate periods: Provided further that an employee may, with the consent of his/her employer, take short-term annual leave, not exceeding four days in any calendar year, at a time or times separated from any of the periods determined in accordance with this subclause.

##### (iii) Proportionate Leave on Termination

If in any twelve monthly qualifying period an employee terminates his/her employment or has his/her employment terminated by his/her employer he/she shall be paid in addition to all other amounts due to him/her an amount equal to one-twelfth of his/her ordinary pay for the completed part of the qualifying period.

(iv) Annual Close Down

Where an employer closes down his/her plant, or a section or sections thereof, for the purpose of allowing annual leave to all or the bulk of the employees in the plant, or section or sections concerned, the following provisions shall apply:

- (v) He/she may by giving not less than four weeks' notice of his/her intention so to do stand off for the duration of the close down all employees in the plant or section or sections concerned and allow to those who are not then qualified for a full entitlement to annual leave for twelve months' continuous service pursuant to subclause 7.1.1 of this clause, paid leave on a proportionate basis at the rate of wage equal to one-twelfth of his/her ordinary pay earned during the current qualifying period.
- (vi) An employee who has then qualified for a full entitlement to annual leave for twelve months' continuous service pursuant to subclause 7.1.1 of this clause, and has also completed a further week or more of continuous service shall be allowed his leave, and shall also be paid an amount equal to one-twelfth of his ordinary pay earned since the close of his last twelve monthly qualifying period.
- (vii) The next twelve-monthly qualifying period for each employee affected by such close down shall commence from the day on which the plant, section or sections concerned is reopened for work: Provided that all time during which an employee is stood off without pay for the purpose of this subclause shall be deemed to be time of service in the next twelve-monthly qualifying period.
- (viii) If in the first year of his/her service with an employer, an employee is allowed proportionate annual leave under paragraph (i) of this subclause, and subsequently within such year lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, he/she shall be entitled to the benefit of subclause 7.1.4 of this clause subject to adjustment for any proportionate leave which he may have been allowed as aforesaid.
- (ix) An employer may close down his/her plant for one or two separate periods for the purpose of granting annual leave in accordance with this subclause. If the employer closes down his plant in two separate periods one of those periods shall be for a period of at least twenty-one consecutive days: Provided that where the majority of employees concerned agree, an employer may close down the plant, work section or sections in one, two or three separate periods for the purpose of granting annual leave in accordance with this subclause. Provided further that if an employer closes down his plant on more than one occasion, one of those periods shall be for a period of at least fourteen consecutive days including non-working days. In such cases, the employer shall advise the employees concerned of the proposed dates of each close down before asking them for their agreement.
- (vi) (a) An employer may close down his 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: Provided that by agreement with the majority of employees concerned, an employer may close down his plant for a period of at least fourteen consecutive days including non-working days and grant the balance of the annual leave due to an employee by mutual arrangement.
- (x) An employer may close down his/her 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 the agreement the employer shall advise them of the proposed dates of the close down or close downs and the details of the annual leave roster.

**(xi) Annual Leave Loading**

During a period of annual leave an employee shall receive a loading calculated on the rate of wages he would have been entitled to receive had he/she not been on such leave. The loading shall be as follows:

- (xii) Day Workers - An employee who would have worked on day work only had he not been on leave - a loading of 17.5 per cent on the rate of wages he would have been entitled to receive.
- (xiii) Shift Workers - An employee who would have worked on shift work had he not been on leave - a loading of 17.5 per cent on the rate of wages he would have been entitled to receive: Provided that where the employee would have received shift loading prescribed by clause 6.2, Shift Work, had he 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 clause 5, Rates of Pay, in lieu of the 17.5 per cent loading: Provided further that if the shift loadings would have entitled him 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 clause 5.1, Classifications and Rates of Pay, in lieu of the shift loadings.

The loading prescribed by this subclause shall not apply to proportionate leave on termination.

**(xiv) LONG SERVICE LEAVE**

See *Long Service Leave Act 1955*.

**(xv) SICK LEAVE****(xvi) Amount of Paid Sick Leave**

An employee on weekly hiring who is absent from his/her work on account of personal illness, or on account of injury by accident arising out of and in the course of his/her employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:

- 7.3.1 (a) An employee shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers' compensation.
- 7.3.1 (b) He/she shall, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence inform the employer of his/her inability to attend for duty, and as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.

If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee shall inform the employer within 24 hours of such absence.

- 7.3.1 I An employee shall prove to the satisfaction of his/her employer that he/she was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- 7.3.1 (d) First Year of Employment -an employee shall not be entitled during his/her first year of any period of service with an employer to leave in excess of five days of ordinary working time or in cases where he/she normally works more than 8 ordinary hours in any day, he/she shall not be entitled to leave in excess of 40 hours of ordinary working time. Provided further that during the first five months of the first year of a period of service with an employer he/she shall be entitled to sick leave which shall accrue on a pro rata basis of one day of ordinary working time for each month of service completed with that employer to a maximum of 40 ordinary hours. On application by the employee during the sixth month of employment and subject to the availability of an unclaimed balance of sick

leave the employee shall be paid for any sick leave taken during the first five months and in respect of which payment was not made.

- 7.3.1 (e) Second or Subsequent Years of Employment - an employee shall not be entitled during the second or subsequent year of any period of service with an employer to leave in excess of 8 days of ordinary working time or in excess of 64 hours of ordinary working time in the case of an employee who normally works more than 8 ordinary hours of any day.

(xvii) Single Day Absences

In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one day only such employee if in the year he/she has already been allowed paid sick leave on more than one occasion for one day only, shall not be entitled to payment for the day claimed unless he/she produces to the employer a certificate of a duly qualified medical practitioner that in his/her, the medical practitioner's opinion, the employee was unable to attend for duty on account of personal illness or on account of injury by accident. However, an employer may agree to accept from the employee a statutory declaration, stating that the employee was unable to attend for duty on account of personal illness or on account of injury by accident in lieu of a certificate of a duly qualified medical practitioner as prescribed by this subclause.

(xviii) Accumulation of Sick Leave

Sick leave shall accumulate from year to year so that any balance of the period specified in 7.3.1 (d) and (e) of this clause which has in any year not been allowed to an employee by an employer as paid sick leave may be claimed by the employee and subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulates pursuant to this subclause shall be available to the employee for a period of twelve years but for no longer from the end of the year in which it accrues.

(xix) Attendance at Hospital, etc

Notwithstanding anything contained in 7.3.1 of this clause an employee suffering injury through an accident arising out of and in the course of his/her employment (not being an injury in respect of which he/she is entitled to workers' compensation) necessitating his/her attendance during working hours on a doctor, chemist or trained nurse, or at a hospital shall not suffer any deduction from his/her pay for the time (not exceeding four hours) so occupied on the day of the accident, and shall be reimbursed by the employer all expenses reasonably incurred in connection with such attendance.

(xx) Year of Service

Year of service for the purpose of this clause means the period between the date of commencement in employment in any year and the anniversary of the commencement of employment in the next year.

(xxi) Broken Service

7.3.6 (a) If an employee is terminated by his/her employer and is re-engaged by the same employer within a period of six months then the employee's unclaimed balance of sick leave shall continue from the date of re-engagement.

7.3.6 (b) In such a case the employee's next year of service will commence after a total of twelve months has been served with that employer excluding the period of interruption in service from the date of the commencement of the previous period of employment on the anniversary of the commencement of the previous period of employment, as the case may be.

**(xxii) PERSONAL/CARERS LEAVE**

(xxiii) Use of Sick Leave

- 7.4.1 (a) An employee other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph 7.4.1(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 7.3 - 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.
- 7.4.1 (b) The employees 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.
- 7.4.1 I The entitlement to use sick leave in accordance with this subclause is subject to:
- (xxiv) the employee being responsible for the care of the person concerned; and
  - (xxv) the person concerned being:
    - (xxvi) a spouse of the employee; or
    - (xxvii) 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
    - (xxviii) 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
    - (xxix) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
    - (xxx) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
      - (xxxi) "relative" means a person related by blood, marriage or affinity;
      - (xxxii) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
      - (xxxiii) "household" means a family group living in the same domestic dwelling.
- 7.4.1 (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.
- (xxxiv) Unpaid Leave for Family Purpose
- An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph I of subclause (1) who is ill.
- (xxxv) Use of Annual Leave
- 7.4.3 (a) An employee may elect with the consent of the employer, subject to clause 7.1 - Annual Leave, 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.

- 7.4.3 (b) Access to annual leave, as prescribed in paragraph (a) of this subclause above, shall be exclusive of any shutdown period provided for elsewhere under this award.
- 7.4.3 I 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.

(xxxvi) Use of Time Off in Lieu of Payment for Overtime

- 7.4.4 (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.
- 7.4.4 (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.
- 7.4.4 I 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.
- 7.4.4 (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.

(xxxvii) Use of Make-up Time

- 7.4.5 (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- 7.4.5 (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.

(xxxviii) Use of Rostered Days Off

- 7.4.6 (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- 7.4.6 (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- 7.4.6 I 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.
- 7.4.6 (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.

(xxxix) Bereavement Leave

- 7.4.7 (a) An employee, other than a casual employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed for in 7.4.1(c), provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.

- 7.4.7 (b) The employee must notify the employer as soon as practicable of the intention to take bereavement leave. If required by the employer, the employee will provide to the satisfaction of the employer, proof of death.
- 7.4.7 I 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.
- 7.4.7 (d) Bereavement leave may be taken in conjunction with other leave available under 7.4.1, 7.4.2, 7.4.3, 7.4.4, 7.4.5 and 7.4.6. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

**(xi) JURY SERVICE**

Summary

Full time and part time employees attending for jury service are entitled to have their pay made up to what they would have received for working ordinary time. Employees must provide proof of attendance.

- (xli) A full time employee required to attend for jury service during his or her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of wage he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.
- (xlii) Where a part time employee is required to attend for jury service and such attendance coincides with a day on which the employee would normally be required to work, payment shall be made to the employee in accordance with Clause 7.5.1.
- (xliii) An employee shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. Further, the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

**(xliv) PARENTAL LEAVE**

See *Industrial Relations Act 1996* (NSW).

**(xlv) PUBLIC HOLIDAYS**

Summary

This clause describes an employee's (other than a casual employee) public holiday entitlements.

Full-time employees are generally entitled to 11 specified public holidays per year without loss of pay.

Other days can be substituted for any of the specified days by agreement between the employer and employees.

(xlvi) Prescribed Holidays

- 7.7.1 (a) A full-time employee under this award is entitled to the following public holidays, without loss of pay:

New Year Day  
Australia Day  
Good Friday  
Easter Saturday  
Easter Monday  
Anzac Day  
Queen's Birthday  
Labour Day or Eight Hours' Day

Christmas Day

Boxing Day

Where another day is generally observed in a locality in substitute for any of the above days, that day shall be observed as the public holiday in lieu of the prescribed day.

- 7.7.1 (b) In addition to the public holidays prescribed in 7.7.1(a), full-time employees are entitled to the Tuesday immediately following Easter Monday as an additional public holiday without loss of pay but if that Tuesday is a gazetted or Proclaimed Public Holiday then on another day mutually agreed between the employer and the employee. The additional holiday is not cumulative and must be taken within each calendar year.
- 7.7.1 I Part-time Employees
- Refer to 4.2.4(e) to determine the public holiday entitlements of part-time employees.
- 7.7.1 (d) Substitution of Public Holidays by Agreement at the Enterprise
- (xlvii) By agreement between the employer and the majority of employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday in lieu of any of the prescribed days.
- (xlviii) An employer and individual employee may agree to the employee taking another day as the public holiday in lieu of the day which is being observed as the public holiday in the enterprise or relevant section of the enterprise.
- 7.7.1 (e) In addition to the days described in 7.7.1(a) and (b), any special days appointed by gazetta as a public holiday throughout the State shall be deemed to be a public holiday for the purposes of this Award.
- (xlix) Payment for Time Worked on a Public Holiday
- 7.7.2 (a) Payment for Time Worked by Continuous Shift Workers on a Public Holiday
- (l) Refer to 6.2.4(a) to determine the pay entitlements of continuous shift workers working on rostered shifts which fall on a public holiday.
- (li) Continuous shift workers required to work overtime on a public holiday shall be paid at double time. Refer to 6.5.10 and 6.5.11 to determine the rest break and meal allowance entitlements of continuous shift workers who work overtime on a public holiday.
- (lii) Continuous shift workers required to work on a public holiday shall be paid for a minimum of four hours work.

## 7.7.2 (b) Payment for Time Worked by Non-continuous Shift Workers on a Public Holiday

- (liii) Refer to 6.2.4(b) to determine the pay entitlements of non-continuous shiftworkers working on rostered shifts which fall on a public holiday.
- (liv) Non-continuous shift workers required to work overtime on a public holiday shall be paid at double time and one half. The double time and a half is to be paid until the employee is relieved from duty. Refer to 6.5.10 and 6.5.11 to determine the rest break and meal allowance entitlements of non-continuous shift workers who work overtime on a public holiday.
- (lv) Non-continuous shift workers required to work on a public holiday shall be paid for a minimum of four hours work.

## 7.7.2 I Payment for Time Worked by Day Workers on a Public Holiday

- (lvi) Day workers required to work on a public holiday shall be paid for a minimum of four hours work at double time and one half. The double time and a half is to be paid until the employee is relieved from duty.
- (lvii) Effect on Payment for Holidays if Absent on Working Day Before or After

Where an employee is absent from his or her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, he or she will not be entitled to payment for the holiday.

- (lviii) Rostered Day Off Falling on Public Holiday

7.7.4 (a) Except as provided for in 7.7.4(b), where a full-time employee's ordinary hours of work are structured to include a day off and such day off falls on a public holiday, the employee is entitled to, at the discretion of the employer, either:

- (lix) hours and 36 minutes pay at ordinary rates; or
- (lx) hours 36 minutes added to his or her annual leave; or  
a substitute day off on an alternative week day.

This shall not apply where the rostered day off falls on a Saturday or a Sunday.

7.7.4 (b) (i) Where an employee has credited time accumulated (see 5.9.6), then such credited time should not be taken as a day off on a public holiday.

- (lxi) If an employee is rostered to take credited time as a day off on a week day and such week day is prescribed as a public holiday after the employee was given notice of the day off, then the employer shall allow the employee to take the time off on an alternative week day.
- (lxii) Paragraphs (i) and (ii) above shall not apply in relation to days off which are specified in an employee's regular roster or pattern of ordinary hours. Paragraph 7.7.4(a) shall apply in such circumstances.
- (lxiii) Public Holidays Falling During a Period of Annual Leave

Refer to 7.1.2.

## PART 8 – MISCELLANEOUS

- (lxiv) Clothing and Equipment
- (lxv) Where an Employee as a result of performing any duty required by the employer, and as a result of negligence of the employer, suffers any damage to or soiling of clothing or other personal equipment,

including spectacles and hearing aids, the employer shall be liable for the replacement, repair or cleaning of such clothing or personal equipment including spectacles and hearing aids.

- (lxvi) An employee shall not be required to provide more than the following items of equipment - compasses, two set squares, protractor, a 12 inch scale (or metric equivalent) and a slide rule.
- (lxvii) Work in Abnormal Conditions: Where an employee is required to work in abnormal conditions as to temperature, height, dirt, oil wetness, danger and the like, such reasonable precautions shall be taken by the employer as may be necessary to facilitate the employee in carrying out his duties with a maximum of safety and such employee shall be provided with all special clothing required for any such abnormal conditions.

8.2 Lockers

The employer shall provide each employee with a locker or drawer with a lock and key wherein the equipment ordinarily required for the performance of his/her duties may be kept, and the employer shall thereby be relieved of responsibility for loss of such equipment, except in the case of fire.

**SCHEDULE A - CLASSIFICATION DEFINITIONS**

1.1 CLASSIFICATION STRUCTURE

Classification Number	Classification Title	Minimum Training Requirement	Wage Relativity to C10 after full minimum rate and broadbanding adjustments
C1	Professional Engineer Professional Scientist	Degree	180/210%
C2(b)	Principal Technical Officer	15 modules in addition to National Advanced Diploma or equivalent	150%
C2(a)	Leading Technical Officer  Principal/Trainer/Supervisor/ Co-ordinator	· 7 modules in addition to National Advanced Diploma · AQF 6 National Advanced Diploma - with 15 modules minimum in supervision/ training or equivalent	150%
C3	Engineering Associate - Level II	AQF 6 National Advanced Diploma or equivalent	145%
C4	Engineering Associate 3rd year of - Level I	22 Modules towards National Advanced Diploma or equivalent	135%
C5	Engineering Technician - Level V Advanced Engineering Tradesperson Level II	AQF 5 - National Diploma or 15 modules towards National Advanced Diploma or equivalent	130%

Classification Number	Classification Title	Minimum Training Requirement	Wage Relativity to C10 after full minimum rate and broadbanding adjustments
C6	Engineering Technician - Level IV Advanced Engineering Tradesperson Level I	12 modules towards National Diploma or National Advanced Diploma or equivalent	125%
C7	Engineering Technician Level III Engineering Tradesperson - Special Class Level II	<ul style="list-style-type: none"> <li>· AQF Level 4 National Certificate</li> <li>· 9 modules towards National Diploma or National Advanced Diploma</li> <li>· 3 appropriate modules in addition to C8 or equivalent</li> </ul>	115%
C8	Engineering Technician - Level II Engineering Tradesperson - Special Class Level I	<ul style="list-style-type: none"> <li>· Higher Engineering Tradesperson or</li> <li>· 3 appropriate modules in addition to C9 or</li> <li>· 6 modules towards national Diploma or National Advanced Diploma or equivalent</li> </ul>	110%
C9	Engineering Technician - Level I Engineering Tradesperson - Level II	<ul style="list-style-type: none"> <li>· 3 appropriate modules in addition to C10 or</li> <li>· 3 modules towards National Diploma or National Advanced Diploma or equivalent</li> </ul>	105%
C10	Engineering Tradesperson - Level I Production Systems Employee	Trade Certificate or Engineering Production Certificate III or equivalent	100%
C11	Engineering/Production Employee - Level IV	Engineering Production Certificate II or equivalent	92.4%
C12	Engineering/Production Employee - Level III	Engineering Production Certificate I	87.4%
C13	Engineering/Production Employee Level II	In-house training	82%
C14	Engineering/Production Employee Level I	Up to 38 hours induction training	78%

Trainer/Supervisor/Coordinator

Level I - 122% of the highest rate paid to those supervised.

Level 2 - 115% of the highest rate paid to those supervised.

## 1.2 CLASSIFICATION DEFINITIONS

Note: The following classification definitions should be read in conjunction with:

- the stream and field definitions in subclause 1.4.1 and 1.4.2 respectively;
- the definitions of "or equivalent", "work within the scope of this level" and "Engineering Associate" at the end of this Schedule;
- the National Metal and Engineering Competency Standards Implementation Guide especially Table 2 of that Guide which shows the alignment between old and new titles under the Australian Qualifications Framework. For example Advanced Certificates are now known as National Diplomas and Associate Diplomas as National Advanced Diplomas.

### **Trainer/Supervisor/Coordinator - Level I**

A Trainer/Supervisor/Coordinator - Level I is an employee who is responsible for the work of other employees and/or provision of structured on-the-job training. Such an employee has completed 9 modules of training in supervision and/or training.

Despite the above definition, an employee who has not completed the specified training or equivalent for this level may enter this classification consistent with 6.5.2 of the Implementation Guide until such times as competency standards for this level are finalised.

### **Trainer/Supervisor/Coordinator - Level II**

A Trainer/Supervisor/Coordinator - Level II is an employee who is responsible for supervision and/or training of Trainers/Supervisors/Coordinators - Level I. Such an employee has completed 15 modules of training in supervision and/or training.

Despite the above definition, an employee who has not completed the specified training or equivalent for this level may enter this classification consistent with 6.5.2 of the Implementation Guide until such times as competency standards for this level are finalised.

## **WAGE GROUP: C14**

### **Engineering/Production Employee - Level I**

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

An employee at this level performs routine duties essentially of a manual nature and to the level of his/her training:

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

## **WAGE GROUP: C13**

### **Engineering/Production Employee - Level II**

An Engineering/Production Employee - Level II is an employee who has completed up to three months

structured training so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C14 and to the level of his/her skills, competence and training.

- (i) Works in accordance with standard operating procedures and established criteria;
- (ii) Works under direct supervision either individually or in a team environment;
- (ii) Understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
- (iv) Understands and utilises basic statistical process control procedures;
- (v) Follows safe work practices and can report workplace hazards.

#### **WAGE GROUP: C12**

##### **Engineering/Production Employee - Level III**

An Engineering/Production Employee - Level III is an employee who has completed an Engineering Production Certificate I or equivalent so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C13 and to the level of his/her skills, competence and training.

- (i) Is responsible for the quality of his/her own work subject to routine supervision;
- (ii) Works under routine supervision either individually or in a team environment;
- (iii) Exercises discretion within his/her level of skills and training;
- (iv) Assists in the provision of on the job training.

#### **WAGE GROUP: C11**

##### **Engineering/Production Employee - Level IV**

An Engineering/Production Employee - Level IV is an employee who has completed an Engineering Production Certificate II or equivalent so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C12 and to the level of his/her skills, competence and training.

- (i) Works from complex instructions and procedures;
- (ii) Assists in the provision of on-the-job training;
- (iii) Co-ordinates work in a team environment or works individually under general supervision;
- (iv) Is responsible for assuring the quality of his/her own work.

**WAGE GROUP: C10****Engineering Tradesperson - Level I**

An Engineering Tradesperson - Level I is an employee who holds a trade certificate or tradespersons rights certificate as an:

- (i) Engineering Tradesperson (Mechanical) - Level I;
- (ii) Engineering Tradesperson (Fabrication) - Level I;
- (iii) or equivalent

and is able to exercise the skills and knowledge of the engineering trade so as to enable the employee to perform work within the scope of this level.

An Engineering Tradesperson - Level I works above and beyond an employee at C11 and to the level of his/her skills, competence and training.

- (i) Understands and applies quality control techniques;
- (ii) Exercises good interpersonal and communications skills;
- (iii) Exercises keyboard skills at a level higher than C11;
- (iv) Exercises discretion within the scope of this classification level;
- (v) Performs work under limited supervision either individually or in a team environment;
- (vi) Operates lifting equipment incidental to his/her work;
- (vii) Performs non-trade tasks incidental to his/her work;
- (viii) Performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training;
- (ix) Able to inspect products and/or materials for conformity with established operational standards.

**Production Systems Employee**

A Production Systems Employee is an employee who, while still being primarily engaged in Engineering /Production work applies the skills acquired through the successful completion of a certificate III level qualification or equivalent in the production, distribution, or stores functions.

A Production Systems Employee is an employee who has completed an Engineering Production Certificate III or equivalent so as to enable the employee to perform work within the scope of this level.

A Production Systems Employee works above and beyond an employee at C11 and to the level of his/her skills, competence and training

- (i) Understands and applies quality control techniques;
- (ii) Exercises good interpersonal communications skills;
- (iii) Exercises discretion within the scope of this classification level;
- (iv) Exercise keyboard skills at a level higher than C11;
- (v) Performs work under limited supervision either individually or in a team environment;
- (vi) Able to inspect products and/or materials for conformity with established operational standards.

**WAGE GROUP: C9****Engineering Tradesperson - Level II  
Engineering Technician - Level I**

An Engineering Tradesperson - level II is an:

- (i) Engineering Tradesperson (Mechanical) - Level II; or
- (ii) Engineering Tradesperson (Fabrication) - Level II:

who has completed the following training requirements:

- (i) Three appropriate modules in addition to the training requirements of C10 level; or
- (ii) Three appropriate modules towards a National Diploma; or
- (iii) Three appropriate modules towards an Advanced Diploma; or equivalent.

An Engineering Tradesperson - Level II works above and beyond a tradesperson at C10 and to the level of his/her skills and competence and training performs work within the scope of this level.

- (i) Exercises discretion within the scope of this classification;
- (ii) Works under limited supervision either individually or in a team environment;
- (iii) Understands and implements quality control techniques;
- (iv) Provide trade guidance and assistance as part of a work team;
- (v) Operates lifting equipment incidental to his/her work;
- (vi) Performs non-trade tasks incidental to his/her work.

**Engineering Technician - Level I**

An Engineering Technician - Level I is an employee who has the equivalent level of training of a C9 Engineering Tradesperson or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level I are in the technical fields as defined by this Award including draughting, planning or technical tasks requiring technical knowledge.

At this level the employee is engaged on routine tasks in the technical fields.

**WAGE GROUP: C8****Engineering Tradesperson - Special Class Level I  
Engineering Technician - Level II**

A Special Class Engineering Tradesperson - Level I means a:

- (i) Special Class Engineering Tradesperson (Mechanical) - Level I; or
- (ii) Special Class Engineering Tradesperson (Fabrication) - Level I;
- (iii) Higher Engineering Tradesperson

who has completed the following training requirement:

- (i) Six appropriate modules in addition to the training requirements of C10 level; or
- (ii) Six appropriate modules towards a National Diploma; or
- (iii) Six appropriate modules towards an Advanced Diploma;
- (iv) a Higher Engineering Tradesperson apprenticeship; or equivalent.

An Engineering Tradesperson Special Class - Level I works above and beyond a tradesperson at C9 and to the level of his/her skills, competence and training performs work within the scope of this level.

- (i) Provides trade guidance and assistance as part of a work team;
- (ii) Assists in the provision of training in conjunction with supervisors and trainers;
- (iii) Understands and implements quality control techniques;
- (iv) Works under limited supervision either individually or in a team environment;
- (v) Operates lifting equipment incidental to his/her work;
- (vi) Performs non-trade tasks incidental to his/her work.

#### **Engineering Technician - Level II**

An Engineering Technician - Level II is an employee who has the equivalent level of training of a C8 Engineering Tradesperson Special Class - Level I or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level II are in the technical fields as defined by this Award including draughting, planning or technical tasks requiring technical knowledge.

At this level the employee is required to exercise judgment and skill in excess of that required at C9 under the supervision of technical or professional staff.

#### **WAGE GROUP: C7**

#### **Engineering Tradesperson - Special Class Level II Engineering Technician - Level III**

A Special Class Engineering Tradesperson - Level II means a:

- (i) Special Class Engineering Tradesperson (Mechanical) - Level II; or
- (ii) Special Class Engineering Tradesperson (Fabrication) - Level II.

who has completed the following training requirement:

- (i) Three appropriate modules in addition to the requirements of C8 level; or
- (ii) Nine appropriate modules towards an Advanced Certificate; or
- (iii) Nine appropriate modules towards an Associate Diploma;
- (iv) an AQF Level 4 National Certificate; or equivalent.

An Engineering Tradesperson - Special Class Level II works above and beyond a tradesperson at C8 and to the level of his/her skills, competence and training performs work within the scope of this level.

- (i) Is able to provide trade guidance and assistance as part of a work team;

- (ii) Provides training in conjunction with supervisors and trainers;
- (iii) Understands and implements quality control techniques;
- (iv) Works under limited supervision either individually or in a team environment;
- (v) Operates lifting equipment incidental to his/her work;
- (vi) Performs non-trade tasks incidental to his/her work.

NB: The AQF 4 National Certificate referred to in this definition is not directly comparable with existing post-trade qualifications and the possession of such qualifications does not itself justify classification of a tradesperson to this level.

### **Engineering Technician - Level III**

Engineering Technician - Level III is an employee who has the equivalent level of training of a C7 - Engineering Tradesperson Special Class Level II or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level III are in the technical fields as defined by this Award including draughting, planning or technical tasks requiring technical knowledge.

At this level the employee is engaged in detail draughting and/or planning or technical duties requiring judgement and skill in excess of that required of a technician at C8 under the supervision of technical or professional staff;

### **WAGE GROUP: C6**

Advanced Engineering Tradesperson - Level I

Engineering Technician - Level IV

An Advanced Engineering Tradesperson - Level I means an:

- (i) Advanced Engineering Tradesperson (Mechanical) - Level I; or
- (ii) Advanced Engineering Tradesperson (Fabrication) - Level I who has completed:
  - 12 appropriate modules of a National Diploma; or
  - 12 appropriate modules of an Advanced Diploma; or equivalent.

An Advanced Engineering Tradesperson - Level I works above and beyond a tradesperson at C7 and to the level of his/her skills, competence and training performs work within the scope of this level.

- (i) Undertakes quality control and work organisation at a level higher than for C7;
- (ii) Provides trade guidance and assistance as part of a work team;
- (iii) Assists in the provision of training to employees in conjunction with supervisors/trainers;
- (iv) Works under limited supervision either individually or in a team environment;
- (v) Prepares reports of a technical nature on specific tasks or assignments;
- (vi) Exercises broad discretion within the scope of this level;
- (vii) Operates lifting equipment incidental to his/her work;
- (viii) Performs non-trade tasks incidental to his/her work.

**Engineering Technician - Level IV**

An Engineering Technician - Level IV is an employee who has the equivalent level of training of a C6 - Advanced Engineering Tradesperson Level I or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level IV are in the technical fields as defined by this Award including draughting, planning or technical tasks requiring technical knowledge.

At this level the employee is engaged in detail draughting and/or planning and/or technical duties requiring judgement and skill in excess of that required of a technician at C7 under the supervision of technical and/or professional staff

**WAGE GROUP: C5****Advanced Engineering Tradesperson - Level II  
Engineering Technician - Level V**

An Advanced Engineering Tradesperson - level II means an:

- (i) Advanced Engineering Tradesperson (Mechanical) - Level II; or
- (ii) Advanced Engineering Tradesperson (Fabrication) - Level II who has completed:
  - A National Diploma; or
  - 15 modules or 2nd year part time of an Advanced Diploma; or Equivalent

An Advanced Engineering Tradesperson - Level II works above and beyond a tradesperson at C6 and to the level of his/her skills, competence and training performs work within the scope of this level.

- (i) Provides technical guidance or assistance within the scope of this level;
- (ii) Prepares reports of a technical nature on tasks or assignments within the employee's skills and competence;
- (iii) Has an overall knowledge and understanding of the operating principle of the systems and equipment on which the tradesperson is required to carry out his/her task;
- (iv) Assists in the provision of on-the-job training in conjunction with supervisors and trainers;
- (v) Operates lifting equipment incidental to his/her work; .
- (vi) Performs non-trade tasks incidental to his/her work.

**Engineering Technician - Level V**

An Engineering Technician - Level V is an employee who has the equivalent level of training of a C5 - Advanced Engineering Tradesperson Level II or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level V are in the technical fields as defined by this Award including draughting, planning or technical tasks requiring technical knowledge.

At this level the employee is required to exercise judgment and skill in excess of that required at level C6.

**WAGE GROUP: C4****Engineering Associate - Level I**

An Engineering Associate - Level I means an employee who works above and beyond a technician at level C5 and has successfully completed third year part-time (or 22 modules) of an Advanced Diploma or equivalent and is engaged in:

- (i) Making of major design drawings or graphics or performing technical duties in a specific field of engineering, laboratory or scientific practice such as research design, testing, manufacture, assembly, construction, operation, diagnostics and maintenance of equipment facilities or products, including computer software, quality processes, occupational health and safety and/or standards and plant and material security processes and like work; or
- (ii) Planning of operations and/or processes including the estimation of requirements of staffing, material cost and quantities and machinery requirements, purchasing materials or components, scheduling, work study, industrial engineering and/or materials handling process.

**WAGE GROUP: C3****Engineering Associate - Level II**

An Engineering Associate - Level II means an employee who works above and beyond an Engineering Associate at level C4 and has successfully completed an advanced diploma or the equivalent level of accredited training and is engaged in:

- (i) Performing draughting, or planning or technical duties which require the exercise of judgment and skill in excess of that required by an engineering associate at level C4; or
- (ii) Possesses the skills of an Engineering Associate - Level I in a technical field and exercises additional skills in a different technical field as defined.

**WAGE GROUP: C2(a)****Leading Technical Officer****Principal Engineering Trainer/Supervisor/Coordinator**

Leading Technical Officer means an employee who works above and beyond an Engineering Associate - Level II at level C3 and has successfully completed seven modules in addition to an advanced diploma or equivalent. An employee at C2(a) is able to perform or coordinate work in more than one engineering, scientific or technical field as defined, or performs duties in a technical, engineering or scientific field which requires the exercise of judgement and/or skill in excess of that required of an Engineering Associate - Level II.

**Principal Engineering Trainer/Supervisor/Coordinator**

Principal Engineering Trainer/Supervisor/Coordinator means a Trainer/Supervisor/Coordinator who has completed a National Advanced Diploma of which 15 modules are supervision/training modules or equivalent and who when engaged at this level:

- (i) Possesses a sound knowledge of occupational health and safety, industrial relations, and communications processes and is able to use this knowledge in training and leading the work of others;
- (ii) Possesses a general knowledge and awareness of the administrative, business, and marketing strategies of the enterprise;

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

- Plans, writes and delivers training programs for all engineering/production employees, apprentices, trainees, trade and lower technical levels;
- Plans and directs the work of engineering/production employees especially in new work organisation environments, eg, group work arrangements, CIM production techniques.

**WAGE GROUP: C2(b)****Principal Technical Officer**

A Principal Technical Officer works above and beyond an employee at the C2a level and who has successfully completed fifteen modules of accredited training in addition to an advanced diploma or equivalent. Within organisational policy guidelines and objectives a principal technical officer:

- (i) Performs work requiring mature technical knowledge involving a high degree of autonomy, originality and independent judgement;
- (ii) Looks after and is responsible for projects and coordinating such projects with other areas of the organisation as required by the operation of the organisation;
- (iii) Is responsible for the coordination of general and specialist employees engaged in projects requiring complex and specialised knowledge;
- (iv) Plans and implements those programs necessary to achieve the objectives of a particular project;
- (v) In the performance of the above functions, applies knowledge and/or guidance relevant in any or all of the fields of designing, planning and technical work as required by the company's operation;
- (vi) Operates within broad statements of objectives without requiring detailed instructions; or
  - (i) Performs work at the above level of skill in a particular technical field;
  - (ii) Has as the overriding feature of his/her employment the ability to perform creative, original work of a highly complex and sophisticated nature;
  - (iii) Provides specialised technical guidance to other employees performing work within the same technical field.

"Or equivalent"

Where it appears in these classification definitions, the phrase "or equivalent" means:

- (i) Any training which a registered provider (eg. TAFE), or by a State Recognition authority which has been recognised as equivalent to an accredited course which the Manufacturing Engineering and Related Services Industry Training Advisory Body (MERSITAB) recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications

OR

- (ii) Where competencies meet the requirements set out in the MERSITAB competency standards in accordance with the National Metal and Engineering Competency Standards Implementation Guide.

"Work within the scope of this level"

Where it appears in these classification definitions, the phrase "work within the scope of this level" means:

1. For an employee who does not hold a qualification listed as a minimum training requirement, the employee shall apply skills within the enterprise selected in accordance with the Implementation Guide. Competencies selected must be MERSITAB competency standards.
2. Where an employee has a qualification, section 5.1.3(c)(ii) of this Award should be followed.

### **Engineering Associate**

Where it appears in these classification definitions, the phrase "Engineering Associate" is defined as a generic term which includes technical officers in a wide range of disciplines including laboratories and quality

assurance; draughting officers; planners and other para-professionals.

### SCHEDULE B

Comparative schedule of old classifications and new broadbanded wage levels

Old Classification	New Classification Level
Tracer	
Years of experience as such:	
- first	12E
- thereafter	12B
Draughtsman - detail	
Planning assistant	
Technical assistant	
Years of experience as such:	
- first	9D
- second and third	9A
- fourth	9A plus 2%
- thereafter	9A plus 7%
Draughtsman - design	
Production planner and technical officer	
Technician	
Years of experience:	
- first	4B
- second	4A
- thereafter	4A plus 5%

Leading tracer, leading detail draughtsman, leading technical assistant, leading planning Trainer/assistant, leading draughtsman - design, supervisor/leading technician, leading planning technician co-ordinator leading technical officer, leading production-technical planner, leading design draughtsman.

### SCHEDULE C

#### Industries and Callings

All persons employed as draughtsmen, tracers, technical officers, technical assistants, supervisors of engineering production and planners of engineering production, construction or maintenance work and trainees and cadets in any of the aforementioned occupations in the State, excluding the County of Yancowinna;

*excepting* employees of the Crown;

*and excepting* employees in or about metalliferous and limestone mines, in or in connection with mining for minerals, other than coal and shale, in or about diamond and gem-bearing mines, mining dredges, ore sluicing processes, ore smelting, refining treatment and reduction works;

And *excepting* also persons employed by -

The Australian Gas Light Company;  
Newcastle Gas Company Limited;  
The Hunter District Water Board;  
The Water Board;  
The Maritime Services Board;  
The Water Resources Commission;

State Rail Authority of New South Wales;  
State Transit Authority of New South Wales;  
Roads and Traffic Authority of New South Wales;  
South Maitland Railways Pty Ltd;  
The United Dental Hospital of Sydney;  
The Electricity Commission of New South Wales, trading as Pacific Power;  
Southern Copper Pty Limited;  
Sydney Electricity;  
Metal Manufactures Limited;  
Incitec Pty Limited  
Austral Standard Cables Proprietary Limited, in and about the works of the said companies at Port Kembla.

*and excepting also-*

Persons employed in the coal mining industry; and  
Persons employed by municipal, shire and county councils.

*and excepting also* employees within the jurisdiction of the following Conciliation Committees-

Iron and Steel Works Employees (Australian Iron and Steel Proprietary Limited);  
Australian Wire Industries Pty Ltd – Newcastle Ropery;  
Steel Works Employees (Broken Hill Proprietary Company Limited);  
Special Steels and Steel Products Manufacture (Commonwealth Steel Company Limited);  
John Lysaght (Australia) Limited Newcastle;  
John Lysaght (Australia) Limited Port Kembla;  
John Lysaght (Australia) Limited Unanderra;  
Australian Wire Industries Pty Ltd – Sydney Wiremill;  
Australian Wire Industries Pty Ltd – Newcastle Wiremill;  
Cement Workers, &c. (State);  
Tubemakers of Australia Limited, Yennora;  
Tubemakers of Australia Limited, Newcastle;  
Quarries (Australian Iron and Steel Pty Limited);  
Quarries &c. (Broken Hill Proprietary Company Limited);  
Colonial Sugar Refining Co. Limited (Concord Works);  
Metalliferous Miners, &c. General (State);  
Metalliferous Miners, &c. General (State) No 2;  
Scientific officers, Chemists and Chemical Engineers (State);  
University Employees, &c. (State);  
Smelting, &c. (Electrolytic R. & S. Company, &c.);  
Smelting (Sulphide Corporation Limited);  
Australian Gas Light Company (Salaried Division);  
Newcastle Gas Company Limited (Salaried Division);  
AGL Sydney Limited (Wages Division);  
Shortland County Council;  
County Councils (Electricity Undertakings) Employees.

P. J. SAMS, *D.P.*

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(572)

SERIAL C0457

## FORESTRY COMMISSION OF NEW SOUTH WALES (TRADING AS STATE FORESTS OF NSW) SENIOR STAFF AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1039 of 2001)

Before Mr Deputy President Grayson

15 May 2001

### REVIEWED AWARD

#### Arrangements

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Salary Packaging Arrangements
5.	Family and Community Service Leave
6.	Dispute Resolution Procedure
7.	Uniforms
8.	Anti-Discrimination
9.	Savings of Rights
10.	Area, Incidence and Duration

#### Schedule 1

#### 1. Title

This Award shall be known as the Forestry Commission of NSW (trading as State Forests of NSW) Senior Staff Award.

#### 2. Definitions

“Act” shall mean the *Public Sector Management Act 1988*, No 33.

“Award” shall mean this Forestry Commission of NSW (trading as State Forests of NSW) Senior Staff Award.

“Association” shall mean the Public Service Association of New South Wales.

“Officer” means and includes, all persons permanently or temporarily employed under the provisions of the *Public Sector Management Act 1988*, or other appropriate Acts, and who, as at the operative date of this Award were occupying positions covered by this Award, or who after that date, are appointed to or employed in one such position.

“State Forests” means the Forestry Commission of New South Wales trading as State Forests of NSW.

“Senior Staff Enterprise Agreement” means Agreement No 19/95.

#### 3. Salaries

- (1) All officers shall be paid in accordance with the salary structure set out in Schedule 1 to this Award.
- (2) The Salary level and relevant point on the salary scale will continue to be determined through the OCR job evaluation methodology, and subject to satisfactory performance and service.

- (3) Salaries described herein are paid in lieu of those contained in the Senior Staff Enterprise Agreement No. 19/95.

#### **4. Salary Packaging Arrangements**

Current packaging arrangements in respect of motor vehicles will continue.

#### **5. Community Service Leave, Personal/Carer's Leave and flexible use of other leave entitlements Family and**

- (1) The definition of “family” and “relative” for the purposes of this clause is the person who needs the officer's care and support and is referred to as the “person concerned” and is:
- (a) a spouse of the officer; 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 a legal guardian), grandparent, grandchild or sibling of the officer or spouse or de facto spouse of the officer; or
  - (d) a same sex partner who lives with the officer as the de facto partner of that officer on a bona fide domestic basis; or
  - (e) a relative of the officer who is a member of the same household, where for the purposes of this paragraph:
    - (i) “relative” means a person related by blood, marriage or affinity;
    - (ii) “affinity” means a relationship that one spouse because of marriage has to blood relatives of the other; and
    - (iii) “household” means a family group living in the same domestic dwelling.
- (2) Family and Community Services Leave - general
- (a) The appropriate Department Head may grant family and community service leave to an officer:
    - (i) for reasons related to the family responsibilities of the officer, or
    - (ii) for reasons related to the performance of community service by the officer, or
    - (iii) in a case of pressing necessity.
  - (b) Family and Community Services Leave replaces short leave.
  - (c) An officer is not to be granted family and community services leave for attendance at court to answer a criminal charge, unless the appropriate Department Head approves the grant of leave in the particular case.

## (3) Family &amp; Community Service Leave - entitlement

- (a) The maximum amount of family and community services leave on full pay that may be granted to an officer is:
  - (i) 2.5 working days during the first year of service and 5 working days in any period of 2 years after the first year of service, or
  - (ii) 1 working day for each year of service after 2 years continuous service, minus any period of family and community service leave already taken by the officer, whichever is the greater period.
- (b) Once family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discrete “per occasion” basis to an officer on the death of a person defined in 5 (1) above.

## (4) Use of Sick Leave to care for a sick dependent - general

When family and community service leave, as outlined in subclause 5 (3) above is exhausted, the sick leave provisions under subclause 5 (5) may be used by an officer to care for a sick dependent.

## (5) Use of sick leave to care for a sick dependent - entitlement

- (a) The entitlement to use sick leave in accordance with this clause is subject to:
  - (i) the officer being responsible for the care and support of the person concerned, and
  - (ii) the person concerned being as defined in sub-clause 5 (1) above.
- (b) An officer with responsibilities in relation to a person who needs their care and support shall be entitled to use any sick leave available from that year’s entitlement to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year’s grant of sick leave available under subclause 5 (5) (b) above, sick leave accrued from the previous three years may also be assessed by an officer with responsibilities in relation to a person who needs their care and support.
- (d) The Department Head may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in subclause 5 (5) (c) above.
- (e) The officer 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.
- (f) The officer has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
- (g) The officer is not required to state the exact nature of the relevant illness on either the medical certificate or statutory declaration.
- (h) The officer 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 officer, the reasons for taking such leave and the estimated length of absence, the officer shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

## (6) Time Off in Lieu of Payment of Overtime

- (a) For the purpose only of providing care and support for a person defined above, and despite the provisions of clause 3 of the Crown Employees (Overtime) Award, an officer may elect, with the consent of the appropriate Departmental Head, to take time off in lieu of payment of overtime at a time or times agreed with the Department Head.
- (b) Overtime taken as time off during ordinary time hours shall be taken at ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with subclause 5 (6) (a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (d) Where no election is made in accordance with subclause 5 (6) (a) above, the officer shall be paid overtime rates in accordance with Crown Employees (Overtime) Award.

## (7) Use of Make-up Time

- (a) An officer may elect, with the consent of the Department Head, to work “make-up time”. “Make-up time” is worked when the officer takes time off during ordinary hours for family or community service responsibilities and works those hours at a later time, during the spread of ordinary hours, at the ordinary rate of pay.
- (b) An officer on shift work may elect, with the consent of the Department Head, to work “make-up time” (under which the officer takes time off during ordinary hours for family or community service responsibilities and work those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.

## (8) Use of other leave entitlements

The appropriate Department Head may grant an officer other leave entitlements for reasons related to family responsibilities, or community service by the officer. An officer may elect, with the consent of the Department Head, to take:

- (a) recreation leave;
- (b) extended leave; and
- (c) leave without pay.

## 6. Disputes Resolution Procedures

All disputes or difficulties relating to the provisions of this Award shall be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Department, if required.

- (1) An officer is required to notify (in writing or otherwise) their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible state the remedy sought.
- (2) The immediate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within (2) days, or as soon as practicable, of the matter being brought to attention.
- (3) If the matter remains unresolved with the immediate manager, the officer may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the member of staff until the matter is

referred to the Department Head.

- (4) The Department Head may refer the matter to the PEO for consideration.
- (5) In the event that the matter remains unresolved, the Department Head shall provide a written response to the member of staff and any other party involved in the grievance, dispute or difficult, concerning action to be taken, or the reasons for not taking action, in relation to the matter.
- (6) An officer may request to be represented by an Association Representative.
- (7) The officer or Association on their behalf, or Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (8) The officer, Association, Department and PEO shall agree to be bound by any lawful recommendation, order or determination by the New South Wales Industrial Relations Commission in relation to the grievance, dispute or difficulty.
- (9) Whilst the procedures are being followed, normal work undertaken prior to notification of the grievance or dispute shall continue unless otherwise agreed between the parties, or, in the case of a dispute involving Occupational Health and Safety. If practicable, normal work shall proceed in such a manner to avoid any risk to the health and safety of any officer, or member of the public.

## 7. Uniforms

Where Senior Staff are required to wear a uniform, the uniform will be provided in the terms of the Collateral Agreement with the Public Service Association of NSW.

## 8. Anti-Discrimination

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

- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by 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”.

**9. Savings of Rights**

- (1) At the time of making this Award, no officer covered by this Award will suffer a reduction in his or her rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this Award.
- (2) Should there be a variation of the Crown Employees (Public Sector Salaries 1997) Award or an Award replacing that Award, senior staff will maintain the same salary relationship to the rest of the Public Service. Any such salary increase will be reflected in this Award either by variation to it or by the making of a new Award.

**10. Area, Incidence and Duration**

This Award shall apply to all Senior Staff of the Forestry Commission of New South Wales (Trading as State Forests of NSW) and currently covered by Enterprise Agreement No 19/95, and should be read in conjunction with the Enterprise Agreement.

The Award shall commence on the first full pay period on or after 14 May 2001 and remain in force 12 months until 14 May 2002.

This Award rescinds and replaces the Forestry Commission of New South Wales (Trading as State Forests of New South Wales) Senior Staff Award published 30 October 1998 (306 IG 1361) and all variations thereof.

**Schedule 1**

**SENIOR STAFF SALARY PAY RATES**

LEVEL	3.1.2000 2%		1.1.2001 2%	
1	\$78,606	-	\$83,116	\$80,178 - \$84,778
2	\$83,117	-	\$89,824	\$84,779 - \$91,620
3	\$89,825	-	\$94,325	\$91,621 - \$96,212
4	\$94,326	-	\$96,882	\$96,213 - \$98,820

J. P. GRAYSON D. P.

(1389)

**SERIAL C0452**

## **CROWN EMPLOYEES (POLICE SERVICE OF NEW SOUTH WALES (NURSES)) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 982 of 2001)

Before Mr Deputy President Grayson

18 May 2001

### **REVIEWED AWARD**

#### **PART A**

##### **1. Arrangement**

Clause No.	Subject Matter
1	Arrangement
2	No Further Claims
3	Definitions
4	Rates of Pay
5	Wages Sacrifice to Superannuation
6	Transitional Arrangements
7	Hours of Work
8	Overtime
9	Travelling Time
10	Leave in lieu of overtime
11	Part-Time Employment
12	Casual Employment
13	Public Holidays
14	Annual Leave
15	Leave Generally
16	Introduction of New Technology
17	Productivity Measures
18	Clothing Allowance
19	Disputes/Grievance Settlement Procedures
20	Anti-Discrimination
21	Other Conditions of Employment
22	Area, Incidence and Duration

#### **PART B**

Table 1 — Salaries

Table 2 — Allowances

##### **2. No Further Claims**

The Association undertakes not to pursue any new salaries or conditions claims arising from negotiation of productivity and efficiency improvements covered by the Memorandum of Understanding between the NSW Government and the Association dated 2 March 2000.

### 3. Definitions

"*Officer*" means and includes all persons employed by the Police Service of New South Wales who as of 2 June 1998 were occupying a position of nurse or who after that date were appointed to such a position.

"*Clinical Nurse Consultant*" means a registered nurse appointed as such to a position approved by the Commissioner of Police and who has had at least 5 years post-basic registration experience and who has, in addition, approved post-basic nursing qualifications relevant to the field in which they are appointed, or such other qualifications or experience deemed appropriate by the Commissioner.

"*Clinical Nurse Specialist*" means: a registered nurse with specific post-basic qualifications and twelve months experience working in the clinical area of the nurse's specified post-basic qualification; or

A minimum of four years post-basic registration experience, including three years experience in the relevant specialist field.

"*Commissioner*" means the Commissioner of Police in New South Wales or any person acting in such position from time to time.

"*Police Service*" means the Police Service of New South Wales.

"*Nurse*" when used in the appropriate context may refer to all classifications of nurses and includes registered nurse, Clinical Nurse Consultant and Clinical Nurse Specialist.

"*Association*" means the New South Wales Nurses' Association.

"*Service*" for the purpose of salaries as set out in Table 1 – Salaries, of Part B, Monetary Rates, means service before or after the commencement of this award in New South Wales or elsewhere as a registered nurse.

Service deemed to be registered nurse service shall be as set out in Clause 3 Definitions in the Public Hospital Nurses' (State) Award published 5 September 1997 (300 IG. 1033), as varied.

"*Team Leader*" shall mean a registered nurse appointed as such for a nominated period as specified by the employer. Only one registered nurse shall be so appointed at any one location at any one time. Team leaders shall carry out such supervisory and resource management duties as are reasonably required and shall receive an allowance as set out in Item 1 of Table 2 – Allowances, of Part B.

### 4. Rates of Pay

The rates of pay contained in Table 1 – Salaries, of Part B, Monetary Rates, shall take effect from the beginning of the first full pay period to commence on or after 2 June 1998 or the date of employment as a nurse, whichever is the later.

### 5. Wages Sacrifice to Superannuation

5.1 Notwithstanding the salaries prescribed in Clause 4, Rates of Pay, of this award, an employee may elect, subject to the agreement of the Police Service, to sacrifice a portion of the wage payable under clause 4 to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed must not exceed thirty (30) percent of the wage payable under clause 4 or thirty (30) percent of the current applicable superannuable wage, whichever is the lesser. In this clause *Asuperannuable wage* means the employees wage as notified from time to time to the New South Wales public sector superannuation trustee corporations.

5.2 Where the employee has elected to sacrifice a portion of that payable wage to additional employer superannuation contribution:

- (a) the employee shall be provided with a copy of the signed agreement. The Wage Packaging Agreement may be terminated at any time at the employee's election. The Wage Packaging Agreement ceases on termination of the employee's services with the Police Service;
  - (b) subject to Australian Taxation law, the sacrificed portion of wage will reduce the wage subject to appropriate PAYE deductions by the amount of that sacrificed portion; and
  - (c) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or Statute which is expressed to be determined by reference to an employee's wage, shall be calculated by reference to the wage which would have applied to the employee under clause 4 of this Award in the absence of any wage sacrifice to superannuation made under this Award.
- 5.3 The employee may elect to have the portion of payable wage which is sacrificed to additional employer superannuation contributions:
- (a) paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions.
  - (b) subject to the Police Service's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 5.4 Where an employee elects to wage sacrifice in the terms set out in 5.3 above, the Police Service will pay or will arrange to have paid the sacrificed amount into the relevant superannuation fund.
- 5.5 Where the employee is a member of a superannuation scheme established under:
- (a) the *Police Regulation (Superannuation) Act 1906*;
  - (b) the *Superannuation Act 1916*;
  - (c) the *State Authorities Superannuation Act 1987*;
  - (d) the *State Authorities Non -contributory Superannuation Act 1987*; or
  - (e) the *First State Superannuation Act 1992*
- the Police Service must ensure that the amount of any additional employer superannuation contributions specified in subclause 5.1 above is included in the employee's superannuable wage which is notified to the New South Wales public sector superannuation trustee corporations.
- 5.6 Where, prior to electing to sacrifice a portion of his/her wage to superannuation, an employee had entered into an agreement with the Police Service to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 5.5 above, the Police Service will continue to base contributions to that fund on the wage payable under clause 4 to the same extent as applied before the employee sacrificed a portion of that wage to superannuation. This clause applies even though the superannuation contributions made by the Police Service may be in excess of superannuation guarantee requirements after the wage sacrifice is implemented.

## 6. Transitional Arrangements

- 6.1 For the purposes of this clause "transitional date" means 2 June 1998.
- 6.2 The year of service for the purpose of the incremental scale for a registered nurse employed at the transitional date shall be determined by locating the registered nurse's current year of service on the incremental scale in Column A of the Transitional Table in subclause 5.4 of this clause. The registered nurse's incremental year of service shall be deemed to be the year of service appearing opposite in Column B of the Transitional Table.

Provided that a registered nurse's incremental year of service shall be deemed to be the year of service appearing opposite in Column B of the Transitional Table. Provided that a registered nurse with eight or more actual years of service shall be placed on the eighth year of service in Column B of the Transitional Table.

6.3 Registered nurses who commence employment with an employer after the transitional date shall have their year of service determined as if they were employed by the employer at the transitional date. That is, the transitional arrangements shall apply to all periods of employment under this award or the Public Hospital Nurses' (State) Award, which commence on or after the transitional date.

6.4 Transitional Table:

<b>Column A</b>	<b>Column B</b>
(Old incremental scale)	(New incremental scale)
Year of Service	Year of Service
1	1
2	1
3	2
4	3
5	4
6	5
7	6
8	7
UG1	8

Note: For the purpose of the old incremental scale only, a registered nurse who has obtained an appropriate degree in Nursing or Applied Science (Nursing) or Health Studies (Nursing) (referred to for the purpose of this clause as a "UG1" qualification) shall enter the incremental scale on the second year of service.

6.5 The year of service determined by this clause shall be the year of service only for the purpose of salaries. In particular, this clause shall not affect the definition of service for the purposes of annual leave, sick leave or extended leave.

6.6 A registered nurse's anniversary date for the purpose of moving to the next year of service is not affected by this clause.

**7. Hours of Work**

7.1 The ordinary hours of work shall be as follows:

- (a) For nurses employed after 1 July 1996 the ordinary hours shall be 152 hours per 28 days to be worked on a maximum of 19 days in any such period.
- (b) For nurses employed as at 1 July 1996 the ordinary hours shall, by historical concession of the employer, continue to be 140 hours per 28 days.

7.2 Ordinary hours shall be worked between the hours of 8.00 am and 6.30 pm, Monday to Sunday inclusive, and shall not exceed 10 hours on any one shift.

7.3 Except by mutual agreement an employee shall not work more than 7 consecutive shifts, and days off shall consist of two or more consecutive days.

7.4 Employees required to work on a Saturday or Sunday shall be paid the following percentages in addition to the ordinary rate for such shift:

Saturday	50%
Sunday	75%

7.5 Ordinary hours rostered on a Saturday or Sunday shall be for a minimum shift length of 6 hours.

7.6 A nurse attending a country police centre may, due to the police rostering arrangements, be required to

commence ordinary hours of work at a time before 8.00am but not before 6.00am, provided that the nurse does not have to travel to the centre on that day before commencing duty.

7.7 A nurse shall not be required to work for more than 5 hours without a meal break of not less than 30 minutes and not more than 60 minutes. Any time approved to be worked during such break shall count as working time and, unless the employee is permitted to finish duty early on the same shift, then such time shall be paid for at overtime rates.

7.8 Where a nurse is required to remain on call for duty during a meal break, the nurse shall be paid an allowance as set out in Item 2 of Table 2 – Allowances, of Part B, Monetary Rates.

### **8. Overtime**

Except as provided for in Clause 8.2 of this clause:

8.1 All time approved to be worked in excess of the rostered daily hours of work shall be overtime and be paid for at time and a half for the first two hours and double time thereafter. Provided that overtime worked on Sundays shall be paid for at the rate of double time and on a public holiday at the rate of double time and a half. Each shift shall stand alone.

8.2 For officers whose ordinary hours of work are prescribed by paragraph (b) of subclause 7.1 of Clause 7, Hours of Work, overtime does not become payable until the officer works in excess of 152 hours in any 28 day roster period.

Notwithstanding that, such officers shall normally be rostered on the basis of an average of 35 hours per week (140 hours each 28-day roster period), and shall only be required to work in excess of those hours in situations of an emergent nature or otherwise unavoidable circumstances.

### **9. Travelling Time**

The parties agree that any travelling or waiting time properly and necessarily incurred by officers in the performance of their duty, in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Award 1997 published 24 April 1998 (304 I.G. 570), shall be compensated by time off in lieu.

Travelling time and waiting time shall not accrue to officers employed in accordance with paragraph (b) of subclause 7.1 of Clause 7, Hours of Work, until the officer has worked, travelled or waited (in accordance with the provisions of Clause 25, Excess Travelling Time, and Clause 26, Waiting Time, of the Crown Employees (Public Service Conditions of Employment) Award 1997, in excess of 152 hours in any 28-day roster period.

### **10. Leave in Lieu of Overtime**

An officer who, with the approval of the Service, works overtime may elect to take leave in lieu of payment for all or part of the entitlement in respect of the time so worked. Such leave in lieu shall accrue at the rates specified for overtime.

Provided that:

- (a) Where the officer elects to receive leave in lieu of payment such leave in lieu shall be taken at a time mutually agreed between the officer and the Service.
- (b) Such leave in lieu shall be taken in multiples of a quarter day only.
- (c) Subject to the convenience of the Service, leave in lieu shall be taken within 3 months of the date of accrual, except in the case of leave in lieu in respect of work performed on a public holiday, in which case an officer may elect to have such leave in lieu added to annual leave.
- (d) An officer shall be entitled to payment for the balance of any overtime entitlement not taken as leave in lieu.

### **11. Part-time Employment**

11.1 A part-time officer is one who is engaged to work a specified number of hours which are less than those prescribed for a full-time officer.

11.2 A part-time officer shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed in Table 1 – Salaries, of Part B, Monetary Rates, and one thirty-eighth of the amount as set out in Item 3 of Table 2 – Allowances, of the said Part B.

11.3 Annual leave and sick leave entitlements shall be calculated on a pro-rata basis of the average weekly ordinary hours worked over the 12 months qualifying period.

11.4 Overtime shall apply only to hours approved to be worked in excess of the ordinary full-time hours for full-time officers in that section on any one day and to all hours approved to be worked in excess of 38 hours in any one week.

11.5 Officers engaged under this clause shall be entitled to all other benefits of this award in the same proportion as their ordinary hours of work bear to full-time hours.

## **12. Casual Employment**

12.1 The parties agree that officers may be employed on a casual basis to suit the needs of the Service.

12.2 The hourly rate for a casual officer shall be calculated on the following basis:

$$\frac{\text{appropriate weekly rate}}{38} + 10\%$$

12.3 A casual officer shall in addition be paid a loading of 1/12th for all ordinary hours worked in lieu of annual leave.

12.4 A minimum payment of 3 hours shall be made for each engagement.

12.5 A casual officer shall be paid for all hours worked and consistent with the provisions of subclause 12.3 of this clause, shall not accrue an entitlement to annual leave.

12.6 Casual officers shall be entitled to pro rata payment, based on the hours worked, of the clothing allowance as set out in Item 3 of Table 2 – Allowances, of Part B, Monetary Rates.

## **13. Public Holidays**

Public holidays shall be allowed to full-time officers on full pay and to part-time officers on full pay (ie, their normal rate of pay for each day) if normally rostered on duty on such day. An employee who is required to and does work ordinary hours on a public holiday shall be paid for the time actually worked at the rate of time and one-half in addition to the officer's ordinary salary rate.

Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.

## **14. Annual Leave**

14.1 Officers shall be entitled to four weeks annual leave on full pay at the completion of each 12 months service.

14.2 In addition to the leave prescribed in subclause 14.1 of this clause, officers who work their ordinary hours on Sundays and/or public holidays are entitled to receive additional annual leave as follows:

Number of ordinary shifts worked on Sundays and/or Public holidays during the qualifying period of employment for annual leave purposes	Additional Annual Leave
4 to 10	1 day
11 to 17	2 days
18 to 24	3 days
25 to 31	4 days
32 or more	5 days

Provided that an officer may elect to be paid when proceeding on annual leave an amount equivalent to the value of the officer's additional leave entitlement in lieu of taking the additional annual leave. Such election is to be made in writing by the officer at the commencement of each leave year and is irrevocable during the currency of that year of employment.

14.3 As a general principle, annual leave will be applied for in advance and be taken in periods of a full week only. Whilst this general principle will apply, officers may in emergency circumstances apply in advance for leave of a lesser period than a week. Such applications may be approved at the discretion of the officer in charge.

14.4 Consistent with the Personnel Handbook of the NSW Public Service, the parties agree that a block of two weeks recreation leave shall be taken each year unless insufficient paid leave is available.

14.5 Where in emergency circumstances, officers are granted leave for a period of less than 1 week, 95 per cent of the actual rostered hours shall be deducted from the annual leave entitlement for each working day absent, for officers working an average of 38 hours per week over a roster period, and 7 hours for officers working 35 hours per week average over a roster period. Officers shall be credited with 100 per cent of the rostered working hours for each day of leave taken under this subclause.

### **15. Leave Generally**

15.1 Any form of leave, with the exception of annual leave taken in accordance with subclause 14.5 of clause 14, Annual Leave, taken for a full day on any day which would otherwise be a day upon which work was directed shall be counted as 1/5 of the appropriate weekly hours for the purpose of accruing hours towards the 152 hours or 140 hours of ordinary working time in any 28-day roster period prescribed within subclause 7.1 of clause 7, Overtime. Any short-fall in hours worked caused by the application of this subclause shall be made up at a mutually convenient time in either the current or the next roster period.

15.2 Days on which public holidays fall which would otherwise be a directed day of work shall be counted as 1/5 of the appropriate weekly hours prescribed within subclause 7.1 of clause 7, Hours of Work.

15.3 Where this award is silent, the provisions of the Crown Employees (Conditions of Employment) Award 1997 will apply.

### **16. Introduction of New Technology**

The parties agree to co-operate fully in the implementation and/or trialing of new technology which may become available to facilitate the work of officers.

### **17. Productivity Measures**

17.1 Nursing staff will review nursing documentation to ensure that the documentation meets current Service needs and that documentation is maintained at a satisfactory level.

17.2 Nursing staff will review nursing protocols to ensure that they are in line with current nursing practice

and appropriate to the needs of the Service.

17.3 Nursing staff will review purchasing procedures in conjunction with the Department Head to ensure a minimal degree of wastage.

### **18. Clothing Allowance**

Officers shall no longer be required to wear a uniform. In lieu of a uniform allowance, officers shall receive a clothing allowance per week as set out in Item 3 of Table 2 – Allowances, of Part B, Monetary Rates.

### **19. Disputes/Grievance Settlement Procedure**

The whole concept of a dispute settlement procedure is to resolve disputation at the level as close as possible to the source of disputation.

This procedure has been adopted to promote full and open consultation at each step of the process in an effort to promote and preserve harmonious industrial relations.

Throughout each stage parties involved should ensure that the relevant facts are clearly identified and documented. Parties should also be committed to following the procedure with as much timeliness as possible.

The resolution of or settlement of disputes and/or individual grievances of officers arising throughout the life of this award shall be dealt with in the manner prescribed hereunder:

19.1 Where a dispute/grievance arises at a particular work location discussions, including the remedy sought, shall be held as soon as possible, and in any event within two working days of such notification, between the officer concerned and the immediate supervising officer, or other appropriate officer in the case of a grievance.

19.2 Failing resolution of the issue, further discussions shall take place as soon as possible, and in any event within two working days of such failure, between the individual employee(s) and at their request the local Nurses' Association delegate or workplace representative and the supervising officer.

19.3 If the dispute is not resolved at that stage the matter is to be referred to the Industrial Relations Directorate of the Police Service, who will assume responsibility for liaising with Senior Executive Members of the Service and the New South Wales Nurses' Association and advise of the final position of the Commissioner of Police, including reasons for not implementing the remedy sought.

19.4 The matter will only be referred to the Industrial Relations Commission if:

- (a) The final decision of the Commissioner of Police does not resolve the dispute/grievance; or
- (b) The final position of the Commissioner of Police is not given within five working days from the date of referral of the matter to the Industrial Relations Directorate, or other agreed time frame.

19.5 At no stage during a dispute that specifically relates to this Award may any stoppage of work occur or any form of ban or limitation be imposed.

19.6 In cases where a dispute is premised on an issue of safety, consultation between the New South Wales Nurses' Association and the Industrial Relations Directorate should be expedited. The status quo shall remain until the matter is resolved.

### **20. Anti-Discrimination**

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

20.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these

obligations for the parties to make application to vary any provision of the award which, by its term or operation, has a direct or indirect discriminatory effect.

20.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

20.4 Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

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

- (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.”

## 21. Other Conditions of Employment

Where this award is silent, the provisions of the Crown Employees (Public Service Conditions of Employment) Award 1997 published 24 April 1998 (304 I.G. 570) and the Personnel Handbook of the NSW Public Service, will apply.

## 22. Area, Incidence and Duration

This award shall apply to Nurses employed by the Police Service of New South Wales, who are employed as at 2 June 1998 or who are subsequently employed.

This award shall operate from the beginning of the first full pay period to commence on or after 2 June 1998, and shall remain in force for a period of 2 years thereafter.

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

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

**PART B**  
**MONETARY RATES**

**Table 1 — Salaries**

Classification Structure and Wages -	
For the life of this award an officer shall be paid per week not less than the following Per week \$	
<b>Clinical Nurse Consultant –</b>	
1 <sup>st</sup> year of service and thereafter	1114.00
<b>Clinical Nurse Specialist –</b>	
1 <sup>st</sup> year of service and thereafter	906.10
<b>Registered Nurse –</b>	
First year	619.90
Second year	653.70
Third year	687.40
Fourth year	723.50
Fifth year	759.30
Sixth year	795.20
Seventh year	836.10
Eighth year	870.50

Incremental Progression - The payment of an increment is subject to the satisfactory conduct of, and the satisfactory performance of duties by, the officer, as determined by the Commissioner of Police.

**Table 2 — Allowances**

Item No.	Clause No.	Description	Amount \$
1	3	Team Leader allowance	15.15 per shift
2	7.8	On call allowance during a meal break	7.63
3	18	Clothing allowance	6.84 per week

J. P. GRAYSON *D.P.*

(1533)

**SERIAL C0199****GOMAIL NSW ENTERPRISE AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Gomail, a Division of Australian Document Exchange Limited.

(No. IRC 1569 of 2001)

Before the Honourable Mr Justice Peterson

28 March 2001

**AWARD****1. TITLE OF THE AWARD**

This agreement shall be known as the "Gomail NSW Enterprise Award".

**2. ARRANGEMENT**

1. TITLE OF THE AWARD
2. ARRANGEMENT
3. PARTIES TO THE AWARD
4. INTENTION
5. DURESS
6. INCIDENCE AND DURATION
7. WAGES AND CLASSIFICATION STRUCTURE
8. SICK LEAVE
9. PUBLIC HOLIDAYS
10. SPAN OF HOURS
11. SHIFT WORK
12. NO ROSTERED DAYS OFF
13. PAYMENT OF WAGES
14. ABSENTEEISM
15. CONDUCT LEADING TO INSTANT DISMISSAL
16. DISCIPLINARY PROCEDURE
17. DISPUTE RESOLUTION PROCEDURE
18. ANTI - DISCRIMINATION
19. NO EXTRA CLAIMS

SCHEDULE 1  
RATES OF PAY**3. PARTIES TO THE AWARD**

This award shall be binding upon:

- (i) Gomail, a division of Australian Document Exchange Pty Ltd, located at Unit 7, 154 O'Riordan Street, Mascot NSW 2020
- (ii) The Transport Workers' Union of Australia, NSW Branch

**4. INTENTION**

This award shall apply to those company employees in the occupations specified in Clause 7, Wages and Classification Structure.

## 5. DURESS

The parties to this award agree that this award has been reached through extensive consultation between management, employees and the Union, without duress by any party.

## 6. INCIDENCE AND DURATION

This award shall be read in conjunction with the Transport Industry (State) Award published 20 April 2000 (315 I.G 192), as varied. Where this award and the Transport Industry (State) Award are inconsistent, this award shall prevail. This award shall operate on and from the first pay period to commence on or after 28 March 2001 and shall remain in force thereafter for a period of three years.

## 7. WAGES AND CLASSIFICATION STRUCTURE

7.1 The rates of pay payable under this award for the classifications defined in this clause shall be in accordance with the rates as set out in Schedule 1.

### .1 Mail Sortation Officer Level 1 - Training

Employees at this level:

- Perform and are accountable for mail sortation and related tasks within the skill levels as prescribed herein, as directed, under direct supervision and work within established routines, methods and procedures.

Generic Competencies

- Apply enterprise knowledge after receiving on the job induction and training.
- Follow established work schedules, routines and methods.
- Follow prescribed OH&S, QA and other company policies and procedures.
- Work individually or in a team environment.
- Process and respond to information.
- Possess basic interpersonal and communication skills.
- Participate in improvement processes to meet company goals.

Technical Competencies

- Responsible for the quality of their own work.
- Subject to detailed direction.
- Undertake duties in a safe and responsible manner.
- Exercise discretion within their level of skill or training.
- Indicative of the tasks, which an employee at this level may perform are the following:

- Receive, sort, process and prepare for distribution, incoming/outgoing mail, by automatic or manual sort.
- Receive, sort, process and prepare accurately, all documentation.
- Basic operation of VDU/PC, or similar equipment.
- Responsible for house keeping, in own work environment.
- Use of materials handling equipment.

Qualifications

Employees at this level would not normally be required to have formal qualifications, or work experience at this level.

Promotion Criteria

The employee will only remain at this level for an initial 6-month training period, during which time their performance will be assessed by the company. The employee will automatically move to level 2

after the 6-month training period.

## **.2 Mail Sortation Officer Level 2**

Employees at this level:

- perform and are responsible and accountable for mail sortation and related tasks as allocated within the skill levels set out herein.
- work under minimum supervision within the company policies and procedures, with direction provided on the functions to be allocated.
- participate in improvement processes to meet company goals.
- complete work on a range of tasks, where guidance to approach on standard circumstances is within procedures.
- work within established routines, methods and procedures, where some direction and judgment is required in the selection of work organisation and achieving outcomes.
- are responsible for the quality of their own work and participate in improvement processes, to meet company goals.
- acknowledge on the job training may be required to assist other staff as required, at this level or lower levels by instruction or demonstration.
- exercise a greater range of skills than at Level 1.

### Generic Competencies

Follow established work schedules, routines and methods.  
 Possess more advanced interpersonal and communication skills.  
 Follow prescribed OH&S, QA and other company policies and procedures.  
 Participate in process improvement initiatives.  
 Train others in the workplace by instruction and demonstration.

### Technical Competencies

Competent keyboard skills.  
 Sound working knowledge of mail sortation duties, at this level and below.  
 Exercises discretion within the scope of this level.  
 Minimum supervision required either individually, or within a team.  
 More advanced use of VDU/PC equipment.  
 Operate all materials handling equipment.  
 Application of basic non-trades maintenance, within skill competence and training.  
 May be responsible for some limited supervision of staff within a team or work group.

### Qualifications

Employees at this level would normally be required to have relevant work experience, or appropriate/equivalent certification to the Level 2 standard.

### Promotion Criteria

An employee remains at this level until they are capable of effectively performing through on the job assessment, or appropriate certification, the tasks required of this function and obtain additional on the job multi skilling training as prescribed by the company, consistent with a level 3 position.

## **.3 Mail Sortation Officer Level 3**

Employees at this level are responsible and accountable for mail sortation and related tasks as allocated, within the skill levels set out herein.

- Work with limited supervision from management.
- Responsible for the quality of work both individually and within a team.
- Participate in improvement processes to meet company goals.

- Follow prescribed OH&S, QA and other company policies and procedures.
- May be required to train other staff by instruction and demonstration.

#### Generic Competencies

More advanced problem solving techniques.  
 Initiate and maintain continuous improvement processes.  
 Advanced interpersonal and communication skills.  
 Follow prescribed OH&S, QA and other company policies and procedures.

#### Technical Competencies

Competent VDU/PC keyboard skills.  
 Application of basic non-trades maintenance, within skill competence and training.  
 Ability to operate all materials handling equipment.  
 Supervision of mail sortation staff within an establishment.  
 Detailed knowledge of mail sortation duties for Levels 1-3.  
 Responsible for quality of work for employees under supervision.  
 Exercises broad discretion within the scope of this level.  
 Responsible for the training of staff under direct supervision by instruction and demonstration.

#### Qualifications

Completion of appropriate accreditation relevant to warehouse supervision at this level, or equivalent work experience, or a combination of relevant work experience and/or equivalent qualifications.

#### Promotion Criteria

An employee remains at this level while effectively performing the tasks required of this function, unless otherwise promoted to another equivalent position, or more advanced position, within the company.

#### 4. Mail Delivery Officer Level 1 - Training

Employees at this level:

- perform and are accountable for mail delivery and related tasks within the skill level as prescribed herein, as directed, under direct supervision and work within established routines, methods and procedures.

#### Generic Competencies

Apply enterprise knowledge after receiving on the job induction and training.  
 Follow established work schedules, routines and methods.  
 Follow prescribed OH& S, QA and other company policies and procedures.  
 Work individually or in a team environment.  
 Process and respond to information.  
 Possess basic interpersonal and communication skills.  
 Participate in improvement processes to meet company goals.

#### Technical Competencies

Responsible for the quality of their own work.  
 Subject to detailed direction.  
 Undertake duties in a safe and responsible manner.  
 Exercise discretion within their level of skill or training.  
 Indicative of the tasks, which an employee at this level may perform are the following:

- Distribute mail on foot to clients
- Responsible for house keeping, in own work environment.

- Handling and reporting of customer enquiries/complaints
- Receive, sort, process and prepare for distribution, incoming/outgoing mail, by automatic or manual sort.
- Receive, sort, process and prepare accurately, all documentation.
- Basic operation of VDU/PC, or similar equipment.
- Use of materials handling equipment.

### **Qualifications**

Employees at this level would not normally be required to have formal qualifications, or previous work experience at this level.

### **Promotion Criteria**

The employee will only remain at this level for an initial 6-month training period, during which time their performance will be assessed by the company. The employee will automatically move to level 2 after the 6-month training period.

## **.4 Mail Delivery Officer Level 2**

Employees at this level:

- perform and are responsible and accountable for all mail delivery tasks, within the skill levels set out herein.
- work under minimum supervision within the company policies and procedures, with direction provided on the functions to be allocated.
- work within established routines, methods and procedures, where some direction and judgement is required in the selection of work organisation and achieving outcomes.
- participate in improvement processes to meet company goals.
- complete work on a range of tasks, where guidance to approach on standard circumstances is within procedures.
- are responsible for the quality of their own work and participate in improvement processes to meet company goals.
- acknowledge on the job training may be required to assist other staff as required, at this level or lower levels by instruction or demonstration.
- exercise a greater range of skills and discretion than at Level 1.

### **Generic Competencies**

Follow established work schedules, routines and methods.  
Possess more advanced interpersonal and communication skills.  
Follow prescribed OH&S, QA and other company policies and procedures.  
Train others in the workplace by instruction and demonstration.  
Participate in process improvement initiatives.

### **Technical Competencies**

Sound working knowledge of mail delivery at this level and below.  
Possess sound interpersonal and communication skills.  
Exercises discretion within the scope of this level.  
Minimum supervision required either individually or within a team  
More advanced customer relation skills.  
May be responsible for some limited supervision of staff within a team or work group.  
Indicative of the tasks which an employee at this level may perform are the following:

- Mail distribution by foot to clients.
- Receive, sort, process and prepare accurately all documentation
- Responsible for housekeeping in own work environment
- Investigating customer complaints/enquiries.
- Reasonable keyboard skills and use of appropriate VDU/PC equipment at a higher level than level 1.

### Qualifications

Employees at this level would be expected to have relevant work experience, or appropriate certification to Level 2 standard.

### Promotion Criteria

Employees remain at this level, unless otherwise promoted to another equivalent position, or more advanced position, within the company.

## 33 SICK LEAVE

- A. Employees are entitled to five (5) days sick leave during their first year of employment with the Company, and eight (8) days sick leave for each subsequent year employed, paid at ordinary time.
- B. There is no qualifying period of employment before an employee becomes entitled to the sick leave specified in Clause 8.1.
- C. An employee absent under this clause for two or more consecutive days, or a single day taken immediately before or after a weekend or public holiday must provide the company with a certificate from a registered medical practitioner.

## 9. PUBLIC HOLIDAYS

Where employees are required to work on any Government gazetted public holiday, they will be paid for all time worked at the rate of time and one half, in addition to the days pay to which the employee is entitled if they had not worked.

## 10. SPAN OF HOURS

Ordinary span of hours is 5:00 am to 9:00 pm.

## 11. SHIFT WORK

- A. For shifts with a rostered finishing time outside of the ordinary span of hours (as outlined in clause 10) employees shall be paid the following extra percentages of the rates prescribed for their respective classifications:

11.1.1	For shifts with a rostered finish time after 9:00pm and on or before midnight	17.5%
11.1.2	For shifts with a rostered finish time after midnight and on or before 5:00am	30%

## 12. NO ROSTERED DAYS OFF

Employees are not entitled to rostered days off.

## 13. PAYMENT OF WAGES

Wages will be paid by electronic funds transfer to a nominated bank or building society account.

#### 14. ABSENTEEISM

An employee who is absent for five (5) consecutive shifts or more without notification or a adequate explanation may be dismissed by the company.

#### 15. CONDUCT LEADING TO INSTANT DISMISSAL

The following will constitute conduct justifying instant dismissal:

- Physically aggressive behaviour
- Making physical threats or bullying
- Abusive or insulting language designed to cause hurt or distress to another
- Sexual harassment or other discriminatory behaviour
- Sleeping on the job
- Wilful damage to company property
- Theft of company property (including intellectual property)
- Breach of company confidentiality policy, as set out in the Employee Handbook
- Refusing to abide by lawful directions of the company
- Breach of company security policy, as set out in the Employee Handbook
- Serious breach of company health and safety policy, as set out in the Employee Handbook.

#### 16. DISCIPLINARY PROCEDURE

Except for a summary dismissal, the company will invoke a disciplinary procedure where the conduct or performance of an employee's work falls short of the standard work requirements for the position.

##### **Procedure**

In circumstances where an employee's conduct or performance of work falls short of the standard work requirements for the position, the immediate supervisor shall meet with the employee concerned, as soon as possible, to point out the shortfall and develop an action plan and time frame, with the employee concerned, to remedy the shortfall.

If at the end of the agreed time frame, the employee has not remedied the shortfall under the action plan, the company shall be entitled to provide the employee with a first written warning.

##### **First Written Warning**

This written warning shall outline the reason for the written warning and stipulate that it will remain in force for a stipulated period and that if the shortfall is remedied within the three month period, to the satisfaction of the company, it will be erased. If not, it will remain in place for a further stipulated period. During the period of the first written warning, further remedial action will be attempted with the employee concerned. If the employee does not rectify the shortfall, during or within the period specified in the first written warning, the employee concerned will be provided with a second written warning.

##### **Second Written Warning**

The second written warning will outline the reason for the warning and provide the employee concerned with a further three months in which to rectify the shortfall.

The second written warning will stipulate that the employee failed to meet the requirements of the first written warning within the agreed time frame, and that a failure to rectify the shortfall within the agreed time frame set for the second written warning is likely to result in their dismissal. During the period of the second written warning, the company will further counsel the employee concerned.

If the employee does not meet the requirements of the second written warning, the company will be entitled to exercise its right to terminate the services of the employee concerned.

### 17. DISPUTE RESOLUTION PROCEDURE

The parties to this award will operate under this dispute resolution procedure and it is the intention of the parties to ensure no disruption to the Company's commercial operations.

Subject to the *Industrial Relations Act 1996* any dispute shall be dealt with in the following manner.

- (a) The representative of the Union on the job and the appropriate supervisor shall attempt to resolve the matters in issue in the first place;
- (b) In the event of failure to resolve the dispute at job level the matter shall be the subject of discussions between an organiser of the Union or other employee representative and the workplace manager;
- (c) Should the dispute still remain unresolved the Secretary of the Union or a representative will confer with senior management.

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.

All work shall continue as normal while these negotiations are taking place. Industrial action will not be utilised to disrupt the availability of labour to work in accordance with the requirements of the Company's business undertakings.

### 18. ANTI - DISCRIMINATION

- 18.1 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.
- 18.2 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.
- 18.3 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.
- 18.4 Nothing in this clause is to be taken to affect:
  - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977* or
  - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

18.5 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.

### 19. NO EXTRA CLAIMS

The parties to this Award will not make any further claims regarding any matter dealt with in this Award while it remains in operation.

#### SCHEDULE 1

#### RATES OF PAY

	First Pay Period On or After 1 April 2000 (\$ per hour)	First Pay Period On or After 1 April 2001 (\$ per hour)	First Pay Period On or After 1 April 2002 (\$ per hour)	First Pay Period On or After 1 April 2003 (\$ per hour)
Mail Sortation Officer Level 1	11.90	12.00	12.50	12.93
Mail Sortation Officer Level 2	12.20	12.50	13.10	13.70
Mail Sortation Officer Level 3	13.40	13.60	13.90	14.20
Mail Delivery Officer Level 1	11.90	12.00	12.50	12.93
Mail Delivery Officer Level 2	12.20	12.50	13.10	13.70

R. J. PETERSON J.

Printed by the authority of the Industrial Registrar.

(1341)

**SERIAL C0218****SYDNEY AQUARIUM STAFF (STATE) AWARD 1998**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 6084 of 1999)

Before The Honourable Justice Marks

9 March 2001

**REVIEWED AWARD****1. TITLE**

This Award shall be known as the Sydney Aquarium Staff (State) Award 1998.

**2. ARRANGEMENT****PART A****CONDITIONS**

Clause Title	Clause number
Annual Leave and Annual Leave Loading	16
Annualised Salary	36
Anti Discrimination	39
Arrangement	2
Averaged Payments for Shift, Saturday, Sunday and Public Holiday and Night Work	18
Classifications and Rates of Pay	8
Compassionate Leave	22
Date and Period of Operation	4
Definitions	6
Equipment and Uniforms	9
Excess Hours Worked	14
Excess Travel	10
Existing Rates of Pay	35
First Aid	30
Full-time, Part-time, Fixed Term and Casual Employees	12
General Conditions	31
Grievance and Dispute Settlement Procedure	37
Higher Duties	28
Hours of Work	13
Jury Service	23
Living Away from Home Allowance	11
Long Service Leave	24
Meal Breaks	29
Miscellaneous Statutory Provisions	32
No Extra Claims	7
Payment of Wages	27
Personal/Carer's Leave	20
Public Holidays	17
Redundancy	33
Relationship to Parent Award	5

Scope and Application	3
Sick Leave	19
State Wage Case Adjustment	38
Study and Training Leave Provisions	25
Superannuation	26
Time off in Lieu of Payment for Overtime	15
Title	1
Training Wage	34
Unpaid Leave for Family Purpose	21

## PART B

### MONETARY RATES AND ALLOWANCES

#### SCHEDULE A - LONG SERVICE LEAVE SCALE

##### 3. SCOPE AND APPLICATION

This Award shall apply to all directly employed employees engaged in the classifications detailed in Clause 8, Classifications and Rates of Pay, by the company at its operations at Sydney Aquarium, Aquarium Pier Darling Harbour or the Manly Oceanarium at West Esplanade, Manly and shall be binding upon Sydney Aquarium Ltd (the employer), The Australian Workers' Union, New South Wales, its officers and members and employees of the employer, whether they are members of the union or not.

This Award shall not apply to cleaners employed under the Cleaning and Building Services Contractors (State) Award, as varied from time to time, or Security Officers employed under the Security Industry (State) Award, as varied from time to time, within the jurisdiction of the Security and Cleaning, &c., (State) Industrial Committee.

##### 4. DATE AND PERIOD OF OPERATION

This Award shall operate from the first full pay period to commence on or after 1 January 1998 and shall remain in force for a period of 18 months.

This award has been the subject of a review under Section 19 of the *Industrial Relations Act 1996* and remains in force until varied or rescinded, the period for which it was made being already expired. The changes made to the award pursuant to section 19 of the *Industrial Relations Act 1996* are effective on and from 9 March 2001.

##### 5. EFFECT OF THE AWARD

The purpose of this Enterprise Award is to totally regulate the terms and conditions of employment of staff employed by Sydney Aquarium Ltd. who would otherwise be covered by the Theatrical Employees Recreation and Leisure Industry (State) Award and Restaurant Employees, &c., (State) Award.

##### 6. DEFINITIONS

“**Union**” shall mean the Australian Workers' Union, New South Wales.

“**Employer**” shall mean Sydney Aquarium Ltd.

“**Usual workplace/employer's place of business**” shall be Aquarium Pier Darling Harbour or Manly Oceanarium at West Esplanade, Manly as the case may be.

“**Day Shift**” means a shift commencing at approximately 8.00 am and finishing at approximately 4.00 pm.

“**Afternoon Shift**” means a shift commencing at approximately 2.00 pm and finishing at approximately 10.00 pm

“**Night Shift**” means a shift commencing at approximately 10.00 pm and ceasing at approximately 6.00 am.

"Non-Security Capacity" refers to employees:

- whose duties are not principally concerned with the safeguarding of life and property; and/or
- who are not required to possess a Security Licence under the *Security (Protection) Industry Act 1985*; and
- who are not employed by a contractor.

**7. NO EXTRA CLAIMS**

It is a term of this award that the Union undertakes not to pursue any extra claims, award or over award, of a general nature, such undertaking excludes State Wage Case decision applications, for the duration of the award.

**8. CLASSIFICATIONS AND RATES OF PAY**

8.1 Rates of Pay - The rates paid to an employee in the classifications set out hereunder, shall be as set out in Part B, Monetary Rates and Allowances, of this award.

8.2 Junior Rates - the rates of pay for junior employees are as follows, except that no cleaner will be paid these junior rates.

Percentage of appropriate adult rate

At sixteen years and under	55
At seventeen years	65
At eighteen years	75
At nineteen years	85
At twenty years	100

8.3 Aquarists

Aquarist Grade 5

Is an employee without prior experience in the operation and maintenance of a public aquarium; however, may possess some relevant experience or qualifications in a related field, e.g. in animal husbandry, zoo keepers certificate, open water diving certificate.

Aquarist Grade 4

Shall be an employee who possesses qualifications or experience in the workforce deemed relevant by the employer, e.g. animal husbandry and diving fields, and is required to operate on such skills.

Aquarist Grade 3

Shall be an employee with the skills and experience of a Grade 4, however has demonstrated a high level of skill and responsibility in more than one major area of the Aquarium's operation and works without direct supervision.

Aquarist Grade 2

Shall be an employee with the skills and experience of a Grade 3 operative and, in addition must possess supervisory and co-ordination skills and is required to operate on such skills.

## Aquarist Grade 1

Shall be an employee with the skills and experience of a Grade 2 operative, who shall be responsible for management of major operations, projects and/or the training and development of staff up to the level of Grade 2 and shall report directly to the curator.

## 8.4 Recreation and Leisure Staff

## Grade 5

Means an employee with no qualifications who performs duties of a routine nature, requiring the use of minimal judgement and supervision.

1. Ability to communicate with public in a courteous and tactful manner Exercise basic keyboard skills.
2. Indicative of some of the tasks which an employee at this grade may perform are:
  - General Attendant which includes basic clerical, office assistance, kiosk duties which involve minimal customer turnover and cash handling, taking of bookings and tickets, supervising the public at the touch pool, hiring of equipment and assists generally in the day-to-day activities of the operation.
  - Maintenance of simple records
  - Directly employed Car Park Attendant, Cloak Room Attendant or Door Attendant who is engaged in a non-security capacity as defined in Clause 6, Definitions.
  - Labouring (including preparing food for animal/fish and peripheral cleaning of their accommodation).
  - Receiving, despatching, distributing, sorting, checking, documenting, ordering and recording of goods or materials and engaged in a non-security capacity as defined in Clause 6 - Definitions. Duties peripheral and ancillary to the above as required.

Progression to Grade 4 will be dependent upon successful application and a availability of position.

## Grade 4

Means as employee undertaking structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

1. Assists with the provision of on-the job training to a limited degree.
2. Conducts individual or group activities/programs/sessions/tours under supervision, only after commencing a recognised course or undergoing accredited training.
3. Exercises intermediate keyboard skills with instructions.
4. Works from instructions or procedures.
5. Has an understanding of general office procedures.
6. General supervision and assistance to Grade 5 employees.
7. Capable of and may perform duties of Level 5.

Indicative of some of the tasks which an employee at this grade may perform:

- Programme/ticket selling and giving change.
- Switchboard Operator
- Attending to equipment and displays.
- Working as a costumed attendant.
- Animal attending and assisting in their training
- Tour guide (under supervision).
- Kiosk Attendant

Progression to Grade 3 will be dependent upon successful application and availability of position.

### Grade 3

Means an employee who has completed structured training (which may include formal Life Saving, Rescue and Resuscitation Training) recognised by the industry as relevant and appropriate to perform within the scope of this level.

- Assists in the provision of on-the job training where applicable.
- Exercises discretion within one's own level of skill and training.
- Takes responsibility for the quality of one's own work (subject to routine supervision).
- Conducts group activities/programs/sessions/tours independently.
- Exercises good keyboard skills and knowledge of office procedures equipment/systems.
- Capable of and may perform the duties of Grade 4 and 5.
- Indicative of some of the tasks which an employee at this level may perform:

Information Officer  
Public Address Announcer  
Tour Guide

Progression to Grade 2 will be dependent upon successful application and availability of position.

### Grade 2

Means an employee who is qualified in a trade or who possesses a professional qualification recognised by the industry as relevant and appropriate to the work performed, and who is competent to perform work within the scope of this level.

- Assists in the provision of on-the job training
- Exercises discretion within the scope of this level.
- Takes responsibility for ensuring the quality of their own work.
- Capable of and may perform the duties of Grades 3, 4 and 5.

### Grade 1

Means an employee, who is engaged in supervising, training and co-ordinating staff and who is responsible for the maintenance of service and operational standards;

An employee at this level would have worked or studied in a relevant field and/or have specialist

knowledge, qualifications and experience.

or

Is the holder of formal trade or technical qualifications relevant to the employer in more than one trade or technical fields, which are required by the employer to perform the job.

or

Will have achieved a level of organisation or industry specific knowledge sufficient for them to give advice and/or guidance to their organisation and/or clients in relation to specific areas of their responsibility.

#### 8.5 Cleaner

Is a directly employed employee with relevant experience in industrial cleaning, required to competently use a broad range of mechanical and chemical cleaning agents. Works under limited supervision and is responsible for the quality of their own work.

#### 8.6 Cafe Staff

##### Grade 5

Shall be an employee who requires supervision to perform basic tasks such as food preparation, cleaning or customer service.

##### Grade 4

Shall be an employee who works unsupervised and is competent in food preparation, cleaning and customer service.

##### Grade 3

Shall be an employee with skills and experience of Grade 4 and is regularly required to assist on a one-on-one basis in the training of employees of a lower grade.

##### Grade 2

Shall be an employee with the skills and experience of Grade 3. In addition, must possess supervisory skills and is required regularly to operate on such skills.

##### Grade 1

Shall be an employee with the skills and experience of Grade 2 and shall be responsible for the maintenance of service and operational standards and systems.

**NOTE:** The definitions contained in 8.3, 8.4, 8.5 and 8.6 shall have no application to a person employed in a managerial capacity that is a person who is employed primarily to control the conduct of the employer's business either in whole or in part and who in the performance of his/her duties regularly makes decisions and accepts responsibility on matters relating to the administration and conduct of the business

### 9. EQUIPMENT AND UNIFORMS

The employer shall provide free of charge to the employee all uniform and equipment prerequisites for the job including cleaning agents where appropriate. An allowance of \$4.90 per week (\$1.00 per shift for casual employees) will be paid to full time and part time employees to maintain their uniform.

### 10. EXCESS TRAVEL

The following provisions shall apply to any employee who is required by the company to attend for duty at a place in excess of a 48 kilometre radius of the employer's business.

- 10.1 The additional travelling time involved (over and above the usual travelling time between the employee's place of residence and his or her normal place of employment) shall count as time worked.
- 10.2 The employee shall be refunded by the employer the excess fares involved. If the employee uses his or her own car, an allowance per kilometre as calculated from time to time by the relevant motoring authority for the additional distance travelled (over and above the usual distance travelled between the employee's place of residence and his or her normal place of employment) shall be paid.

#### **11. LIVING AWAY FROM HOME ALLOWANCE**

When the company requires an employee to travel away from the employee's usual place of residence the provisions of this clause shall apply.

- 11.1 The company shall provide the employee with satisfactory accommodation. Wherever possible, such accommodation shall be single room accommodation.
- 11.2 The company shall pay to the employee \$30.90 per day in lieu of additional meals and incidental expenses incurred by the employee, provided that such payment may be reduced to \$8.25 per day where the company provides the employee with breakfast and dinner except in circumstances where the company pays all costs associated with board and accommodation in which case the company shall not be required to make any payment.

#### **12. FULL-TIME, PART-TIME, FIXED TERM AND CASUAL EMPLOYEES**

- 12.1 An employee shall be engaged as either a full-time, part-time, fixed term or casual employee.
- 12.2 A full-time employee is an employee who is engaged and paid as such to work an average 38 hours per week, over a 28 day period.
- 12.3 A part-time employee is one engaged and paid as such to work less than an average of thirty-eight hours per week over any 28 day period and who is not engaged and paid as a casual.
- 12.4 A part-time employee shall be engaged in writing. Such written engagement shall include the average number of hours per week that shall be worked in a 28 day period.
- 12.5 A part-time employee (except for cleaners) shall be paid an hourly rate equivalent to the weekly rate divided by thirty-eight with a minimum engagement of three consecutive hours.
- 12.6 Part-time employees shall receive the same benefits as apply to full-time employees under this award but on a pro rata basis.
- 12.7 A part-time employee can be required to work more than one engagement on any day. Provided that such engagements shall be three hours in duration and there shall be not more than three such engagements per day.
- 12.8 A fixed term employee is an employee who is employed on a full-time basis for a fixed period. An employee who is engaged on this basis shall be notified in writing of the dates on which their engagement will commence and cease. The commencing and ceasing dates may be varied by agreement.
- 12.9 A casual employee is an employee engaged and paid as such. There shall be no restriction on the number of ordinary hours a casual shall be engaged other than in subclause 12.10.
- 12.10 A casual employee shall receive a minimum payment of 3 hours for each engagement, to be worked consecutively.

- 12.11 Casual rosters may be changed by management provided that shifts are not shortened to less than the minimum's referred to above.
- 12.12 The employment of employees (excluding casuals) may be terminated by one week's notice on either side which may be given at any time or by the payment by the employer or forfeiture by the employee of a week's pay in lieu of notice. This shall not affect the right of the employer to dismiss an employee without notice in the case of an employee guilty on malingering, inefficiency, neglect of duty or misconduct.
- 12.13 Probationary Employment Provision
- Notwithstanding anything elsewhere contained in this clause, the first three (3) months of employment will be on a trial basis and may be terminated by two days' notice by either side. Provided that if the requisite notice is not given during this period the payment or forfeiture of two days' wages will be applied.
- 12.14 Full time, part time and casual employees may be separately engaged as casual employees for duties in a separate section of the Aquarium from that in which the employee engages in their employment. Such employees shall be paid the appropriate rate of pay for a casual employee engaged in that section of the Aquarium. For the purposes of this subclause a "section of the Aquarium" shall mean a discrete work location other than the employee's usual work location, or alternatively, may mean a discrete set of duties other than the employee's usual duties, provided such duties are not wholly or substantially performed in the employee's usual work location, and shall not apply to work where overtime would ordinarily be performed.

### 13. HOURS OF WORK

- 13.1 The ordinary hours of work, for full time and part time employees, exclusive of meal times shall not exceed an average of 38 hours per week, over 28 calendar days.
- The ordinary hours of work may be extended to a maximum of 12 hours per day provided that management gives the employee involved seven clear days notice of the extension of ordinary hours or upon agreement between the management and employee.
- The ordinary hours of work may be worked between midnight to midnight, Monday to Sunday.
- Provided that the maximum ordinary hours worked over 7 days shall be 48 or 56 in the case of Cleaners and Aquarists.
- 13.2 The employer shall arrange the working of the thirty eight hour week in one of the following ways:
- (a) by employees working less than eight hours per day but not less than 3 hours; or
  - (b) by working up to twelve hours on one or more days in the week.
- 13.3 Except as otherwise provided, full time and part time employees shall have an average of two days off in each week of employment in a 28 day period. Such two days shall be consecutive if it is reasonably possible to arrange rosters accordingly.
- 13.4 Notwithstanding the provision of subclause 13.2 (a) and (b) the employer and employee may agree to change the rostered time of ordinary hours by one week's notice or the consent of the employee at any time.

- 13.5 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.

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.

#### 14. EXCESS HOURS WORKED

- 14.1 All time worked in excess of an average thirty-eight hours over a 28 day period, or in excess of twelve (12) hours in one day or in excess of forty eight (48) (or 56 in the case of Cleaners and Aquarists) in 7 days shall be paid as overtime or given as time off in lieu.
- 14.2 All excess hours must be authorised by the appropriate supervisor in each section, prior to any overtime being worked.
- 14.3 Overtime shall be paid at the rate of time and one half for the first two hours and double time thereafter. Each day of overtime shall stand alone.
- 14.4 An employee (other than a casual employee) who works so many excess hours between the termination of work one day and the commencement of ordinary work on the next day, that the employee has not had at least ten (10) consecutive hours off duty between those times, shall be released after the completion of such overtime until ten (10) consecutive hours has been allowed without loss of pay for ordinary working time occurring during such absence.
- 14.5 For the purpose of this clause "excess hours" means "overtime".

#### 15. TIME OFF IN LIEU OF PAYMENT FOR OVERTIME

- 15.1 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.
- 15.2 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.
- 15.3 If, having elected to take time as leave in accordance with subclause 15.1, 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.
- 15.4 Where no election is made in accordance with the said subclause 15.1, the employee shall be paid overtime rates in accordance with the award.
- 15.5 The maximum number of hours to be accrued at any time shall be 38.

#### 16. ANNUAL LEAVE AND ANNUAL LEAVE LOADING

Subject to the provisions of the *Annual Holidays Act* 1944 the following arrangement shall apply:

- 16.1 A period of four weeks leave of absence on full pay shall be allowed by the employer to each employee, other than casual employees, exclusive of public holidays, once after each completed year of service (less the period of annual leave) in respect of annual leave taken on or after 1 January 1998.
- 16.2 In addition to the leave provided by subclause 16.1 of this clause, Aquarists shall be allowed one weeks leave.
- 16.3 Provided that where an employee (other than Aquarists and Cleaners) works six hours or more on

Saturdays and/or Sundays as part of their ordinary hours of work, they shall be allowed additional leave in the following proportions:

<b>Number of days worked</b>	<b>Additional leave</b>
Not less than 6 days or more than 8 days	1 working day
Not less than 9 days or more than 11 days	2 working days
Not less than 12 days or more than 14 days	3 working days
Not less than 15 days or more than 17 days	4 working days
18 days or more	5 working days

- 16.4 Employees shall be given at least one month's notice of the date of the commencement of their leave unless otherwise mutually arranged between the employer and employee.
- 16.5 An employee once sent on leave shall not be recalled for duty without his consent. If they should be so recalled all leave granted shall be forfeited to the employee.
- 16.6 If the employer finds it necessary to cancel or alter the date of recreation leave for any employee, the time of which has been notified to an employee, and such employee can show that, through such cancellation or alteration, they have actually lost payments reasonably made by them and in respect of which he has retained no benefit, the employer shall reimburse him for such loss.
- 16.7 An employee can take annual leave which has not yet accrued in advance if the employer agrees to this.

Where the employment of an employee ends, the employee must pay the employer an amount equal to any leave taken in advance but not earned. The employer can deduct the excess payment from any remuneration payable to the employee upon termination.

- 16.8 Each employee before going on any period of annual leave shall for each week of such leave be paid an "annual leave loading" at the rate of 17 1/2% of the ordinary weekly rate of pay prescribed herein for such employee.
- 16.9 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.
- 16.10 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.

## **17. PUBLIC HOLIDAYS**

- 17.1 Employees, other than casual employees shall be entitled to the following public holidays without loss of pay: New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Birthday of the Sovereign, Christmas Day, Boxing Day, and any other day or days gazetted as public holidays shall be public holidays for the purposes of this clause.

Provided that the abovementioned holidays may be substituted for another day off, by agreement between the employer and the employee(s), to be taken within one month of the said holiday or adjacent to a period of annual leave. Where such day is substituted, the Public Holiday will be worked as a normal day and paid at ordinary time rates of pay.

- 17.2 Where an employee is absent from employment on the working day (or part thereof) before, or the working day (or part thereof) after a public holiday (or group of public holidays) without reasonable cause, onus of proof of which will lie with the employee, the employee shall not be entitled to payment for the holiday(s) succeeding or preceding the absence.
- 17.3 For all work performed on a public holiday an employee, other than a casual employee, shall be paid at double time and a half.

### 18. AVERAGED PAYMENTS FOR SHIFT, SATURDAY, SUNDAY AND PUBLIC HOLIDAY AND NIGHT WORK

- 18.1 Casual employees (except cleaners) shall receive an hourly rate determined by dividing the appropriate ordinary full-time rate by 38, with a loading of 30%, as compensation for all incidents of paid leave (including the 1/12th component payable under the *Annual Holidays Act 1944*) normally provided by this award to a full time or part-time employee, plus a component for averaged penalties relating to shift, Saturday, Sunday, Public Holiday and Night Work.
- 18.2 The rates of pay for full time employees are set out in Part B - Monetary Rates. Except for cleaners, these rates include a component for average penalties relating to shift, Saturday, Sunday and Night Work.

Work on Public Holidays shall be paid in accordance with Clause 17 - Public Holidays.

### 19. SICK LEAVE

A full time employee with not less than three months' continuous service with the employer who, by reason of personal ill-health, is unable to attend for duty shall be entitled to ordinary rates of pay for the actual time of such non-attendance, subject to the following conditions and limitations:

- 19.1 The employees shall not be entitled to paid leave of absence for a period in respect of which the employee is entitled to compensation under the *Workers' Compensation Act 1987* and the *Workplace Injury Management and Workers' Compensation Act 1998*.
- 19.2 The employee wherever possible shall, prior to the commencement of such absence, inform the employer of the employee's inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of absence.
- 19.3 The employee shall provide, to the satisfaction of the employer, by the production of a medical certificate or such other evidence as may be acceptable to the employer, that he/she was unable, on account of illness or injury, to attend for duty on the day or days for which sick leave is claimed.
- 19.4 An employee shall be entitled to be paid sick leave according to the following scale:
- (a) During the first year of service -38 hours
  - (b) During the second year of service - 60.8 hours

Provided that the sick leave entitlement under this clause may be accumulated, subject to continuous employment, for a maximum of 220.4 hours in addition to the current year's entitlement.

- 19.5 For absences adjacent to public holidays, refer to subclause 17.2 of clause 17 Public Holidays.

### 20. PERSONAL/CARERS LEAVE

- 20.1 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 employees shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the employee being responsible for the care and support 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), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
    - (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
    - (E) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
      - "relative" means a person related by blood, marriage or affinity;
      - "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
      - "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

## 21. UNPAID LEAVE FOR FAMILY PURPOSE

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subparagraph (ii) of paragraph(c) of subclause 20.1 of Clause 20 Personal/Carers Leave.

## 22. COMPASSIONATE LEAVE

- (i) An employee, other than a casual employee, shall be entitled to up to two days compassionate leave without deduction of pay, on each occasion of the death of a person within Australia as prescribed in subclause (iii) of this clause. Where the death of a person as prescribed by the said subclause (iii) occurs outside Australia, the employee shall be entitled to three days compassionate leave where the employee travels outside Australia to attend the funeral. Provided that any unpaid leave of absence authorised by the employer, taken in conjunction with such leave, shall not affect the employee's continuity of service.

32. The employee must notify the employer as soon as practicable of the intention to take compassionate leave and will provide to the satisfaction of the employer proof of death.

33. Compassionate leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (ii) of paragraph © of subclause 20.1 of clause 20 - Personal/Carer's Leave, provided that, for the purpose of compassionate

leave, the employee need not have been responsible for the care of the person concerned.

32. An employee shall not be entitled to compassionate leave under this clause during any period in respect of which the employee has been granted other leave.

32. Compassionate leave may be taken in conjunction with other leave available under clause 20.1 of the said clause 20, clause 21 - Unpaid Leave for Family Purposes, subclause 13.6 of clause 13 - Hours, subclause 16.9 of clause 16 - Annual Leave, and clause 15, Time Off in Lieu of Payment for Overtime. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

### 32. JURY SERVICE

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

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

### 32. LONG SERVICE LEAVE

32.1 Except for circumstances outlined in subclause 24.2, the provisions of the *Long Service Leave Act 1955*, as amended, shall apply to employees covered by this award.

32.1 Notwithstanding the provisions of 24.1, an employee who completes ten years of continuous service shall be entitled to the taking of 13 weeks Long Service Leave, without loss of pay.

Further, an employee who, subsequent to the coming into operation of this award shall accrue Long Service Leave based on one additional week's pay for each completed year in excess of 10 years completed service, over and above that prescribed by subclause 24.2.

32.1 The scale of an employee's entitlement under this clause shall be that contained in Schedule A.

### 32. STUDY AND TRAINING LEAVE PROVISIONS

Employees are entitled to leave with pay to attend any approved training course or for the purpose of undertaking studies in relation to an approved course. The taking of leave is subject to the prior agreement of management.

### 32. SUPERANNUATION

Superannuation Legislation

The subject of superannuation is dealt with extensively by federal 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.

### 32. PAYMENT OF WAGES

32.1 On a fixed day each week or fortnight wages shall be paid by:

32. cheque; or
33. electronic funds transfer (E.F.T.)

at the election of the employer.

32.1 Written details of all payments and deductions from wages shall be supplied to employees.

### 32. HIGHER DUTIES

An employee transferred to work in a classification that provides for a rate of pay higher than the employee's own ordinary rate shall be paid at such higher rate during the period of transfer, such payment to continue for a minimum period of one hour.

### 32. MEAL BREAKS

32.1 An employee who is engaged to work in excess of 5 hours shall be given an unpaid meal break of between twenty minutes and thirty minutes. This meal break shall be given after working not more than 5 hours. An employee shall be given a second unpaid meal break of between twenty and thirty minutes after the completion of a further 5 hours.

32.1 Notwithstanding subclause 29.1 above, the employer and employee may mutually agree to change the time of the meal break.

### 32. FIRST AID

32.1 An employee appointed by the employer to perform first-aid duties and who holds a first-aid certificate shall be paid an additional amount per week as set out in Part B, Monetary Rates and Allowances or a pro-rata amount per engagement for part-time and casual employees.

This allowance shall not be regarded for calculating other payments arising from this award.

32.1 First-aid Kits - See *Occupational Health and Safety Act 1983* (First-aid Regulation).

### 32. GENERAL CONDITIONS

32.1 A sufficient supply of boiling or purified water shall be provided at meal hours for all employees.

32.1 A lunch room, which may be an area separated by a partition (mobile or otherwise) from the public and is separated from any dressing room, shall be provided by the employer.

32.1 A lockable cabinet, cupboard, drawer or locker where employee's valuables may be stored shall be provided by the employer.

32.1 Access to suitable lavatory facilities in close proximity shall be provided by the employer.

32.1 If necessary, an employee working outdoors shall be supplied with wet weather gear, footwear and adequate reflective clothing.

### 32. MISCELLANEOUS STATUTORY PROVISIONS

32.1 Parental Leave - See *Industrial Relations Act 1996* (Chapter 2, Part 4, Division 1)

32.2 Particulars of wages to be supplied to employee - See *Industrial Relations Act 1996* (Section 123)

32.3 Time and pay sheets to be kept - See *Industrial Relations Act 1996* (Section 129)

### 33. REDUNDANCY

Where appropriate, the provisions of the New South Wales Theatrical Employee Redundancy (State) Award shall apply to employees covered by this award.

### 34. TRAINING WAGE

Where appropriate, the provisions of the Theatrical Employees (Training Wage) (State) Award shall apply to employees covered by this award.

### 35. EXISTING RATES OF PAY

An employee who, on the date of coming into force of this award, is receiving a higher rate of pay than the minimum fixed by this Award shall not have such rate of pay reduced as a consequence of the coming into operation of this Award.

### 36. ANNUALISED SALARY

Except as to the provisions of subclause 17.1, of Clause 17 -Public Holidays, Clause 19-Sick Leave, Clause 20 -Personal/Carers Leave, Clause 16 -Annual Leave and Annual Leave Loading, Clause 22 -Compassionate Leave, Clause 23 -Jury Service, Clause 24 - Long Service Leave, Clause 32 -Miscellaneous Statutory Provisions and Clause 26 -Superannuation, this award shall not apply to full time or part time employees who are in receipt of a weekly wage in excess of the rate prescribed for an Aquarist Grade 1.

This provision shall not be taken to affect any right to make other salary arrangements.

### 37. GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURE

Subject to the *Industrial Relations Act* 1996 (NSW) grievances or disputes shall be dealt with in the following manner.

- 37.1 The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, requesting a meeting with the employer for bilateral discussions and state the remedy sought. This meeting shall take place within two working days of the issue arising (weekends and holidays excepted).
- 37.2 If agreement is not reached, the matter shall then be referred by to a higher authority (where this exists) not later than three working days (a) above (weekends and holidays excepted). At the conclusion of the discussion, the employer must provide a response to the employee's grievance if the matter has not been resolved, including reasons (in writing or otherwise) for not implementing any proposed remedy.
- 37.3 If the matter is still not settled within a reasonable period of time, it may be referred/notified to the Industrial Relations Commission for settlement by either party.
- 37.4 Whilst a procedure is being followed, normal work must continue.
- 37.5 The employer may be represented by an industrial organisation of employers and the employee(s) may be represented by the Union for the purposes of each step of the procedure.

### 38. STATE WAGE CASE ADJUSTMENT

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

### 39. ANTI-DISCRIMINATION

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

## NOTES

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

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

**PART B****MONETARY RATES AND ALLOWANCES**

1. Aquarists — The following weekly rates of pay shall be the minimum rates of pay for a 38-hour week for Aquarists as defined in clause 8, Classifications and Rates of Pay:

Classification	Weekly Rate
Aquarist Grade 5	410.60
Aquarist Grade 4	469.20*
Aquarist Grade 3	527.75*
Aquarist Grade 2	584.30*
Aquarist Grade 1	678.27*

2. Recreation and Leisure Staff - The following weekly rates of pay shall be the minimum rate of pay for a 38-hour week for recreation and leisure staff as defined in the said clause 8:

Classification	Weekly Rate
Grade 5	400.40
Grade 4	417.10
Grade 3	439.60
Grade 2	492.20
Grade 1	555.40

3. Cleaning Staff - The following rates of pay shall be the minimum hourly rate of pay for cleaners as defined in clause 8. These rates include a component to compensate employees for cleaning toilets. The rates for casual employees are also inclusive of a casual loading and the 1/12 component payable under the *Annual Holidays Act 1944*.

Classification	Hourly Rate			
	Weekday \$	Saturday \$	Sunday \$	Public Holiday \$
Cleaner (shift)				
Full Time -				
Day Shift	11.11	16.66	22.22	27.78
Afternoon Shift	12.77	16.66	22.22	27.78
Night Shift	14.44	16.66	22.22	27.78
Casual -				
Day Shift	13.77	20.66	27.55	31.95
Afternoon Shift	15.84	20.66	27.55	31.95
Night Shift	17.90	20.66	27.55	31.95

Leading Hand Allowance - A cleaner placed in charge of other cleaners shall be paid the following rates in addition to the relevant hourly rate of pay set out above:

	Per Week (38 Hours) \$	Per Hour \$
1-5 Employees	19.20	0.51
6-10 Employees	21.80	0.57

4. Café Staff - The following weekly rates of pay shall be the minimum rate of pay for a 38-hour week for café staff as defined in clause 8:

Classification	Weekly Rate \$
Grade 5	407.30
Grade 4	424.30
Grade 3	449.90
Grade 2	468.60
Grade 1	541.60

5. First-aid Allowance - \$9.73 per week.

**N.B.** - The weekly rates contained herein have a \$10.00 per week component to fully compensate employees in regard to all aspects of air-assisted diving associated with these functions.

**LONG SERVICE LEAVE CALCULATOR**

**WHERE QUALIFYING SERVICE COMMENCED BEFORE 1st APRIL 1963 SCHEDULE A**

To find the period of leave, proceed as follows:

1. Ascertain the total period of qualifying service.
  2. Calculate the length of service in years and months as at 1st April 1963. Apply this figure to Table 1, establishing a part entitlement to leave as at 1st April 1963, in weeks.
  3. Apply the residual length of service in years and months after 1st April 1963 to Table 2A to obtain a further entitlement in weeks.
  4. The total entitlement to long service leave, in weeks, is obtained by adding the two amounts obtained from Tables 1 and 2A.
- \* Payment due after 5 years' service as an adult when employment terminated by employer for reasons other than serious and wilful misconduct or by the employee in special circumstances.
- \*\* After 15 years, only completed years count and the qualifying service ends at the end of the last completed year.

**TABLE 1 - WEEKS OF LONG SERVICE LEAVE**

Years of Service	MONTHS OF SERVICE											
	0	1	2	3	4	5	6	7	8	9	10	11
1	0.65											
2	1.30											
3	1.95											
4	2.60											
5	3.25	3.30	3.36	3.41	3.47	3.52	3.58	3.63	3.68	3.74	3.79	3.85*
6	3.90	3.95	4.01	4.06	4.12	4.17	4.23	4.28	4.33	4.39	4.44	4.50
7	4.55	4.60	4.66	4.71	4.77	4.82	4.88	4.93	4.98	5.04	5.09	5.15
8	5.20	5.25	5.31	5.36	5.42	5.47	5.53	5.58	5.63	5.69	5.74	5.80
9	5.85	5.90	5.96	6.01	6.07	6.12	6.18	6.23	6.28	6.34	6.39	6.45
10	6.50	6.55	6.61	6.66	6.72	6.77	6.83	6.88	6.98	6.99	7.04	7.10
11	7.15	7.20	7.26	7.31	7.37	7.42	7.48	7.53	7.58	7.64	7.69	7.75
12	7.80	7.85	7.91	7.96	8.02	8.07	8.13	8.18	8.23	8.29	8.34	8.40
13	8.45	8.50	8.56	8.61	8.67	8.72	8.78	8.83	8.88	8.94	8.99	9.05
14	9.10	9.15	9.21	9.26	9.32	9.37	9.43	9.48	9.53	9.59	9.64	9.70
15	9.75**											
16	10.40**											
17	11.05**											
18	11.70**											
19	12.35**											
20	13.00**											

**TABLE 2A - WHERE QUALIFYING SERVICE COMMENCED AFTER 1 APRIL 1963**

MONTHS OF SERVICE												
Years of Service	0	1	2	3	4	5	6	7	8	9	10	11
0	-	0.07	0.14	0.22	0.29	0.36	0.43	0.51	0.58	0.65	0.72	0.79
1	0.87	0.94	1.01	1.08	1.16	1.23	1.30	1.37	1.44	1.52	1.59	1.66
2	1.73	1.81	1.88	1.95	2.02	2.09	2.17	2.24	2.31	2.38	2.46	2.53
3	2.60	2.67	2.74	2.82	2.89	2.96	3.03	3.11	3.18	3.25	3.32	3.39
4	3.47	3.54	3.61	3.68	3.76	3.83	3.90	3.97	4.04	4.12	4.19	4.26
5	4.33	4.41	4.48	4.55	4.62	4.69	4.77	4.84	4.91	4.98	5.06	5.13
6	5.20	5.27	5.34	5.42	5.49	5.56	5.63	5.71	5.78	5.85	5.92	5.99
7	6.07	6.14	6.21	6.28	6.36	6.43	6.50	6.57	6.64	6.72	6.79	6.86
8	6.93	7.01	7.08	7.15	7.22	7.29	7.37	7.44	7.51	7.58	7.66	7.73
9	7.80	7.87	7.94	8.02	8.09	8.16	8.23	8.31	8.38	8.45	8.52	8.59
10	8.67	-	-	-	-	-	-	-	-	-	-	-

NOTE:

1. No Long Service Leave accrues for less than five years' service as an adult.
2. In ascertaining the 'qualifying service' only completed years' count after 10 years' service.
3. This calculator is expressed in weeks and decimals of a week.

**TABLE 2B**

COMPLETED DAYS OF SERVICE							
Completed weeks of Service	0	1	2	3	4	5	6
0	-	.0024	.0047	.0071	.0095	.0119	0.142
1	.0167	.0190	.0214	.0237	.0261	.0285	.0309
2	.0332	.0356	.0380	.0404	.0427	.0451	.0475
3	.0499	.0522	.0546	.0570	.0594	.0617	.0641
4	.0665	.0689	.0712	.0736	-	-	-

NOTE: Where an employee is entitled to pro-rata long service leave (i.e. for service of less than 10 years) the pro-rata calculation must be made for all service up to and including the last day of employment. In these circumstances the entitlement will be the sum of weeks from both Tables 2 A and 2B.

F. MARKS, J.

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(1043)

**SERIAL C0447**

## **AUSTRALIAN JOCKEY CLUB - ELECTRICAL AND PLUMBING ENTERPRISE AWARD 2000**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Electrical Trades Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 723 of 2001)

Before Commissioner Tabbaa

1 March 2001

### **AWARD**

#### **PART A**

##### **1. TITLE**

This Award shall be referred to as the Australian Jockey Club - Electrical and Plumbing Enterprise Award 2000.

##### **2. ARRANGEMENT**

The Award is arranged as follows.

#### PART A

1. Title
2. Arrangement
3. Statement of Intent
4. Application and Scope of Award
5. Parties Bound
6. Single Bargaining Unit
7. No Reductions in Standards
8. Rates of Pay
9. Rostered Day Off - Banking
10. Public Holiday Work
11. Skills, Utilisation, Training and Development
12. Hours of Work
13. Occupational, Health and Safety
14. Industrial Grievance Procedure
15. No Extra Claims
16. Negotiating the next Award
17. Job Descriptions
18. Redundancy
19. Part-time employment
20. Anti-Discrimination
21. Area, Incidence and Duration

#### PART B

##### MONETARY RATES

- Table 1 — Weekly Aggregate Wage for Plumbers  
 Table 2 — Additional Allowances for Plumbers  
 Table 3 — Weekly Aggregate Wage for Electricians  
 Table 4 — Additional Allowances for Electricians

### 3. STATEMENT OF INTENT

- (i) This Award has been designed to facilitate the smooth establishment and ongoing organisational development of the Australian Jockey Club ("AJC") at Royal Randwick and Warwick Farm Racecourses.
- (ii) The parties are committed to:
- (a) Efficiencies and productivity being constantly reviewed and improved and thereby allowing the AJC to compete against other racing, gaming and wagering organisations on a cost-effective basis.
  - (b) The creation and maintenance of a harmonious employee relations environment which is typified by consultation and participation which supports the AJC's vision.
  - (c) The provision of a framework within which the AJC can generate interesting and fulfilling work and develop systems which allow employees to reach their full potential while simultaneously maximising the efficiency and productivity of the AJC.
  - (d) The creation of a co-operative working environment, where quality and pride of working for the AJC are fostered and that any issues of demarcation are eliminated.

### 4. APPLICATION AND SCOPE OF THE AWARD

- (i) This Award shall apply to the employees of the AJC at Royal Randwick and Warwick Farm Racecourses whose terms and conditions are covered by the following:
- Electricians, &c. (State) Award;  
Building Employees Mixed Enterprise (State) Award insofar as it applies to members of The New South Wales Plumbers and Gasfitters Employees' Union.
- (ii) This Award shall be read and interpreted wholly in conjunction with the relevant Award(s), relating to a group or individual, nominated in Clause 4(i), above, in so far as those provisions relate to the parties referred to in Clause 5 - Parties Bound - of this Award. Where any inconsistencies between this Award and the relevant awards occur, this Award shall prevail.

### 5. PARTIES BOUND

The parties to this Award are:

- (i) The Australian Jockey Club; and
- (ii) Electrical Trades Union of Australia, New South Wales Branch; and
- (iii) The New South Wales Plumbers and Gasfitters Employees' Union.

### 6. SINGLE BARGAINING UNIT

For the purpose of negotiating the agreement a single bargaining unit was established. The Award was arrived at by the unions, nominated as party to the Award, working cooperatively within the single bargaining unit.

### 7. NO REDUCTIONS IN STANDARDS

This Award shall not operate so as to cause a current employee as at the date of operation of this Award to suffer a reduction in ordinary time earnings or standards relating to conditions of employment provided by any award or over award arrangements in operation.

## 8. RATES OF PAY

(i) The rates of pay for employees covered under this Award are set out in Table 1, Table 2, Table 3 and Table 4 of Part B of this Award.

(ii) Employees whose terms and conditions of employment are covered by the Building Employees Mixed Enterprise (State) Award insofar as it applies to members of The New South Wales Plumbers and Gasfitters' Employees Union shall be paid the weekly wage as set out in Table 1 of Part B of this Award.

(iii) The weekly wage set out in Table 1 of Part B of this Award includes compensation for:

- ordinary hours
- over-award payments
- industry allowance
- license allowance
- electronic funds transfer
- tool allowance.

(iv) Employees whose terms and conditions of employment are covered by the Building Employees Mixed Enterprise (State) Award insofar as it applies to members of The New South Wales Plumbers and Gasfitters' Employees' Union shall and where appropriate, in addition to the weekly wage set out in Table 1 of Part B, be paid a first aid allowance and clothing allowance as set out in Table 2 of Part B of this Award.

(v) Employees whose terms and conditions of employment are covered by the Electricians, &c. (State) Award shall be paid the weekly wage as set out in Table 3 of Part B of this Award.

(vi) The weekly wage set out in Table 3 of Part B of this Award includes compensation for:

- ordinary hours
- over-award payments
- industry allowance
- license allowance
- tool allowance
- electronic funds transfer
- plant operators allowance.

Employees whose terms and conditions of employment are covered by the Electricians, &c. (State) Award shall, and where appropriate, in addition to the weekly wage set out in Table 3 of Part B, be paid a first aid allowance and clothing allowance as set out in Table 4 of Part B of this Award.

An employee may elect to sacrifice part of the employees salary to be an additional superannuation contribution above the rate prescribed by the *Superannuation Guarantee Charge Act 1992*.

(ix) Where salary sacrifice contributions are to be made on behalf of an employee to the AJC Superannuation Plan, the wage rates prescribed by Table 1 of Part B shall (in respect of such an employee) include a component being the salary sacrifice contribution. That is, that part of the wage rate representing the salary sacrifice contribution chosen by the employee, shall be paid as a contribution by the employer direct to the AJC Superannuation Plan. As a consequence, the employees taxable salary shall equal the relevant wage rate less the salary sacrifice contribution (if any). For all other purposes the relevant wage rate applicable to this award shall apply.

(x) Wages may be paid by electronic funds transfer unless otherwise agreed by the AJC. Provided that by agreement between the employer and the majority of employees covered by this award, wages may be paid fortnightly. Provided further that from July 2002 the AJC may elect to pay fortnightly by giving one months notice.

## 9. ROSTERED DAY OFF - BANKING

No more than five days are to be banked as determined by the relevant Manager. These days will be taken at times of mutual agreement. If a dispute arises on the taking of the leave then the dispute procedure is to be followed.

#### 10. PUBLIC HOLIDAY WORK

Existing employees currently receiving a day in lieu for any work performed on a public holiday as prescribed by the Award may if agreed, as an alternative, be paid at the rate of double time and a half in addition to the ordinary rate, instead of receiving such day in lieu. This provision shall operate so as to not disadvantage existing employees covered by this agreement.

#### 11. SKILLS, UTILISATION, TRAINING AND DEVELOPMENT

##### A. Skills

- (i) Training and development shall be subject to the AJC's skill requirements. It is the aim of the parties to this Award that all employees shall be provided with opportunities for training and development, encouraging the formation of a flexible, highly skilled and committed workforce, enjoying maximum job satisfaction.
- (ii) Employees will move between tasks and functions within their appointed classifications and skills and competency levels in order to apply and develop their skills to meet AJC objectives. In moving employees between tasks and functions and in regrouping tasks and functions the AJC will consult with the employees and consider:
  - (a) the career path and development needs of individuals;
  - (b) the efficient organisation of work;
  - (c) any personal and geographic considerations.
- (iii) The process described in sub-clause (ii) above shall not include those functions or tasks where the safety of an employee learning "on the job" cannot be guaranteed by the AJC or where an essential requirement of a formal qualification limits the process.
- (iv) Processes will be adopted to facilitate the skills enhancement and career development opportunities of employees whilst promoting aims and objectives of the AJC.
- (v) The provision of training shall be undertaken in line with the AJC's EEO policy and procedures.

##### B. Training

- (i) The parties confirm a commitment to training and skill development for employees in accordance with the needs of the AJC. Training may be conducted on the recommendation of a supervisor to the Chief Executive or his delegate.
- (ii) The types of training needs which shall be met include:
  - (a) training required. to increase the level of competency of the employees;
  - (b) training required through the creation of new tasks, restructuring of existing tasks and/or multi-skilling;
  - (c) training required to assist employees to pursue, where possible, their preferred career paths and to

## 12. HOURS OF WORK

The parties are fully committed to explore the hours of work provision for all employees covered by this Award.

The parties recognise that the AJC operates in the context of its normal operations, over Monday - Friday but also quite regularly on Saturday as a result of race meetings.

The parties recognise that in order to provide for an internationally competitive racing industry, the parties will need to explore a full range of options in relation to working hours. To this extent the SBU agrees to negotiate and to introduce suitable flexible working arrangements provided such arrangements are agreed between the AJC, the workers affected and their Union or Unions.

These discussions may include, but are not necessarily limited to issues such as annualised salaries, ten hour shifts, payments provisions for regular Saturday and Sunday work with the inclusion of weekend work within the context of normal working hours.

(i) Spread of Hours/Staggered Work Hours

The spread of ordinary hours shall be 7.00am to 6.00pm with a limit of 8 hours at ordinary time to be worked on any one day. A week's notice shall be given to change an employee's rostered hours, or a lesser period where such change is by mutual agreement with an individual employee. Such change shall be a minimum of 14 days in duration. The AJC undertakes to consider personal or geographic circumstances of individual employees in introducing any change of roster.

## 13. OCCUPATIONAL HEALTH AND SAFETY

(i) The AJC prides itself on quality occupational health and safety standards. It is recognised that the benefits to be gained from effective health and safety programs are significant both in human and economic terms.

(ii) The AJC is responsible for taking all reasonable and practical action to achieve and maintain a performance level which safeguards the health and safety of all employees in accordance with the *Occupational Health and Safety Act 1983*.

(iii) All employees are to be involved in safety matters and hence, to contribute to the reduction of hazards. Employees are to:

- (a) identify and reduce the risk associated with all types of work-related events that may, produce injury or illness; or
- (b) identify, measure and control to safe levels any physical agents in the workplace capable of causing ill health; and
- (c) promote the good health and welfare of employees;
- (d) report any perceived hazard to the immediate supervisor;
- (e) report any work related injury, no matter how minor to their supervisor;
- (f) wear any safety clothing, footwear, equipment issued and specified for the job.

(iv) The AJCs management is committed to the continuous monitoring and upgrading of its occupational health and safety policy to ensure the highest standards are met. The AJC shall where appropriate:

- (a) provide information, instructions and training of employees to increase personal understanding of safe work practices, workplace hazards and principles of hazard control; and

- (b) maintain a close relationship with employees and regulatory authorities in the development of standards and future strategies.
- (v) The occupational health and safety committee shall be convened subject to the provisions of the regulations of the *Occupational Health and Safety Act 1983* and shall meet at intervals not less frequent than specified in the regulations.

#### 14. INDUSTRIAL GRIEVANCE PROCEDURE

- (a) The aim of this procedure is to ensure that, during the term of this Award, industrial grievances or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace. At any time during the procedure an employee may elect to be represented by an official of their union. During the life of the agreement there shall be no disruption to or cessation of normal work other than in relation to bona fide safety issues.
- (b) Where a dispute or grievance arises, or is considered likely to occur the steps below are to be followed. In order to permit the peaceful resolution of grievances, the status quo shall remain and work shall continue as normal while the industrial grievance procedure is being followed, (status quo shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute).
- (c) Work arrangements and conditions before a dispute arising shall remain whilst the dispute procedure is being followed by the employer, employees and their union representatives.
- (d) Providing the conditions of (c) apply no strikes, bans or work limitations shall occur.
- (e) Where a dispute or a grievance arises or is considered likely to occur, the following steps are to be followed:

##### Step 1.

The matter is discussed between the employee(s) and the immediate supervisor involved. If the matter remains unresolved only then, follow Step 2.

##### Step 2.

The matter is discussed between the employee, the employees' representative if the employee so wishes and the supervisor involved. If the matter remains unresolved, only then, follow Step 3.

##### Step 3.

The matter is discussed between the employee, the employee's representative if the employee so wishes, the supervisor and the departmental manager. If the matter remains unresolved only then, follow Step 4.

##### Step 4.

The matter is discussed between the departmental manager, the human resources manager and the employee's representative and/or union official if the employee so wishes. If the matter remains unresolved only then, follow Step 5.

##### Step 5.

The matter is discussed between senior representatives of the AJC and the relevant union if the employee is represented by a union. The parties agree to exhaust the processes of conciliation before considering Step 6. It is also agreed that the parties will not deliberately frustrate or delay these procedures.

Step 6.

The matter may be referred by either party to the Industrial Relations Commission of New South Wales in order for the Commission to exercise its functions under the *Industrial Relations Act 1996*. It is the intention of the parties that this provision meets the criteria pursuant to the *Industrial Relations Act 1996*.

#### **15. NO EXTRA CLAIMS**

The parties undertake that, for the term of this Award, they will not pursue any extra claims.

#### **16. NEGOTIATING THE NEXT AWARD**

- (i) The parties agree to commence negotiations on a new Award no later than 3 months prior to the termination date of this Award and use their best endeavours to complete the negotiations of the new Award before the expiry of this Award.
- (ii) During the 3 months negotiation period, the parties will meet in order to seek agreement/resolution of any issues.

#### **17. JOB DESCRIPTIONS**

The union will participate in a positive fashion to develop job descriptions for all positions covered by the SBU agreement.

#### **18. REDUNDANCY ARRANGEMENTS**

Application

- (i) The provisions of this clause shall apply in respect of full time and part time persons employed in the classifications specified by the Awards listed in Clause 4.
- (ii) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service and the general obligation on the AJC 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.
- (iii) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

Introduction of Change

- (iv) Employers duty to notify
  - (a) Where the AJC 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 employers workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities of job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where the Awards specified in Clause 4 - Application and Scope makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

(v) Employers' Duty to discuss Change

- (a) The AJC shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause (iv)(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 the said subclause (iv)(a).
- (c) For the purpose of such discussion, the AJC 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.

Redundancy

(vi) Discussions before terminations

- (a) Where the AJC has made a definite decision that the AJC no longer wishes the job the employee has been doing done by anyone pursuant to paragraph (a) of subclause (iv), Introduction of Change, and that decision may lead to the termination of employment, the AJC 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 practicable after the AJC has made a definite decision which will invoke the provision of paragraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed terminations and measures to mitigate any adverse effects of any termination of the employees concerned.
- (c) For the purposes of the discussion the AJC 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 the AJC shall not be required to disclose confidential information the disclosure of which would adversely affect the AJC.

Termination Of Employment

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

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'production', 'programme', 'organisation' or 'structure' in accordance with paragraph (a) of subclause (iv), Introduction of Change.

- (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 weeks 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.

(viii) Notice for Technological Change

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'technology' in accordance with subclause (iv)(a).

- (a) In order to terminate the employment of an employee the employer shall give to the employee 3 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.

(ix) 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 purposes 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.

(x) Employee leaving during the notice period

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

(xi) 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.

## (xii) Notice of Commonwealth Employment Service

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

## (xiii) Department of Social Security Employment Separation Certificate

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

## (xiv) Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in subclause (iv)(a), Introduction of Change, 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.

## Severance Pay

(xv) Where an employee is to be terminated pursuant to subclause (vi), Termination of Employment, 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 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	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) 'Weeks pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances paid in accordance with the relevant awards.

## (xvi) 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 subclause (1) of this clause.

(xvii) Alternative Employment

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 subclause (1) if the employer obtains acceptable alternative employment for an employee.

### 19. PART TIME EMPLOYMENT

- (a) An employee may be engaged by the week on a part-time basis for a constant number of hours which having regard to the various of arranging ordinary hours shall average less than 38 hours per week.
- (b) Part-time employees shall not continue for a continuous period between four weeks from the date of engagement.
- (c) An employee so engaged shall be paid per hour one thirty-eighth of the weekly rate prescribed by Rates of Pay, for the classification in which the employee is engaged.
- (d) An employee engaged on a part-time basis shall be entitled to all other benefits available to full-time employees arising under this award/agreement on a proportional basis depending on the number of ordinary regular hours worked per week.
- (e) This clause shall not be used to reduce existing levels of permanent employees and as far as practicable shall not affect the skill development or earning opportunities or permanent employees.
- (f) As far as possible all overtime shall in the first instance be offered to permanent employees.
- (g) A part-time employee who works in excess of the hours fixed under the contract of employment shall be paid overtime in accordance with Overtime of this Award.
- (h) A current part-time employee may apply for a full-time position should a vacancy occur and, subject to being able to perform the duties required to fill the vacancy and all other things being equal, shall have preference of employment for the vacant position.

### 20. ANTI-DISCRIMINATION

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

- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by 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.”

**21. AREA, INCIDENCE AND DURATION**

This Award rescinds and replaces the Australian Jockey Club - Electrical and Plumbing Award 1998 published 29 October 1999 (311 I.G. 858), and all variations thereof.

This Award shall operate from the beginning of the first pay period on or after the 1 March 2001 and shall remain in force for a period of 2 years.

**PART B****MONETARY RATES****TABLE ONE - WEEKLY AGGREGATE WAGE FOR PLUMBERS**

CLASSIFICATION	AGGREGATE WEEKLY WAGE -FROM FIRST FULL PAY PERIOD ON OR AFTER 19 AUGUST 2000	AGGREGATE WEEKLY WAGE - FROM FIRST FULL PAY PERIOD ON OR AFTER 19 AUGUST 2001
Plumber	\$710.90	\$739.30

**TABLE TWO - ADDITIONAL ALLOWANCES FOR PLUMBERS**

ALLOWANCE	EFFECTIVE FROM FIRST FULL PAY PERIOD ON OR AFTER 19 AUGUST, 2000
Leading Hand	In charge of up to 2 journeymen: 0.53c per hour In charge of 3 to 5 journeymen: 0.64c per hour In charge of 5 to 10 journeymen: 0.82c per hour In charge of over 10 journeymen: \$1.05 per hour
Clothing	\$6.30 per week
First Aid	\$1.75 per day

**TABLE THREE - WEEKLY AGGREGATE WAGE FOR ELECTRICIANS**

CLASSIFICATION	AGGREGATE WEEKLY WAGE - FROM FIRST FULL PAY PERIOD ON OR AFTER 19 AUGUST 2000	AGGREGATE WEEKLY WAGE - FROM FIRST FULL PAY PERIOD ON OR AFTER 19 AUGUST 2001
Electrician	\$702.30	\$730.40

**TABLE FOUR OF PART B - ADDITIONAL ALLOWANCES FOR ELECTRICIANS**

ALLOWANCE	EFFECTIVE FROM FIRST FULL PAY PERIOD ON OR AFTER 19 AUGUST, 2000
Leading Hand	\$33.30 per week
Clothing	\$6.30 per week
First Aid	\$1.85 per day

I. TABBAA, Commissioner.

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(1042)

**SERIAL C0216**

## **REFINERY OPERATORS SHELL REFINING (AUSTRALIA) PTY LTD AWARD 2000**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shell Refining (Australia) Pty Limited for a new award and another matter.

(Nos. IRC 2700 and 3126 of 2000)

Before the Honourable Justice Marks

22 February 2001

### **AWARD**

#### **Scheme of Arrangement**

##### **Part 1. — Application and Operation of Award**

- 1.1 Definitions
- 1.2 Coverage of Award
- 1.3 Commencement Date and Term of Award
- 1.4 Review of Award

##### **Part 2 — Dispute Resolution**

- 2.1 Dispute and Grievance Procedure

##### **Part 3. — Employment Relationship and Duties**

- 3.1 Contract of Employment
- 3.2 Process Maintenance and Associated Matters
- 3.3 Refinery Operator Classifications
- 3.4 Refinery/Gore Bay Terminal Operator Job Training
- 3.5 Category Structure

##### **Part 4. - Annualised Salary and Related Matters**

- 4.1 Annualised Salary (Wages)
- 4.2 Superannuation Treatment of Annualised Salary
- 4.3 Payment Of Wages
- 4.4 Overtime
- 4.5 Flexible Hours Allowance
- 4.6 Clyde Miscellaneous Allowance
- 4.7 First Intervention Team Allowance
- 4.8 Mixed Functions
- 4.9 Transport Of Employees
- 4.10 Day Shiftworkers

##### **Part 5. — Hours of Work**

- 5.1 Standard Hours
- 5.2 Rosters
- 5.3 Day Shiftworker Roster and Hours
- 5.4 Rest Periods (Ten Hour Break)

**Part 6. — Leave**

- 6.1 Annual Leave
- 6.2 Sick Leave
- 6.3 Long Service Leave
- 6.4 Bereavement Leave
- 6.5 Parental Leave
- 6.6 Personal/Carer's Leave
- 6.7 Jury Service
- 6.8 Public Holidays

**Part 7 — Union Matters**

- 7.1 Right Of Entry
- 7.2 Union Delegate
- 7.3 Notice Board
- 7.4 Union Business
- 7.5 Union Training
- 7.6 Time in lieu
- 7.7 Payroll Deductions

**Part 8.— Gore Bay Terminal Operations**

- 8.1 Boiler Operation
- 8.2 Ship Connections and Disconnections
- 8.3 Fourth Operator
- 8.4 Wharf Watch
- 8.5 Shore Officers
- 8.6 Training and Development
- 8.7 Relief Shore Officer Payments

**Part 9. — Leave Reserved****Part 1. — Application and Operation of Award****1.1 Definitions**

“Company” means Shell Refining (Australia) Pty Ltd at Clyde Refinery, Granville and at Gore Bay Terminal.

“Continuous shift worker” means an employee engaged under this award on a continuous shift roster.

“Day shift worker” is an employee employed under this award engaged on a nine day fortnight basis attracting shift penalties and other entitlements as if a continuous shift worker.

“First Intervention Team (FIT) member” means an employee engaged under this award who volunteers to participate in emergency responses for the term of this award.

“Operator” means employees employed as Refinery and Gore Bay Terminal Operators.

“Parties” means Shell Refining (Australia) Pty Ltd and the Construction, Forestry, Mining and Energy Union (NSW Branch)

“Plant Controller” is a day staff position not subject to this award.

“ROG” means Refinery Operator Group represented by duly elected delegates of the union.

“Shift Controller” is a shift staff position not subject to this award.

“Shore Officer” is a shift staff position at the Gore Bay Terminal not subject to this award.

“Union” means the Construction, Forestry, Mining and Energy Union (NSW Branch).

## 1.2 Coverage of Award

This award binds Shell Refining (Australia) Pty Ltd, the Construction, Forestry, Mining and Energy Union (NSW Branch) and employees of Shell Refining (Australia) Pty Ltd employed at the Clyde Refinery and Gore Bay Terminal as Refinery Operators.

- a) who are members of the CFMEU; and
- b) who are covered by the classifications set out in clauses 3.3 and 3.5 of this award.

## 1.3 Commencement Date and Term of Award

**1.3.1** This award rescinds and replaces the Shell Refining (Australia) Pty Ltd Award 1996 published 12 September 1997 (300 IG 1316) and all variations thereof.

**1.3.2** It shall take effect from 1 July 2000 and shall remain in force thereafter until 30 November 2002.

**1.3.3** It is a term of this award that the parties shall make no extra claims unless pursued under the mechanisms provided for within this award.

## 1.4 Review of Award

Not later than 1 September 2002 negotiations will commence for the renewal or otherwise of this award.

## Part 2. — Dispute Resolution

### 2.1 Dispute and Grievance Procedure

Subject to the *Industrial Relations Act 1996* or any Act replacing that Act, any dispute or claim (whether any such dispute or claim arises out of the operation of this award or not) as to the wages and/or conditions of employment of any employee with regard to whom the company is bound by this award and/or as to any other industrial matter pertaining to the relations of the company (to whom this award applies) with employees (with regard to whom the company is so bound) shall be settled in the undermentioned manner:

- 2.1.1** The matter shall be first discussed between the employee concerned and the immediate supervisor.
- 2.1.2** If not settled within a reasonable period of time, for example, 7 days, the matter shall be further discussed between the employee, the Union delegate and the employee's immediate supervisor.
- 2.1.3** If not settled the matter shall be further discussed between the Union delegate and the Human Resources Department representative of the company. For matters of a serious nature, a Refinery Operators Group (ROG) meeting may be convened by either party within seven days of settlement not being reached.
- 2.1.4** If not settled, the matter shall be further discussed between the Union official, the ROG and the company.
- 2.1.5** If the matter is still not settled, it shall be submitted to the Industrial Relations Commission of New South Wales and its decision shall be final and shall be accepted by the parties.

It is the intention of the parties that when the disputes procedure is invoked the matter in dispute will be dealt with expeditiously and until the matter is determined, work shall continue normally. Where it is agreed between the parties that there is an existing custom, work shall continue in accordance with that custom, but where there is no agreement as to custom, the company's direction shall be accepted. No party shall be prejudiced as to final settlement by the continuance of work in accordance with this subclause.

### **Part 3. — Employment Relationship and Duties**

#### **3.1 Contract of Employment**

- 3.1.1** To become entitled to payment in accordance with this award an employee shall perform such work as the company shall, from time to time, require on the days and during the hours usually worked by the class of employees affected.
- 3.1.2** An employee not attending for duty shall lose pay for the actual time of such non-attendance except where such absence is authorised.
- 3.1.3** Employment shall be terminated by a month's notice on either side, given at any time during the month, or by the payment or forfeiture of a month's wages, as the case may be. This shall not affect the right of the company to dismiss any employee without notice for neglect of duty or misconduct, and in such cases wages shall be paid up to the time of dismissal only.
- 3.1.4** It is a term and condition of employment and of the obligations and rights accruing under this award that an employee shall:
- a) comply with the orders of the company to work reasonable overtime at any time during the seven days of the week at the appropriate remuneration prescribed herein, provided that the question of what is reasonable overtime shall be determined in relation to the individual employee concerned, having regard to the particular circumstances at the time of the order by the company; and
  - b) use the appropriate protective clothing and equipment provided by the company for specific circumstances; and
  - c) comply with the company's directions to carry out work required for the safety of personnel, equipment and product; and
  - d) become and remain the holder of any certificates at company expense which are required by law to be held by a person performing the duties which the company allocates to the employee from time to time; and
  - e) undertake responsibilities associated with first aid and emergency response activities as agreed between the parties which are fully comprehended in the wage rates provided in Table 1 of the Award. All Operators will maintain current first aid qualifications at company expense.

#### **3.1.5 Probation Period**

A new employee shall be regarded as probationary for the first three months of their engagement. After an assessment of the employee by the company during the three months, the employee may be:

- a) required to complete the probationary period and then confirmed in the position for which the employee was engaged, or
- b) given notice of termination of service in accordance with Clause 3.1.3.

- c) prior to any notice being given to a probationary employee the company shall discuss the matter with the ROG/CFMEU and determine whether a further period of probation is appropriate.

### **3.1.6 Refinery/Gore Bay Terminal Operator Statement of Principle**

Assignment by supervisors of tasks not associated with the prime operating job in any particular circumstances will be limited naturally by the following criteria:

- a) They will be associated with the process to which the Operator is engaged.
- b) They will be capable of being completed within a relatively short time or of being interrupted or left unattended so as not to distract the Operator from their prime functions.
- c) If tools are involved, these will be simple in their utilisation and the task will be relatively simple and within the ability of the Operator.
- d) In the assignment of these tasks, an attempt will be made to achieve what is reasonable and a common sense attitude should prevail. Factors requiring consideration would include, for example:
  - i) the time available for the performance of the task;
  - ii) the Operator's ability to perform the tasks;
  - iii) the availability of the equipment appropriate to the performance of the task.

## **3.2 Process Maintenance and Associated Matters**

### **3.2.1 Process Maintenance**

The functions and responsibilities of all operators include the clean, safe and effective operation at all times of refining plant and associated equipment; the evaluation of equipment performance and process conditions; the execution of running adjustments and minor repairs consistent with safe and effective operation; the preparation (including the proper isolation) of equipment for maintenance; the use of hand tools (such as spanners, wheel keys, wrenches and screw drivers) and of appliances (such as gas testing and laboratory testing equipment, portable thermometers) as may be necessary or incidental to the performance of operating functions.

Without limiting the generality of the foregoing, repairs and adjustments involving use of hand tools, will include the following:-

- a) Remove and replace small valves, plugs and fittings as used for bleeds, drains, vents and sample connections. (Spades not included).
- b) Connect/disconnect flexible hoses for use in cleaning, smothering leaks and heating lines.
- c) Connect/disconnect fittings to educt chemicals from containers.
- d) Connect/disconnect hoses on lube oil dispensing bars.
- e) Remove insulation to expose leaks, drains where easily accessible and removable.
- f) Remove and replace pressure gauges.
- g) Monitor, drain and change oil in equipment as required.
- h) Adjust and lubricate glands on valves, cocks.
- i) Connect/disconnect screwed piping and standard fittings for temporary situations such as

- venting, draining and steaming out arrangements. Dismantle simple screwed piping. (Operators will not thread pipe).
- j) Open, clean and/or replace filters and screens in pipelines and equipment, up to 4" diameter. Replace filters in lines greater than 4" diameter, where fitted with V-lok closures.
  - k) Tighten swagelok fittings on pipelines and equipment.
  - l) Isolate streams and/or equipment by removing/replacing caps, plugs and blanks on equipment and piping of diameters of up to and including 4".
  - m) Connect/disconnect gas cylinder to manifolds.
  - n) In an emergency, take reasonable action necessary to protect personnel, plant, equipment and product (eg. fit pipe clamps on leaks).
  - o) Perform any other similar task not involving the application of the general trade experience of recognised tradesmen.

### 3.2.2 Illustrative Examples of Associated Tasks

- a) Use chemical, mechanical or steam cleaning devices as necessary.
- b) Install stick-on signs or stencil information on pipelines and equipment.
- c) Operate assigned vehicles and mobile equipment.
- d) Connect/disconnect hoses to equipment (eg. pumps, compressors) and delivery vehicles.
- e) Rack up all types of hoses used in the performance of associated tasks.
- f) Connect portable electric leads as required.
- g) Attend to all equipment lubrication and lubricating devices, grease valves and cocks, clean lube oil centrifuges, filters.
- h) Clean plugged or fouled pipelines, drains by -
  - i) wrapping with steam hoses,
  - ii) adding detergent or chemicals,
  - iii) mechanical rodding in simple cases.
- i) Where easily accessible and on a "first aid" basis, apply "band aid" devices to leaks.
- j) After appropriate training, use explosimeters as an additional safety aid and as supplementary to existing procedures.
- k) Generally taking such reasonable action as may be necessary to make a plant area safe, eg. erecting a simple barrier.
- l) On plant plots, handle and store materials and/or chemicals.
- m) Use installed or other lifting devices as are available to aid the performance of a Refinery Operator's duties.

### 3.2.3 Team Concept of Operation

- a) It is accepted that an operator(s) on shift will assist outside their assigned area of designated responsibility (workload permitting) if they have the knowledge, ability and experience of the plant in question, however, the following guidelines will apply:

the operators primary responsibility is to the plant area they have been assigned to that the particular jobs that are assigned to them outside their designated area (plant) can be left at any time to return to their designated area (plant), should the operational need arise.

Senior Operators will allocate operators to areas (plants) as required. This will require judgement by the Senior Operator as to priorities, planning and the use of available resources.

Where a call in may be required, the Senior Operator should consult with the Shift Controller to ensure that both the Shift Controller and the Senior Operator have all the required information to make an optimum decision with respect to resource allocation.

- b) Laboratory Testing - Operators to perform testing on plants in addition to tests performed currently:

Distillation  
Specific Gravity  
Boiler Chemistry  
Cloud Point  
Colour  
Viscosity  
RSH  
Titration

## 3.3 Refinery Operator Classifications

### 3.3.1 General Description

- a) Senior Operator

An employee appointed as such by the Company who is qualified, capable and willing to perform all operator duties on an assigned complex and is responsible for safely and efficiently controlling such complex under the general supervision of a Shift Controller.

- b) Relief Senior Operator

An employee appointed as such by the Company who is qualified, capable and willing to perform safely and efficiently any duties associated with the process or equipment on an assigned complex as required by a Senior Operator or Shift Controller under general supervision as necessary.

The Relief Senior Operator is to relieve the Senior Operator as required.

- c) Rover

An employee appointed as such by the Company who is qualified, capable and willing to perform safely and efficiently any duties associated with the process or equipment on an assigned complex as required by a Senior Operator or Shift Controller under general supervision as necessary.

- d) Panel Operator

An employee appointed to the position who is qualified and capable of carrying out the operation of a panel/s within the section. Panel operators can operate a designated panel/s within operations.

e.g.	Process West	Panel 1 (utilities) Panel 2 (CDU)
	Process East	Panel (CCU) Day Panel

e) Panel Component Operator

An employee working under the supervision of a Shift Controller, Senior Operator or Rover, who is qualified, capable and willing to perform safely and efficiently such duties as are required by the Company associated with the process or equipment on an assigned complex.

f) Plant Operator

An employee who is qualified, capable and willing to perform safely and efficiently any duties associated with the process or equipment on an assigned complex as required by a Senior Operator or Shift Controller under general supervision as necessary

g) Trainee Operator

An employee undergoing the necessary orientation and training to enable safe and efficient performance as an operator.

### 3.3.2 Duties and Responsibilities

The following lists summarise the duties and responsibilities of operators. These duties and responsibilities include but are not limited to the items listed.

a) Common Duties & Responsibilities:

- i) Safe, clean and effective operation at all times of refining plant and associated equipment and according to instructions issued by the Company through its supervisors.
- ii) Evaluation and reporting (verbally, written and through computer) of equipment performance and process conditions.
- iii) Execution of running adjustments and minor repairs consistent with safe and effective operation.
- iv) The preparation and isolation of equipment for maintenance.
- v) The use of hand tools and equipment as necessary or incidental to the proper performance of operating functions. This will include spanners, wheel keys, wrenches and screw drivers, motor vehicles, forklift trucks, gas testing and laboratory testing equipment, portable thermometers. The repairs and adjustments which operators, using hand tools may make are set out in 3.2.1 above. For guidance, illustrative examples of associated tasks are set out in 3.2.2 above.

- (vi) Is required to be familiar with all manuals, instructions and schedules associated with safety, operating and training relevant to the complex.
  - vii) Is responsible for ensuring the safe operation of the assigned area including the conduct of visitors to the plant and contractors working in the area.
  - viii) Is required to relieve in lower category jobs commensurate with knowledge, ability and experience and expected to undertake training as necessary to perform the duties as assigned by the Company commensurate with knowledge, ability and experience.
  - ix) Perform sampling and testing of process variables and equipment.
  - x) Minor administration tasks related to the job will be carried out as necessary.
  - xi) Operators will obtain the necessary Workcover tickets stipulated in Workcover regulations and as required by the Company.
  - xii) Laboratory testing will be carried out and the team support concept of operation will apply as specified in 3.2.3 above.
- b) Plant Operator:
- i) Is responsible to the senior operator on the complex for all aspects of the operation of the plant to which the operator is assigned. Carries out the instructions of Senior Operator and Rover as required.
  - ii) Liases closely with panel operators on all aspects of the control of the process/plant as required.
  - iii) Performs process monitoring and process stream sampling as required.
  - iv) Is required to have full knowledge of and be willing to relieve in all lower category jobs on the complex.
  - v) Is aware of the requirement to operate to maximise yields and minimise fuel costs within the constraints of product specification.
  - vi) Participates in and trains other operators and trainees, commensurate with knowledge, ability and experience.
- c) Panel Component Operator:
- i) Carries out the instructions of senior operators or panel operators as required.
  - ii) Is required to have full knowledge of and be willing to relieve in all lower category jobs on the complex.
  - iii) Participates in and trains other operators, and trainees, commensurate with knowledge ability and experience.
  - iv) Monitors performance/operation of equipment via the ICS screens, and liaise with the panel operator or senior operator as required.
- d) Panel Operator
- i) Co-ordinates the work of other operators on the complex.
  - ii) Controls the process through such means as are provided to produce products

- within specification limits whilst maximising yields and minimising fuel costs.
- iii) Carries out the instructions of Senior Operators as required.
  - iv) Is required to have full knowledge of and be willing to relieve in all lower category jobs on the complex.
  - v) Participates in and trains other operators, and trainees, commensurate with knowledge ability and experience.
- e) Rover
- i) Co-ordinates the work of other operators on the complex.
  - ii) Controls the process through such means as are provided to produce products within specification limits whilst maximising yields and minimising fuel costs.
  - iii) Carries out the instructions of Senior Operators as required.
  - iv) Is required to have full knowledge of and be willing to relieve in all lower category jobs on the complex.
  - v) Participates in and trains other operators, and trainees, commensurate with knowledge ability and experience.
- f) Relief Senior Operator
- i) Co-ordinates the work of other operators on the complex.
  - ii) Controls the process through such means as are provided to produce products within specification limits whilst maximising yields and minimising fuel costs.
  - iii) Carries out the instructions of Senior Operators as required.
  - iv) Is required to have full knowledge of and be willing to relieve in all lower category jobs on the complex.
  - v) Participates in and trains other operators, and trainees, commensurate with knowledge ability and experience.
  - vi) Relieve the appointed Senior Operator when required.
- g) Senior Operator:
- i) Directs and co-ordinates the work of other operators on the complex.
  - ii) Interprets, comments on and carries out the instructions of the Shift Controller.
  - iii) Monitors the safety and efficiency of operation, quality of products and ensures reporting and sampling are carried out as required.
  - iv) Administers operator overtime and leave.
  - v) Liases with other units and complexes as required.
  - vi) Is required to follow and to have full knowledge of all manuals, instructions and schedules associated with safety, operating and training relevant to the complex.
  - vii) Ensures that the operators on the shift are fully trained by administering training and reporting to the appropriate staff supervisor the future requirements of the shift.

- viii) Requisitions and accounts for all necessary process, operational and administrative materials as required.
- ix) Ensures that plant and flare surveys are carried out as required.
- x) Provides assistance, advice and support to operators on the shift as necessary.
- xi) Ensures that plant safety equipment is checked regularly and any repairs, reordering or maintenance is performed.
- xii) Assists in the co-ordination and planning of plant safety meetings.
- xiii) Is expected to attend senior operator meetings for the complex.

### **3.4 Refinery/Gore Bay Terminal Operator Job Training**

#### **3.4.1 Aim**

To provide an Operator training in the skills and knowledge necessary to safely, competently and efficiently operate a section of the Refinery with little to no assistance or supervision.

#### **3.4.2 Scope**

The Operator job training will consist of a combination of theory and practical skills. The theoretical training will consist of a number of modules on general topics e.g H<sub>2</sub>S safety, HF acid, distillation and those which are specifically job related e.g. pollution control, emergency procedures etc. The theoretical and practical job training will be structured in that the operator will be required to demonstrate and complete a number of tasks under supervision. Many of the tasks associated with a particular job will be developed “on the job” by peer training.

#### **3.4.3 Training**

The practical training will be carried out on shift and be conducted by an experienced Operator on shift under the general supervision of the Shift Senior Operator.

The Operator conducting the training on shift must have completed a job assessment in the position for which the training is being conducted.

The scope of the job being learnt and the experience of the Trainee will determine the period of being doubled up with the Operator training him/her.

An operator must successfully complete job assessment in one job before moving on to another.

#### **3.4.4 Time frame for Training**

In most cases it will be 168 hours doubled up although this may be extended dependant on individual requirements.

It is important that during the 168 hours that continuity of training be maintained as far as possible but could be broken if needed to cover some short absence. However that time would be added onto the Operator’s time of training.

A further period of consolidation of up to 560 hours where the Operator will carry out the duties of the job under the supervision of the Senior Operator only (This period will be referred to as going “solo”). During this period the Operator will be progressively assessed in all tasks and skills related to the position. This latter period is discretionary and is dependant on the experience, ability and confidence of the Operator.

### 3.4.5 Process

The shift Senior Operator should nominate the Operator/s for training and should prepare a 12 month plan and discuss the shift training with the Shift Controller and the Plant Controller.

Prospective Trainee's should be made aware of future training plans relating to themselves.

### 3.4.6 Job Knowledge Assessment

At the completion of the "going solo" period the Operator should have signed each page of the Tasks and Skills booklet indicating that they consider themselves able to perform the duties relevant to the job competently and safely.

The Senior Operator will discuss and agree or not that they are satisfied with the operators knowledge or whether further training is required by going through the Tasks and Skills book.

In order to ensure equivalent standards are applied across all shifts, the Plant Controller will carry out a final assessment. The final assessment is not expected to be an in-depth evaluation of the Operator's knowledge but rather confirmation that the training and evaluation process has achieved its aims.

When the assessment has been successful the Plant Controller will initiate the relevant paperwork and forward it to the Pay Office and the Shift Controller.

## 3.5 Category Structure

PROCESS EAST	PROCESS WEST	MOVEMENTS	GORE BAY	LEVEL
Senior Operator	Senior Operator			9
		Senior Operator	Senior Operator	8
Relief Senior Operator	Relief Senior Operator			7
		Relief Senior Operator	Relief Senior Operator	6
Rover/Panel Operator	Rover/Panel Operator	Panel Co-Ordinator		5
Panel Component	Panel Component + 1 Process Job	Panel Component	Rover	4
2 Additional Process Jobs	2 Additional Process Jobs	Additional Process + Movements Jobs CDU or LPG	Term.Operator/ Boilers	3

1 Process Job + 1 Movements (Pumphouse No. 2)	1 Process Job + 1 Movements (Pumphouse No.1)	1 Movements + 1 Process CDU Or LPG	Shipping/ Wharf	2
Trainee	Trainee	Trainee	Trainee	1

The requirements for progression through the classification structure shall be:

LEVEL	PROGRESSION EAST	PROGRESSION WEST	PROGRESSION MOVEMENTS	PROGRESSION GORE BAY
1	Commencement	Commencement	Commencement	Commencement
2	Must complete job assessment on one PE outside and one Movements outside position.	Must complete job assessment on one PW outside and one Movements outside position.	Must complete job assessment on one Movements outside and one process (PE or PW) outside position.	Must complete job assessment on Shipping/Wharf position.
3	Must complete job assessment on three PE outside positions and one Movements outside position.  A two year minimum experience applies.  Note: Job assessment on Alkylation outside position must be completed before Panel Component training can commence.	Must complete job assessment on three PW outside positions and one Movements outside position.  A two year minimum experience applies.  Note: Job assessment on Platformer outside position must be completed before Panel Component training can commence.	Must complete job assessment on two Movements outside positions and one outside position on PE & PW.  A two year minimum experience applies.  Note: Job assessment on all Movements outside positions must be completed before Panel Component assessment can commence.	Must complete job assessment for Terminal Operator/Boilers position.
4	Must complete job assessment on all PE outside positions, one Movements outside position and Panel Component position	Must complete job assessment on all PW outside positions, one Movements outside position and Panel Component position	Must complete job assessment on two Movements outside positions, one PE and one PW outside position & Panel Component position	Must complete job assessment for Rover position.

5	BY APPOINTMENT  Must complete job assessment on all PE outside positions, one Movements outside position, Panel Component position and CCU Panel position.  A four year minimum experience applies.	BY APPOINTMENT  Must complete job assessment on all PW outside positions, one Movements outside position, Panel Component position and one Panel position (either CDU or Utilities).  A four year minimum experience applies.	BY APPOINTMENT  Must complete job assessment on two Movements outside positions, one PE and one PW outside position, Panel Component position and Movements Co-ordinator position.  A four year minimum experience applies.	
6	BY APPOINTMENT  Must complete job assessment on all lower level position and acting Senior Operator position.	BY APPOINTMENT  Must complete job assessment on all lower level position and acting Senior Operator position.	BY APPOINTMENT  Must complete job assessment on all lower level position and acting Senior Operator position.	BY APPOINTMENT  Must complete job assessment on all lower level position and acting Senior Operator position.

#### EXPLANATORY NOTES

1. The nominated Senior Operator will be expected to fulfil the duties of the Senior Operator at all times other than when absent from the shift eg. annual leave, sickness, etc, refresher training on the panel or when a training acting senior operator is consolidating in the position. During the nominated Senior Operators absence any relief senior operator acting in the Senior Operator position will be paid at acting senior operator rates.
2. Where there is more than one relief Senior Operator on a given shift, the relief senior operator who covers the majority of the incumbent senior operator's rostered absence (ie. annual leave, refresher training) will be paid acting Senior Operator rates for their own annual leave in that calendar year.
3. Only one relief Senior Operator on any given plant/shift will be paid acting Senior Operator rates on their annual leave in any given calendar year.
4. Operators move upwards in category level based on all job assessments completed at present level, experience level and first job completed at higher level. Once operators move to a higher level they must complete training/job assessment in all jobs at the new level.
5. Progression through refinery outside positions, ie level 2 and level 3, does not require jobs to be learnt in any specific order, as number of jobs learnt and experience determines level movement, not what jobs are learnt. Plant operators progressing through level 2 jobs must learn one Movements job. Movements operators progressing through levels 2 and 3 must learn at least one process job at each level.

CCU - alkylation position must be learnt before panel component

HVU - Platformer position must be learnt before panel component

Movements - Movements outside jobs must be completed before panel component assessment.

Operators employed as at 1<sup>st</sup> July 2000 will not have their progression delayed because of a lack of

- opportunity to undertake cross plant training. New employees will be subject to the cross plant training requirements outlined above.
6. Cross operator exchange, ie Movements to process east/process west, process east to movements, process west to movements, may be carried out to cover:
    - a) emergency situations;
    - b) annual/long service leave;
    - c) training.
  7. Movements operators trained in process plant position/s must spend approximately three months each year on process plant/s to maintain skill level.
  8. Cross plant training for existing operators will progress on a limited “needs only“ basis. All new operators will be required to train in all jobs as per level structure.
  9. Any operator who has concerns about his/her ability to undertake cross plant training can request an exemption from their Shift and/or Plant Controller. It should be noted however that the minimum levels of cross plant training must be maintained and are as follows:
    - at least two (2) Operators per shift and spares from both Process West and Process East to learn/be competent in one Movements job.
    - two (2) Operators per shift and spares in Movements to learn/be competent in one position in both Process West and Process East.
  10. Appointment to the positions of panel operator on the process plants and co-ordinator at movements and relief senior operator on all plants will be at the discretion of management premised on a needs basis. These positions will be advertised.

The company commits to two (2) relief Senior operators on each shift per Plant, provided those operators to be trained have the necessary capabilities and competencies as set out in clause 3.3 of this Award.
  11. The minimum experience guideline may in certain cases be put aside at the discretion of the company.
  12. An Operator shall be eligible for appointment to the next designated position on the plant to which the employee is assigned:-
    - a) when the operator has demonstrated to the satisfaction of the Company that the employee has the ability, knowledge, skills and qualifications and is willing to perform all operator jobs on the assigned plant or complex;
    - b) has obtained the knowledge, skills and qualifications necessary to perform the next designated position.
    - c) is willing, commensurate with ability, to obtain the knowledge, skills and qualifications necessary to be eligible for appointment to all higher category positions.

## Part 4 — Annualised Salary and Related Matters

### 4.1 Annualised Salary (Wages)

Any employee of a classification as set out in Clause 3.5 of this award, shall be paid per month the wage assigned to that classification contained in Table 1 of this award.

The rates of pay recognise the total scope of work performed by operators (including first aid, emergency response, and fire control activities) at the making of this award.

The annualised salary is defined to include the following components:

Base Rate - standard pay for a 35 hour week

Shift penalty - 41.86% of base rate (incorporating a public holiday allowance of 7.1%)

Flexible Hours Allowance - 3 hours per week at overtime (double time) rates (see 4.5 below).

Clyde Miscellaneous Allowance - replacing previously paid allowances for meals, telephone, travel time and use of own car (except for Gore Bay operators required to travel between Gore Bay and Clyde Refinery). See 4.6 below.

First Intervention Team Allowance (if applicable) - See 4.7 below.

#### 4.1.1 Wage Rates

The base wage rates (\$ per annum) to be paid under this Award are listed in Table 1 below.

The implementation of these base rates of pay are contingent upon achieving the crewing levels outlined in Table 3 contained in clause 5.2.2 below.

The company will undertake capital investments in automation to support a reduced operator manning level. A capital provision of \$400,000 has been made available. It should be noted that the demin. plant partial resin upgrade and a possible change in the refinery radio system is not included in this amount.

Improvements in the Fire safety infrastructure have also been developed into a substantial project. This includes many new fire monitors in all operating areas, deluge system extension, remote fire sensing, foam carts and other improvements. Capital allocation for the project has been determined to be \$1.2M.

Procedural upgrades to enhance plant upset management will be undertaken. These are to be developed at the shift team level.

The company undertakes all reasonable endeavours to ensure that the commissioning of the agreed monitors (26 on process plants and 6 off-plot areas) will be completed by 31<sup>st</sup> December 2000.

**Table — 1**

EVENT	AGREEMENT (2% + AV. 2.45%)	ANNUALISED SALARY (3%)	DEMANNING (3%)	12 HOUR SHIFT IMPLEMENTATION (2%)
Category/ Date	1 Jul 2000	1 Sep 2000	1 Jan 2001	1 Mar 2001
1	\$31,612	\$32,560	\$33,537	\$34,208
2	\$41,106	\$42,339	\$43,609	\$44,482

3	\$43,493	\$44,798	\$46,142	\$47,064
4	\$44,554	\$45,890	\$47,267	\$48,212
5	\$48,001	\$49,441	\$50,924	\$51,943
6	\$49,168	\$50,643	\$52,162	\$53,206
7	\$49,858	\$51,353	\$52,894	\$53,952
8	\$52,032	\$53,593	\$55,201	\$56,305
9	\$53,146	\$54,740	\$56,383	\$57,510

#### 4.1.2 Allowances

- Change of shift allowance - Twelve(12) hours at single time.
- Shift Premium (including Public Holiday premia) - 41.86% of base wage
- Clyde Miscellaneous Allowance – (from 1 September 2000) - \$1,891 and increased by the same percentage movements as the base wage thereafter.
- Flexible Hours Allowance – (from 1 September 2000) – 3 hours per week at overtime (double time) rate.
- First Intervention Team (FIT) Allowance - (from 1 January 2001) - \$1500 per annum with additional \$500 per annum for team leader - see 4.7 below.

#### 4.2 Superannuation Treatment of Annualised Salary

The annualised salary will be treated in the following manner for superannuation purposes :

Base salary - retrospectively pensionable

Shift penalty - prospectively pensionable

Flexible Hours Allowance - prospectively pensionable

Clyde Miscellaneous Allowance - retrospectively pensionable

Overtime Payments - not pensionable

FIT Allowance (if applicable) - not pensionable

For the purposes of this clause 'retrospectively pensionable' means commencing from the date the employee joined the superannuation fund and for any periods of service bought back by the employee.

For the purposes of this clause 'prospectively pensionable' means for all periods that the relevant allowance was paid to the employee.

#### 4.3 Payment Of Wages

**4.3.1** Wages and allowances shall be paid monthly by electronic funds transfer into a bank account nominated by the employee. In the event of a failure in the banking system causing late lodgement of payment to an employee's financial institution account, payment will be effected by cash, cheque or electronic funds transfer in accordance with arrangements made locally.

- 4.3.2** Upon termination of employment, wages due to an employee shall be paid to the employee on the day of such termination or forwarded to the employee by post on the next working day.
- 4.3.3** It shall be a full discharge of the obligations and rights accruing from week to week under Clause 5.2, Rosters, to average over a full shift cycle the payments accruing from shift work to a shift worker. This provision shall apply even if a shift worker fails for any reason to work a full shift cycle.
- 4.3.4** During the term of this award the company undertakes to investigate the implementation of a common monthly pay date of the 15<sup>th</sup> of each month.

#### **4.4 Overtime**

All overtime will be paid at the rate of double time.

Overtime will be for a minimum of six hours.

Overtime worked on designated public holidays will be paid at the rate of triple time.

#### **4.5 Flexible Hours Allowance**

The Flexible Hours Allowance (FHA) is set at three (3) hours per week at overtime rates. The FHA is not to be viewed as a bank of hours which has to be all worked.

The FHA covers the following items:

- those agreed items in Table 2 below
- Casual absences of up to and including four (4) consecutive 12 hour shifts due to illness, injury, jury duty, bereavement leave, PERFA and parental leave.
- Plant restarts of up to and including four (4) consecutive 12 hour shifts.

If a casual absence continues for a period of over four shifts on consecutive days all operators involved in using FHA will be paid overtime back to the start of the absence.

'Consecutive' is defined as including an absence that extends across a shift break where that absence is covered by medical certificate/s.

If a plant restart continues for a period of over 48 consecutive hours all operators involved in using FHA will be paid overtime back to the start of the plant restart period.

The operation of the FHA will be reviewed by a Monitoring Committee on a monthly basis for the term of this award.

Overtime hours should be used in the following circumstances:

- a) Shortfalls in the roster that are the result of company agreed annual leave, long service leave or Operators assigned to special projects
- b) Shortfalls in the roster that are the result of structural cross plant training, training necessary for restructuring or company initiated category progression training.
- c) Light duties (inability to fulfil any normal duties).
- d) Study leave (for current students) and where such leave is granted by the company in the future.
- e) Defence training.
- f) Bush fire brigade (voluntary) absences for fire fighting
- g) Sporting leave (including the Zaaire Cup). This leave is not often used and will be granted at the

discretion of the company and if agreed overtime will be paid.

- h) sickness that results in continuous on/off absence from work or for regular ongoing treatment
- i) restricted duties (i.e. time or function limited duties).

**Table 2 — Agreed Items under the Clyde Flexible Hours Allowance (FHA)**

	INCLUDED	EXCLUDED
All Areas	Operator caught back awaiting relief on shift  Short term operational tasks previously requiring an extra man	Minor and major programmed shutdowns  Special Projects  Union time defined as Pre-ROG meetings, Company/ROG meetings and relevant Award provisions  Time in Lieu  OH &S defined as monthly HSE meetings  Company initiated meetings
<u>Process East</u>	Poly reactors loading  CCU Catalyst unloading to tankers  SRU startups  'Golden' valves  Trip checks	Skid tanker (HF)
<u>Process West</u>	T/A's  HVU/Panel on startups  'Golden' valves	
<u>Gore Bay</u>	Hose changes (shipping)  Meal relief after hours (Amorena)  Tank dipping (enraf failure)	Shipping wharf cover  Shipping hookups  Company initiated medicals
<u>Movements*</u>	Process water tank drainage  OMOSS System	EBARA pumps  Pollution control  Retention basin (subject to EPA determination)  Diesel pump  Tank water draining other than process water  Flow on work from shutdowns  Tank coming "OOS"

\*It is agreed by the parties to this award that every endeavour must be made to complete tasks with normal shift

crewing. Additional operators to carry out tasks can only be authorised by the Shift Controller in conjunction with the Senior Operator and when this occurs overtime will be paid (refer clause 3.2.3 above).

#### **4.6 Clyde Miscellaneous Allowance**

The Clyde Miscellaneous Allowance will be paid at the rate of \$1800 per annum and will be increased by the same percentage movements as the annualised salary outlined in Table 1 of this award.

A meal money provision of \$579.80 (65 Meals x \$8.92) per annum will be shown on annual group certificates.

#### **4.7 First Intervention Team Allowance**

A First Intervention Team (FIT) Allowance of \$1500 per annum will be implemented effective 1<sup>st</sup> January 2001 for eligible employees. FIT Team Leaders will be paid an additional \$500 per annum to reflect higher levels of responsibility.

All Gore Bay Operators will be members of the FIT except where special personal circumstances exist.

A voluntary First Intervention Team (FIT) will be established effective 1<sup>st</sup> January 2001.

The voluntary FIT will be established on the following basis:

- Eight (8) to ten (10) volunteers will be required per shift
- All volunteers are required to have current medicals
- Volunteers will be required to remain part of the FIT for the term of this award
- Individual bunker gear will be supplied to FIT members

#### **4.8 Mixed Functions**

An employee engaged on any shift, on work carrying a higher rate than the employee's ordinary classification shall be paid the higher rate for the whole of the employee's ordinary working hours on that day or shift.

#### **4.9 Transport Of Employees**

When an employee, after having worked overtime, or a shift for which the employee has not been rostered, finishes work at a time when the employee's normal means of transport or reasonable means of public transport are not available, the company shall provide the employee with transport to the employee's home and return, or pay the employee at the employee's ordinary-time rates for the time reasonably occupied in reaching his/her home.

#### **4.10 Day Shiftworkers**

A Day Shiftworker shall be paid shift penalties and other entitlements as if a continuous shiftworker (see 5.3 below).

### **Part 5 — Hours of Work**

#### **5.1 Standard Hours**

Subject to 5.2 below the ordinary hours of work for Operators employed under this award will be an average of 35 hours per week worked in accordance with the Standard Hours (Oil Companies) Award 1974 (being an award of the Australian Industrial Relations Commission).

#### **5.2 Rosters**

Two roster systems will operate for the term of this award. Up to and including 28<sup>th</sup> February 2001 an eight (8) hour five (5) panel roster will apply. Effective 1<sup>st</sup> March 2001 the arrangements outlined in 5.2.1 below shall apply.

### 5.2.1 Twelve (12) Hour Shifts

- a) The company will require employees under this Award to work in accordance with a twelve (12) hour five (5) panel shift roster effective 1<sup>st</sup> March 2001.
- b) This clause shall apply to shift work arranged for continuous and successive shifts throughout a week of 168 working hours. The ordinary hours of such shift workers shall be in accordance with clause 3 and sub-clause 5 (4) of the Standard Hours (Oil Companies) Award 1974 provided however that subparagraph 5(4) (b) (I) of the Standard Hours (Oil Companies) Award 1974 shall not apply
- c) No employee under this award is to work beyond 14 hours at a time on a single shift.

### 5.2.2 Refinery/Gore Bay Terminal Operator Establishment including Sparing

It is agreed that the following operator establishment complement including sparing will be as follows effective 1<sup>st</sup> March 2001:

**Table 3 — Operator Establishment levels including sparing**

	PROCESS EAST	PROCESS WEST	MOVEMENTS	GORE BAY	TOTAL
Shift Positions	30	40	15	15	<b>105</b>
Spares	7	9	3	5	<b>19</b>
Day shift workers	1	1	2		<b>4</b>
Total	<b>38</b>	<b>50</b>	<b>20</b>	<b>20</b>	<b>128</b>

### 5.2.3 Recruitment

Upon an employee providing written advice of resignation of employment the recruitment process will be initiated when the establishment number of Operators falls below 128 during the term of this award unless the number of Operators exceeds 128 at the time of that resignation.

### 5.2.4 Time Owed from Roster

The 72.8 hours which arises as a function of the shift roster shortfall in hours below an average of 35 hours per week during each roster cycle will be absorbed into the roster as additional shifts and/or training time.

Time owed from the roster will be dealt with on the following basis:

- Four (4) twelve (12) hour training days will be rostered for each shift throughout the year for generic training
- Two (2) additional days of twelve hours duration will be rostered each year. Employees may elect to offset these hours against annual leave, long service leave or carry 24 hours over into the next calendar year.

### 5.2.5 Standby Roster

Standby rosters will be established for the coverage of FHA and overtime.

### 5.2.6 Hours

- a) An average of 35 hours per week shall be worked over the complete shift cycle.
- b) The ordinary hours of such shift workers shall not exceed twelve (12) in any day, inclusive of crib time.
- c) Shift Transfers:

Until the expiration of 5 days notice of the specified shift on which the employee is to work, an employee shall, for all time worked on that specified shift be paid at the rate of double time.

- d) Day and Night Shift Spread of Hours:
  - i) "Day Shift" means any shift commencing after 6.00 a.m. and finishing at or before 7.00 p.m., where such shift forms part of a rotating or alternating shift work pattern.
  - ii) "Night shift" means any shift commencing on or before 7.00p.m. and finishing before 8 a.m.
- e) Sunday Work:

The minimum rate to be paid to a shift worker for work performed on a shift the major portion of which falls between midnight on Saturday and midnight on Sunday shall be double time.

- f) Extra Rates not Cumulative:

The rates provided in paragraph (e) of this subclause shall be in substitution for and not cumulative upon the shift allowance prescribed in clause 4.1 of this award.

- g) Overtime:

Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this award shall be paid at the rate of double time; provided that no continuous shift worker shall be paid for overtime worked at any time at a lesser rate than is payable to an employee performing their normal shift at such time.

- h) Meal Interval:

Twenty minutes shall be allowed to all shift workers each shift for crib which shall be counted as time worked. An employee shall not be required to work for more than five hours without a break for a meal.

- i) Calculation of Working Times:

The hours of work shall commence and finish at the plant or facilities where work is to be performed.

- j) Cancellation of Overtime:

- i) If notice cancelling the instruction is sent or telephoned to the employee's registered address before the employee would normally have left to commence work, the employee shall be paid a minimum of six hours at the employee's ordinary-time rate of pay in the case of overtime scheduled on a day on which an employee is not rostered to work an ordinary shift.

Provided that an additional penalty shall not be payable if the employee is not at the

registered address when notice of cancellation is delivered or telephoned and the employee subsequently reports for work.

- ii) For the purpose of this clause registered address shall mean the address recorded by the employer.

### **5.3 Day Shiftworker Roster and Hours**

Continuous shift workers who from time to time may be assigned to Day Shiftworker duties only shall be rostered to work an eight (8) hour day shift on a nine (9) day fortnight basis. Meal breaks shall be in accordance with those of continuous shift workers and shall be counted as time worked.

### **5.4 Rest Periods (Ten Hour Break)**

The Union and the Company agree that appropriate rest periods should be taken between successive work periods.

Accordingly, the Union, their members and the Company will co-operate in establishing work arrangements which will provide for rest periods of at least 10 hours for shift workers without loss of pay during such absence.

If on the instructions of the company an employee resumes or continues work without having a 10 hour break the employee shall be paid overtime until being released from duty and the employee shall be entitled to 10 consecutive hours off duty without loss of pay during such absence.

## **Part 6.— Leave**

### **6.1 Annual Leave**

The underlying entitlement of employees under this award is the *Annual Holidays Act 1944*, as amended.

**6.1.1** In addition to the leave hereinbefore prescribed, seven-day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed seven consecutive days leave including non-working days.

**6.1.2** Where an employee with twelve months' service is engaged for part of the twelve-month period as a seven-day shift worker, the employee shall be entitled to have the period of leave prescribed in subclause 6.1.1 of this clause increased by half a day for each month the employee is engaged continuously, as aforesaid.

**6.1.3** Shift workers on continuous shift shall, during their absence or annual leave, be paid as if at work. The shift penalty (see 4.1 above) is in lieu of a 22½ % annual leave loading.

**6.1.4** Local arrangements provide for 248 hours annual leave per annum for continuous shift workers.

**6.1.5** Public holidays will be credited if they fall during the leave period, and the leave will be extended by one day for each Public holiday.

### **6.2 Sick Leave**

**6.2.1** An employee who is absent from work on account of personal illness or incapacity shall be entitled to leave of absence without deduction of pay subject to the following conditions and limitations:

- a) The employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to worker's compensation.
- b) Where practicable the employee shall notify the nominated representative of the company prior to the commencement of the employee's next period of work, and in any case the employee shall within 24 hours of the commencement of such absence inform the company of the employee's inability to attend for duty and, as far as practicable, state the nature of the illness or incapacity and the estimated duration of the absence.
- c) The employee shall prove on account of such illness or incapacity that the employee was unable to attend for duty on the day or days for which sick leave is claimed.
- d) The employee shall not be entitled in respect of any year of service with the company to leave in excess of five (5) days in the first year of service and ten (10) days in any subsequent year of service. Provided that sick leave shall accumulate from year to year so that any balance of the period specified herein which has in any year not been allowed to an employee by the company as paid sick leave may be claimed by the employee and subject to the conditions hereinbefore prescribed shall be allowed by that company in a subsequent year without diminution of the sick leave prescribed in respect of the year. Provided further that sick leave which accumulates pursuant to this subclause shall be available to the employee for a period of 10 years but no longer from the end of the year in which it accrues.

**6.2.2** An employee is not entitled to sick leave for more than two absences each of a single day in any one year of service without the production (if requested by the company) of a certificate, from a qualified medical practitioner. Nothing in this subclause shall limit the company's rights under paragraph (c) of subclause (i) hereof.

### **6.3 Long Service Leave**

Employees accrue long service leave at the rate of 520 hours for each ten (10) years of service.

The provisions of the Long Service Leave (Oil Companies) Award 1985 are deemed to regulate long service leave for the purposes of this award, and in so far as that Award and the *Long Service Leave Act* 1955 are inconsistent, the Long Service Leave (Oil Companies) Award 1985 shall prevail.

#### **6.3.1 Long Service Leave Key Entitlements**

##### **6.3.1.1 Amount of Leave: After 1 Jan 1985**

- a) The amount of long service leave entitlement for an employee who has completed at least ten years service with the Company from 1 January 1985, will be:
  - i) thirteen consecutive weeks' leave for ten years so completed; and
  - ii) thirteen consecutive weeks' leave in respect of each ten years' service since the previous long service leave entitlement; and
  - iii) on the termination of the employee's employment, a proportionate amount calculated on the basis of thirteen consecutive weeks' leave for ten years' service, for the number of years served since the previous long service leave entitlement.
- b) In the case of an employee who has completed at least five years' service with the Company, and who is terminated for any cause other than serious or wilful misconduct, the entitlement is based on a proportionate amount of thirteen consecutive weeks' leave for ten years' service.
- c) For continuous shift workers, the entitlement to long service leave is granted in

working shifts and not calendar weeks. Therefore the ten year service entitlement to long service leave is not thirteen calendar weeks, but 43.3 12 hour shifts (520 hours).

#### **6.3.1.2** Amount of Leave: Prior 1 January 1985

For an employee who commenced employment prior to 1 January 1985, the amount of long service leave entitlement is the sum of the following:

- a) For service prior to 1 April 1963, thirteen weeks consecutive weeks leave after twenty years' continuous service.
- b) For service between 1 April 1963 and 31 December 1984, thirteen consecutive weeks' leave after fifteen years' continuous service.

#### **6.3.1.3** Payment for Period of Leave or Upon Termination of Employment

Payment on long service leave will be made at the employee's ordinary rate of pay and will include:

Basic Rate  
Shift premia (including Public Holiday Allowance)  
Clyde Miscellaneous Allowance  
Flexible Hours Allowance (FHA)  
FIT Allowance (if applicable)

#### **6.3.1.4** Taking of Leave

Accrued long service leave may be taken as soon as practicable after the accrual date, having regards to the needs of the Company, or at such times as agreed between the Company and the employee.

Public holidays will be credited if they fall during the leave period, and the leave will be extended by one day for each Public holiday.

#### **6.3.1.5** Granting Leave in Advance

In special circumstances, provided that an employee has completed at least five years' service, the Company may grant long service leave before it has accrued. No further leave entitlement will occur until the next accrued date. If the employee leaves the Company before the leave has accrued, the Company will deduct from final pay the value of any excess leave taken.

#### **6.3.1.6** Payments on Leaving the Company

On the termination of service, any long service leave to which the employee was entitled but has not been taken, shall be paid in line with the Long Service Leave (Oil Companies) Award.

Upon termination of service with the company long service leave will be paid out as if the employee were at work.

### **6.4** Bereavement Leave

An employee shall be entitled to a maximum of three days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death of the employees' husband, wife, father, mother, sister, brother, child, step-child or parents-in-law, grandparents or grandchildren. For the purpose of this clause the words "wife" and "husband" shall include de facto wife or husband or life partner, and the words "father" and "mother" shall include foster father and mother.

**6.5 Parental Leave**

An employee shall be entitled to Parental Leave as defined in Part 4 of the *Industrial Relations Act 1996*, and granted as per Company Policy documented in the Personnel Policy Manual.

**6.6 Personal/Carer's Leave**

The provisions as determined by the State Personal/Carer's Leave Case - August 1996 (68 IR 308) and the State Personal/Carer's Case 1998 (Unreported 10 December 1998) are deemed to regulate Personal/carer's leave for the purposes of this award.

**6.7 Jury Service**

Subject to the production of satisfactory evidence, an employee required to be absent from work due to jury service will be reimbursed by the company for any loss of wages.

Employees are not expected to attend work on weekends during a period of continuous jury duty where that jury duty bridges any weekend.

**6.8 Public Holidays**

**6.8.1** Unless the employee is required to work by the company, an employee shall be entitled to the following public holidays without deduction of pay: New Year's Day, Australia Day, Good Friday, Easter Monday, Easter Tuesday, Anzac Day, the Queen's Birthday, August Bank Holiday, Eight-hour Day, Christmas Day, Boxing Day, and any other additional day proclaimed as a holiday throughout the State.

**6.8.2** When Anzac Day falls on a Saturday or a Sunday, the following Monday or the day gazetted by State Government of New South Wales to be observed as the Anzac Day holiday shall be substituted for Anzac Day.

**6.8.3** An employee called upon to work overtime on any of the holidays above shall be notified the day before and shall be paid triple time for all time worked with a minimum payment of six hours.

**6.8.4** The rates hereinbefore prescribed in this sub-clause shall, in the case of all shift work, be deemed to include all shift allowances prescribed in Table 1 of this award.

**6.8.5** An employee notified to attend for work on a holiday which is not so worked shall be paid at holiday rates for six hours. Provided that this subclause shall not apply where an employee who has already been notified to attend for work is given a minimum of 24 hours' notice that the attendance is not so required.

**6.8.6** When an employee is absent from work 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.

**Part 7 — Union Matters**

The parties to this award recognise that union membership and employee involvement through their union provides a positive contribution to effective and productive performance.

The company recognises the role of the Union in representing employees as well as the need to develop and maintain effective communications.

**7.1 Right Of Entry**

See Chapter 5, Part 7 of the *Industrial Relations Act 1996*.

**7.2 Union Delegate**

An employee appointed Union Delegate shall upon proper notification by the Union to the company, be recognised as the accredited representative of the Union and shall be allowed the necessary time during working hours to interview the company or the company's representative on matters affecting the employees whom the delegate represents, but the employee must first obtain permission from the supervisor to leave the employee's place of work.

**7.3 Notice Board**

The company shall permit the Union to display on notice boards any notice dealing with legitimate Union business, provided that such notice is authenticated by the signature of an accredited representative of the Union.

**7.4 Union Business**

The ROG will be allowed paid time on 20 working days per annum to attend to union business including but not limited to:

- a) CFMEU Board of Management and Executive.
- b) Australasian Refinery Operatives Committee (AROC).
- c) Trade Union Training Authority (TUTA or its successors) training.

**7.5 Union Training**

The company shall provide access to authorised CFMEU training by agreement with the ROG.

**7.6 Time in lieu**

Time in Lieu is granted to continuous shift operators (including ROG members) who are rostered off but are required by the company to attend activities outlined in Table 2 of clause 4.5 of this award.

Time in lieu will be granted by the company in six or twelve hour blocks.

**7.7 Payroll Deductions**

The company shall, with the employee's consent, deduct union dues from the employees monthly pay and remit such deductions to the union.

**Part 8.— Gore Bay Terminal Operations****8.1 Boiler Operation**

The boiler will be operated with remote attendance by any ticketed operator from the panel room, and as required, from the boiler house. The current boiler operator will be assigned the following duties:

- routine attendance of the boiler (unattended for up to 20 minutes)
- logging of the boilers and the air compressor
- water testing
- loading of the Amorena of normal loads
- loading of tugs, FSI road wagon or drums
- tank gauging checks

- assist the shift in normal operation when required

## 8.2 Ship Connections and Disconnections

Ship connections and disconnections currently carried out by Metal Trades employees will be completed by operators within the current crew numbers. An accreditation program to ensure that all operators are fully aware of the requirements for ship connections/disconnections will be required. Implementation is contingent upon the Company reaching an agreement with the Metal Trades group.

## 8.3 Fourth Operator

The fourth operator, when not covering annual leave, long service leave and training, will cover the following duties:

- casual absences
- loading navy gas oil to Amorena
- forming part of the hook-up crew when lube oil bunkers are required
- checking the fire system ie. base foam system with the ESO's, base foam valves and pump circulation, and fire boxes
- project work
- wharf watch (refer 8.4 below)

## 8.4 Wharf Watch

Use of Fourth Operator: whenever possible, wharf watch is to be covered by the fourth operator on shift. This will need to be balanced by other demands on the use of the fourth operator.

Relief Management: to provide relief for the assigned wharf watch operator, an extra operator will be provided for a single four hour period during day shift. Relief is otherwise to be provided by the on-shift crew, or if a necessarily deemed requirement, an extra operator may be arranged at the Senior Operator's discretion.

Example: if the Amorena requires loading during afternoon shift, it is anticipated that the Senior Operator may arrange an extra operator.

## 8.5 Shore Officers

Number of Reliefs: three operators will be appointed to provide Shore Officer relief.

Method of Selection: applications will be sought from all current Gore Bay Terminal operators and selected candidates will undergo an interview process. The successful applicants will be chosen on the basis of merit.

Availability: it is expected that the appointees will cover planned absences and those casual absences of 3 days or more, as required.

A minimum of two weeks acting in the Shore Officer role will be essential to ensure the maintenance of necessary skills. The Company will ensure each appointee has appropriate opportunity to fulfil this requirement.

Remuneration: will be in accordance with 8.7 below.

## 8.6 Training and Development

Shore Officer Relief: three appointees will be trained to the Unrestricted classification. This will require completion of a list of training elements. In addition, each appointee would need to attend and successfully complete:

- a 5 day introductory course
- at least 7 vessel discharges

- subsequent courses.

Relief Senior Operator: upon implementation of this agreement two operators will be trained up to the Relief Senior Operator level. A further two operators will be trained subsequently over two years.

Training Standards: training will be conducted in accordance with Refinery protocols.

### 8.7 Relief Shore Officer Payments

Appointees will receive the following \*pensionable allowances:

PERIOD	WEEKLY RATE
- during relief work	\$110
- remainder of appointment	\$16

\* not an 'all purpose' allowance

### Part 9 — Leave Reserved

The parties to this award agree that the following matters will be subject to further discussion during the term of this award:

- A trial of Movements manning consisting of 20 continuous shift work positions (inclusive of a rotation through day shiftwork) will commence 1 February 2001 for a period of twelve (12) months. This trial will be subject to a joint review by the union and the company after six (6) months. The Movements Senior Operator will be paid at Category 9 and the Movements Relief Senior Operator paid at Category 7 for all purposes in accordance with Table 1 of this award for the period of the trial. These Category changes will be confirmed upon the completion of the trial to the mutual satisfaction of the company and the union.
- Opportunities for Gore Bay employees engaged under this award to undertake work currently undertaken by Shore Officers will be jointly reviewed by the union and the company during the term of this award.
- Leave is reserved to commence further discussions post implementation of this award regarding the makeup of the hook-up crew for ship connections/disconnections at both wharves 1 and 2 at Gore Bay Terminal.

F. MARKS *J.*

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(959)

**SERIAL C0449**

## **HARPER COLLINS PUBLISHERS DISTRIBUTION SERVICES AWARD 2002**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Shop, Distributive and Allied Employees' Association, New South Wales, industrial organisation of employees.

(No. IRC 6224 of 2000)

Before the Honourable Justice Kavanagh

29 January 2001

### **AWARD**

### **PART A**

#### **Arrangement**

### **PART A**

#### **SECTION 1**

1. Full-time Employees
  - 1.1 Hours
  - 1.2 Multi-skill Levels
  - 1.3 Wages
  - 1.4 Overtime
  - 1.5 Allowances
  - 1.6 Annual Leave
  - 1.7 Annual Leave Loading
  - 1.8 Long Service Leave
  - 1.9 Parental Leave Provisions
  - 1.10 Sick Leave
    - 1.10.1 State Personal/Carer's Leave Case August 1996
  - 1.11 Bereavement Leave
  - 1.12 Jury Service
  - 1.13 Rostered Days Off
  - 1.14 Protective Clothing
  - 1.15 Meal Times
  - 1.16 Rest Pause
  - 1.17 Holidays and Sundays
  - 1.18 Termination of Employment
  - 1.19 Redundancy
2. Part-time Employees
  - 2.1 Hours
  - 2.2 Multi-skill Levels
  - 2.3 Wages
  - 2.4 Overtime
  - 2.5 Allowances
  - 2.6 Annual Leave
  - 2.7 Annual Leave Loading
  - 2.8 Long Service Leave
  - 2.9 Parental Leave Provisions
  - 2.10 Sick Leave
  - 2.11 Bereavement Leave
  - 2.12 Jury Service

- 2.13 Protective Clothing
- 2.14 Meal Times
- 2.15 Rest Pause
- 2.16 Holidays and Sundays
- 2.17 Termination of Employment
- 2.18 Redundancy
  
- 3. Casual Employees
  - 3.1 Hours
  - 3.2 Wages
  - 3.3 Allowances
  - 3.4 Annual Leave
  - 3.5 Long Service Leave
  - 3.6 Meal Times
  - 3.7 Rest Pause
  
- 4. Temporary Contract Employees
  - 4.1 Hours
  - 4.2 Wages
  - 4.3 Allowances
  - 4.4 Annual Leave
  - 4.5 Long Service Leave
  - 4.6 Sick Leave
  - 4.7 Rostered Days Off
  - 4.8 Meal Times
  - 4.9 Rest Pause
  - 4.10 Holidays and Sundays
  - 4.11 Termination and Employment Contract

## SECTION 2

### General Conditions

- 1. Arrangement
- 2. Basic Wage
- 3. Indexation - Actual Rate of Pay
- 4. Lunch Room
- 5. Union Delegates
- 6. Notice Board
- 7. Transfer of Employees
- 8. First-aid
- 9. Locomotion
- 10. Union Membership Meetings
- 11. Right of Entry
- 12. Accident Pay
- 13. Rehabilitation
- 14. Disputes Procedure
- 15. Times and Payment of Wages
- 16. Particulars of Wage to be Furnished to Employees
- 17. Mixed Functions
- 18. General (Cleaning)
- 19. Wage Increase
- 20. Award Review and Negotiations
- 20A. Anti-Discrimination
- 21. Area, Incidence and Duration

### PART B

**MONETARY RATES**

Table 1 - Wages  
Table 2 - Other Rates and Allowances

**SECTION 1****1. Full-time Employees**

- 1.1 Hours - The ordinary hours of work (exclusive of meal times) shall not exceed:
- (a) Thirty-eight hours per week, based on a 19-day month.
  - (b) Ordinary hours of work may commence at/or after 6.30 a.m. and may cease at/or up to 6.30 p.m., Monday to Friday.
  - (c) All hours worked after ordinary hours on any one day will be classified as overtime.
  - (d) Any changes by the employer to normal starting time shall be discussed with the employees concerned and one week's notice given before any such change.
- 1.2 Multi-skill Levels -
- |         |                                                                                                                                                                                 |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Level 4 | Unskilled: After six months' full-time employment, or its casual equivalent, each employee shall be tested and, if successful, shall be elevated to Level 3.                    |
| Level 3 | Semi-skilled: An employee who has achieved this level shall work in all departments, including clerical departments, but does not require computer or forklift driver training. |
| Level 2 | Semi-skilled: An employee who has been successfully trained as a computer/VDU operator or forklift driver.                                                                      |
| Level 1 | Skilled: An employee who has been successfully trained in various warehouse and/or administration departments and has been appointed to the position of Department Head.        |
- 1.3 Wages - The minimum weekly wage shall be as set out in (i) of Table 1 - Wages, of Part B, Monetary Rates.
- 1.4 Overtime -
- (1) All time worked:
    - (a) outside the normal hours;
    - (b) before the regular commencing time on any day;
    - (c) after the regular ceasing time on any day;
    - (d) beyond eight hours on any one shift,

Shall be paid for at the rate of time and one-half for the first two hours and double time thereafter. In computing overtime, each day's work shall stand alone.
  - (2) An employee who works on any Saturday shall be paid overtime at the rate of time and one-half for the first two hours and double time thereafter, with a minimum payment of three hours; provided that all time worked after 11.00 a.m. shall be paid for at the rate of double time.
  - (3) In all cases, any portion of an hour less than 30 minutes shall be reckoned as 30 minutes and any portion of an hour above 30 minutes shall be reckoned as an hour.

1.5 Allowances - Meal allowance shall be an amount as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

Service Allowance -

- (a) Three years' service - an amount per week as set out in Item 2 of the said Table 2.
- (b) Five years' service - an amount per week as set out in the said Item 2.

For ease of administration, the years of service shall fall due on the anniversary date of one employee's appointment to permanent status.

First-aid Allowance - An employee who is appointed as a first-aid attendant shall be paid an additional payment per week at the rate set out in Item 3 of Table 2.

Cleaning Allowance - A cleaner, in addition to normal wages, shall be paid a toilet cleaning allowance per week as set out in Item 4 of Table 2.

Laundering Allowance - Where an employee wears a uniform, cap, coat, overall or other uniform dress or protective clothing and footwear, the same shall be provided by the company and shall be laundered by the employer at the company's expense, provided that where by mutual agreement the laundering is done by the employee, or the company having refused, neglected or failed to launder the articles and the laundering is done by the employee, the employee shall be paid an amount per week as set out in Item 5 of Table 2.

Shift Allowance - Afternoon shift (4.00 p.m. to midnight) - an allowance of 17.5 per cent on the skill level hourly rate, with meal breaks included and paid.

EDP operators who work a shift shall be paid the Level 1 hourly rate, plus a shift allowance of 17.5 per cent of the hourly rate. EDP operators may work on the following shift:

- from 4.30 p.m. to 1.00 a.m. the next day; or
- from 5.00 a.m. to 1.00 p.m. the same day;

with meal breaks included and paid.

1.6 Annual Leave - See *Annual Holidays Act 1944*.

1.7 Annual Leave Loading - In accordance with the Warehouse Employees' - General (State) Award published 3 November 1982, reprinted 13 June 1984 and further reprinted 11 October 1991 (265 I.G. 418).

1.8 Long Service Leave - See *Long Service Leave Act 1955*.

1.9 Parental Leave Provisions - See Part 4, Chapter 2, *Industrial Relations Act 1996*.

1.10 Sick Leave -

- (a) All weekly employees shall, subject to the production of a medical certificate or other evidence satisfactory to the employer, be entitled to ten days' sick leave each calendar year on full pay.
- (b) The payment for any absence on sick leave in accordance with this clause during the first three months of employment of an employee may be withheld by the employer until the employee completes such three months of employment, at which time the payment shall be made.

1.10.1 State Personal/Carer's 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 section (ii) of subparagraph (c) of this paragraph who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in subclause 1.10, Sick Leave, of this clause 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 stepchild, 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 subsection:
      - (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 section (ii) of subparagraph (c) of paragraph (1) of subclause 1.10A 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 subparagraph (a) of this paragraph, 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 subparagraph (a) of this paragraph, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
- (d) Where no election is made in accordance with the said subparagraph (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 paragraph 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.

1.11 Bereavement Leave - An employee on weekly hiring shall be entitled to a maximum of five days' leave without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the employee's husband, wife, father, mother, parents-in-law, grandparents, brother, sister, child or stepchild. Provided, however, that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave. For the purposes of this clause, the words "wife" or "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, as the case may be.

Provided further, an employee on weekly hiring shall be entitled to a maximum of five days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside Australia of an employee's husband, wife, father or mother and where such employee travels outside Australia to attend the funeral.

1.12 Jury Service - An employee shall be allowed leave of absence during any period when required to attend for jury service. During such leave of absence, an employee shall be paid the difference between the jury service fees received and the employee's rate of pay as if working. An employee shall be required to produce to the company proof of jury service fees received and proof of requirement to attend as soon as practicable after receiving notification to attend for jury service.

1.13 Rostered Days Off -

- (a) Each full-time employee shall be entitled to 13 rostered days off (RDOs) per year, on a day agreed between the company and the employee.
- (b) Rostered days off shall not be a Saturday or Sunday.
- (c) The first nine RDOs will be taken from January to September.
- (d) The remaining four RDOs will not be taken by employees as they fall due unless agreed by management. Instead, they will be accumulated and taken off by employees on the first four working days after Christmas each year.
- (e) If required, volunteers will be invited to work during the Christmas-New Year period and will be selected on the following basis: First preference will be given to qualified full-time employees who apply for the work. Unfilled positions will then be filled by casuals.
- (f) Full-time employees who work during the Christmas-New Year period will add accrued RDOs to their next period of annual leave.
- (g) Scheduled RDOs will be posted in each department.
- (h) If the RDO falls on a public holiday, or on a day when employees are not required to attend work, the rostered day off shall be taken on a day agreed between the company and the employees.

1.14 Protective Clothing - Employees required to load or unload vehicles shall be provided with suitable protective clothing. Such clothing shall include adequate provision of wet weather protective clothing.

1.15 Meal Times -

- (a) Each employee shall be allowed each day 30 minutes for a meal break, to be taken between 11.30 a.m. and 2.30 p.m.

- (b) An employee who is required to work for any period of a meal break shall be paid at the rate of time and one-half and shall be allowed the time so worked as crib time, which shall be paid for as time worked.
- (c) When two hours or more overtime are worked, a meal allowance will be paid and a 15-minute paid break will be allowed.

1.16 Rest Pause - Each employee shall be allowed a rest pause of 15 minutes in the morning and 15 minutes in the afternoon, Monday to Thursday inclusive, and 15 minutes on Friday morning only at a time indicated by the company.

1.17 Holidays and Sundays -

- (a) The following days or days observed as such shall be holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day or any other day gazetted as a public holiday within the area covered by this award, provided that any day proclaimed as a holiday for the State for a special purpose but observed throughout the State on different days, also shall be a holiday.
- (b) In addition to the holidays prescribed in paragraph (a) of this subclause, employees shall be entitled to two (2) additional public holidays in lieu of a union picnic day and one such Public Holiday shall be added to the employee's RDO entitlement and the other day taken as from the anniversary of the birth date of eligible employee. Provided that such an entitled employee shall not be required to take such a Holiday on the same day as those Public Holidays set out above in paragraph (a) of this subclause or on a Saturday or Sunday and, in these circumstances only, such a Public Holiday shall be taken on a day chosen by the entitled employee which shall be within five business days immediately before and five business days immediately after the relevant anniversary of the birth date of such an employee, unless otherwise agreed by the company.
- (c) For all work done on Sunday double time shall be paid, with a minimum payment of four hours; for all work done on holidays, double time and one-half shall be paid, with a minimum payment of four hours.
- (d) An employee absent without leave on the day before or the day after any gazetted holiday shall be liable to forfeit wages for the day of absence as well as for the holiday, except where an employer is satisfied that the employee's absence was caused through illness and a medical certificate can be supplied, in which case wages shall not be forfeited for the holiday. Provided that an employee absent on one day only, either before or after a group of holidays, shall forfeit wages only for one holiday as well as for the period of absence.

1.18 Termination of Employment -

- (a) Except in the case of misconduct, the employment of an employee may be terminated by one week's notice on either side or by payment or forfeiture (as the case may be) of one week's pay in lieu of such notice; provided that for the first month of engagement employment may be terminated by either side by a moment's notice.
- (b) Subject to the provision of subclause 1.17, Holidays and Sundays, an employee whose employment is terminated on the business day preceding a holiday or holidays, otherwise than for misconduct, shall be paid for such holiday or holidays, but these provisions shall not apply to an employee employed for two weeks or less.
- (c) Any employee, who has been employed for not less than one month, on leaving or being discharged shall, upon request, be entitled to a statement in writing containing the date when the employment began and the date of its termination. This statement shall be the property of the employee.

- (d) Any employee who has received three warnings in a 12-month period shall be terminated immediately, as in paragraph (a) of this subclause.

#### 1.19 Redundancy -

- (a) Where the company has made a definite decision to introduce changes in production, program, organisation, structure or technology that are likely to result in the termination of employment of any employees, the company shall notify the employees directly affected by the proposed changes and the union to which they belong not later than two weeks from that decision.
- (b) The company shall discuss with the employees directly affected and the union to which they belong the effects of any such definite decision set out in paragraph (a) of this subclause, and the company shall give prompt consideration to the matters raised by the employees and/or the union to which they belong prior to termination of employment.
- (c) For the purpose of discussion, the employer shall provide to the employees directly affected and/or to the union to which they belong all relevant information about the proposed changes that may lead to the termination of employment, provided that the company shall not be required to disclose confidential information the disclosure of which it considers could adversely affect the employer.
- (d) Where, on account of the changes made by the company as set out in subclause (a), the company terminates the employment of a full-time employee, who has been employed for the preceding 12 months, the company shall give the employee one month's notice of the termination of employment or payment in lieu thereof and, in addition, the company shall pay such employee the equivalent of four weeks' ordinary wages for each completed year of service with the company, up to a maximum of 52 such weeks on ordinary wages (with a 25 per cent loading for an employee who is aged 45 years or over at the time of termination).

## 2. Part-time Employees

2.1 Hours - The ordinary hours of work (exclusive of meal times) shall not exceed 32 per week and shall not be less than 20 hours per week, Monday to Friday, inclusive.

- (a) Ordinary hours of work may commence at/or after 6.30 a.m. and may cease at/or up to 6.30 p.m., Monday to Friday.
- (b) All hours worked after ordinary hours on any one day will be classified as overtime.
- (c) Any changes by the employer to normal starting time shall be discussed with the employees concerned and one week's notice given before any such change.

#### 2.2 Multi-skill Levels -

- Level 4 Unskilled: After six months' full-time employment, or its casual equivalent, each employee shall be tested and, if successful, shall be elevated to Level 3.
- Level 3 Semi-skilled: An employee who has achieved this level shall work in all departments, including clerical departments, but does not require computer or forklift driver training.
- Level 2 Semiskilled: An employee who has successfully been trained as a computer VDU operator or forklift driver.
- Level 1 Skilled: An employee who has successfully been trained in various warehouse and/or administration departments and has been appointed to the position of Department Head.

2.3 Wages - The minimum hourly wage to be paid shall be as set out in (ii) of Table 1 - Wages, of Part B, Monetary Rates.

2.4 Overtime -

- (1) All time worked:
  - (a) outside the normal hours;
  - (b) before the regular commencing time on any day;
  - (c) after the regular ceasing time on any day;
  - (d) beyond eight hours on any one shift,

Shall be paid for at the rate of time and one-half for the first two hours and double time thereafter. In computing overtime, each day's work shall stand alone.

- (2) An employee who works on any Saturday shall be paid overtime at the rate of time and one-half for the first two hours and double time thereafter, with a minimum payment of three hours; provided that all time worked after 11.00a.m. shall be paid for at the rate of double time.
- (3) In all cases, any portion of an hour less than 30 minutes shall be reckoned as 30 minutes and any portion of an hour above 30 minutes shall be reckoned as an hour.

2.5 Allowances - N.B.: All allowances, with the exception of shift and meal allowances, shall apply on a proportionate basis according to agreed ordinary hours worked.

Meal allowance shall be an amount as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

Service Allowance -

- (a) three years' service - an amount per week as set out in Item 2 of the said Table 2;
- (b) five years' service - an amount per week as set out in the said Item 2.

For ease of administration, the years of service shall fall due on the anniversary date of the employee's appointment to permanent status.

First-aid Allowance - An employee who is appointed as a first-aid attendant shall be paid an additional payment per week at the rate set out in Item 3 of Table 2.

Cleaning Allowance - A cleaner, in addition to normal wages, shall be paid a toilet cleaning allowance per week as set out in Item 4 of Table 2.

Laundering Allowance - Where an employee wears a uniform, cap, coat, overall or other uniform dress or protective clothing and footwear, the same shall be provided by the company and shall be laundered by the employer at the company's expense; provided that where by mutual agreement the laundering is done by the employee, or the company having refused, neglected or failed to launder the articles and the laundering is done by the employee, the employee shall be paid an amount per week as set out in Item 5 of Table 2.

Shift Allowance - Afternoon shift, between the hours of 4.00 p.m. and midnight - An allowance of 17.5 per cent on the skill level hourly rate.

2.6 Annual Leave - In accordance with the Warehouse Employees' - General (State) Award published 3 November 1982, reprinted 13 June 1984 and further reprinted 11 October 1991(265 I.G. 418).

2.7 Annual Leave Loading - In accordance with the Warehouse Employees' - General (State) Award.

2.8 Long Service Leave - See *Long Service Leave Act 1955*

2.9 Parental Leave Provisions - See Part 4, Chapter 2, *Industrial Relations Act 1996*.

## 2.10 Sick Leave -

- (a) All weekly employees shall, subject to the production of a medical certificate or other evidence satisfactory to the employer, be entitled to ten days' sick leave each calendar year on full pay.
- (b) The payment for any absence on sick leave in accordance with this clause during the first three months of employment of an employee may be withheld by the employer until the employee completes such three months of employment, at which time the payment shall be made.

2.11 Bereavement Leave - An employee on weekly hiring shall be entitled to a maximum of five days' leave without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the employee's husband, wife, father, mother, parents-in-law, grandparents, brother, sister, child or stepchild. Provided, however, that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave. For the purposes of this subclause, the words "wife" or "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, as the case may be.

Provided further, an employee on weekly hiring shall be entitled to a maximum of five days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside Australia of an employee's husband, wife, father or mother and where such employee travels outside Australia to attend the funeral.

2.12 Jury Service - An employee shall be allowed leave of absence during any period when required to attend for jury service. During such leave of absence, an employee shall be paid the difference between the jury service fees received and the employee's rate of pay as if working. An employee shall be required to produce to the company proof of jury service fees received and proof of requirement to attend as soon as practicable after receiving notification to attend for jury service.

2.13 Protective Clothing - Employees required to load or unload vehicles shall be provided with suitable protective clothing. Such clothing shall include adequate provision of wet weather protective clothing.

## 2.14 Meal Times -

- (a) Each employee shall be allowed each day 30 minutes for a meal break, to be taken no later than five hours after normal commencing time.
- (b) An employee who is required to work for any period of a meal break shall be paid at the rate of time and one-half and shall be allowed the time so worked as crib time, which shall be paid for as time worked.
- (c) When two hours or more of overtime are worked, a meal allowance will be paid and a 15-minute paid break will be allowed.

2.15 Rest Pause - Each employee shall be allowed a rest pause of 15 minutes at a time indicated by the company.

## 2.16 Holidays and Sundays -

- (a) The following days or days observed as such shall be holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day or any other day gazetted as a public holiday within the area covered by this award, provided that any day proclaimed as a holiday for the State for a special purpose but observed throughout the State on different days, also shall be a holiday.

- (b) In addition to the holidays prescribed in paragraph (a) of this subclause, employees shall be entitled to two (2) additional public holidays in lieu of a union picnic day and one such Public Holiday shall be added to the employee's RDO entitlement and the other day taken as from the anniversary of the birth date of eligible employee. Provided that such an entitled employee shall not be required to take such a Holiday on the same day as those Public Holidays set out above in paragraph (a) of this subclause or on a Saturday or Sunday and, in these circumstances only, such a Public Holiday shall be taken on a day chosen by the entitled employee which shall be within five business days immediately before and five business days immediately after the relevant anniversary of the birth date of such an employee, unless otherwise agreed by the company.
- (c) For all work done on Sunday double time shall be paid, with a minimum payment of four hours; for all work done on holidays, double time and one-half shall be paid, with a minimum payment of four hours.
- (d) Any employee absent without leave on the day before or the day after any gazetted holiday shall be liable to forfeit wages for the day of absence as well as for the holiday, except where an employer is satisfied that the employee's absence was caused through illness and a medical certificate is supplied, in which case wages shall not be forfeited for the holiday; provided that an employee absent on one day only, either before or after a group of holidays, shall forfeit wages only for one holiday as well as for the period of absence.

#### 2.17 Termination of Employment -

- (a) Except in the case of misconduct, the employment of an employee may be terminated by one week's notice on either side or by payment or forfeiture (as the case may be) of one week's pay in lieu of such notice; provided that for the first month of engagement employment may be terminated by either side by a moment's notice.
- (b) Subject to the provisions of subclause 2.16, Holidays and Sundays, an employee whose employment is terminated on the business day preceding a holiday or holidays, otherwise than for misconduct, shall be paid for such holiday or holidays, but these provisions shall not apply to an employee employed for two weeks or less.
- (c) Any employee who has been employed for not less than one month, on leaving or being discharged shall, upon request, be entitled to a statement in writing containing the date when the employment began and the date of its termination. This statement shall be the property of the employee.
- (d) Any employee who has received three warnings in a 12-month period shall be terminated immediately as in paragraph (a) of this subclause.

#### 2.18 Redundancy -

- (a) Where the company has made a definite decision to introduce changes in production, program, organisation, structure or technology that are likely to result in the termination of employment of any employees, the company shall notify the employees directly affected by the proposed changes and the union to which they belong not later than two weeks from that decision.
- (b) The company shall discuss with the employees directly affected and the union to which they belong the effects of any such definite decision set out in paragraph (a) of this subclause, and the company shall give prompt consideration to the matters raised by the employees and/or the union to which they belong prior to termination of employment.
- (c) For the purpose of discussion, the employer shall provide to the employees directly affected and/or to the union to which they belong all relevant information about the proposed changes that may lead to the termination of employment, provided that the company shall not be required to disclose confidential information the disclosure of which it considers could adversely affect the employer.
- (d) Where on account of the changes made by the company as set out in paragraph (a) of this

subclause, the company terminates the employment of a part-time employee, who has been employed for the preceding 12 months, the company shall give the employee one month's notice of the termination of employment or payment in lieu thereof and, in addition, the company shall pay such part-time employee the equivalent of four weeks' ordinary weekly wages, being the ordinary weekly wage actually paid to a part-time employee per week, for each completed year of service with the company, to a maximum of 52 weeks of such ordinary wages (with a 25 per cent loading for an employee who is aged 45 years or over at the time of termination).

### 3. Casual Employees

A casual may be offered a minimum of 4 hours per day and a maximum of 30 hours per week.

A casual shall be employed on a day-to-day basis.

A casual shall be employed on a trial period of one month, with a probationary period of six months.

A casual may be employed at any of the multi-skill levels under this Award, provided that the company shall consult first with a representative of the Union on the employment by the company of those casuals employed at a higher skill level than level 4.

#### 3.1 Hours -

- (a) Ordinary hours of work may commence at/or after 6.30 a.m. and may cease at/or up to 6.30 p.m., Monday to Friday.
- (b) Any changes by the employer to normal starting time shall be discussed with the employees and one week's notice given before any such change.

#### 3.2 Wages shall be as set out in (iii) of Table 1 - Wages, of Part B, Monetary Rates.

The above rate includes  $1 \frac{3}{8}$  of the appropriate weekly rate, plus  $17\frac{1}{2}$  per cent, plus  $\frac{1}{12}$ , in lieu of annual leave.

#### 3.3 Allowances -

Cleaning Allowance - A cleaner, in addition to normal wages, shall be paid a toilet cleaning allowance per week as set out in Item 4 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

Shift Allowance - Afternoon shift (4.00 p.m. to midnight) - An allowance of 17.5 per cent.

#### 3.4 Annual Leave - Included in hourly rate of pay.

#### 3.5 Long Service Leave - See *Long Service Leave Act 1955*.

#### 3.6 Meal Times -

- (a) Each casual employee shall be allowed each day 30 minutes for a meal break, to be taken no later than five hours after normal commencing time.
- (b) An employee who is required to work for any period of a meal break shall be paid at the rate of time and one-half and shall be allowed the time so worked as crib time, which shall be paid for as time worked.

#### 3.7 Rest Pause - Each employee shall be allowed a rest pause of 15 minutes at a time indicated by the company.

#### 4. Temporary Contract Employees

4.1 A temporary contract employee shall be employed on a contract basis that fully explains their entitlements and conditions, for periods of two weeks or more to cover absences of permanent employees and short-term increased workloads and/or seasonal demands, provided that the company shall first consult with a representative of the Union prior to the employment of a temporary contract worker.

Hours - The ordinary hours of work (exclusive of meal times) shall not exceed 38 per week, based on a 19-day month.

- (a) Ordinary hours of work may commence at/or after 6.30 a.m. and may cease at/or up to 6.30 p.m., Monday to Friday.
- (b) Any changes by the employer to normal starting time shall be discussed with the employees and one week's notice given before any such change.

4.2 Wages - The minimum hourly wage to be paid shall be as set out in (iv) of Table 1 - Wages, of Part B, Monetary Rates.

4.3 Allowances - Shift Allowance: Afternoon shift (4.00 p.m. to midnight) - An allowance of 17.5 per cent, with meal breaks included and paid (the paid meal break is subject to an employee working an eight-hour shift).

4.4 Annual Leave - One-twelfth of gross ordinary wage shall be paid on completion of contract as annual leave.

4.5 Long Service Leave - See *Long Service Leave Act 1955*.

4.6 Sick Leave shall apply if the term of one or more contracts exceeds three months.

4.7 Rostered Days Off -

- (a) Each temporary contract employee shall be entitled to rostered days off, subject to the period in the contract for the months of January to September.
- (b) In the remaining months (October-December) rostered days off will not be taken by temporary contract employees as they fall due unless agreed by management. Instead, they will be accumulated and taken off by temporary contract employees on the first four working days after Christmas, or paid out on completion of the contract.
- (c) Rostered days off shall not be a Saturday or Sunday.
- (d) If the RDO falls on a public holiday, or on a day when employees are not required to attend work, the rostered day off shall be taken on a day agreed between the company and the temporary contract employee.
- (e) Scheduled RDOs will be posted in each department.

4.8 Meal Times -

- (a) Each temporary contract employee shall be allowed each day 30 minutes for a meal break, to be taken no later than five hours after normal commencing time.
- (b) An employee who is required to work for any period of a meal break shall be paid at the rate of time and one-half and shall be allowed the time so worked as crib time, which shall be paid for as time worked.

4.9 Rest Pause - See clause 1, Full-Time Employees, and/or clause 2, Part-time Employees, of this Section.

4.10 Holidays and Sundays -

- (a) If the contract extends over a period in which a gazetted public holiday occurs, the temporary contract employee shall be entitled to be paid for this day(s).
  - (b) An employee absent without leave on the day before or the day after any gazetted holiday shall be liable to forfeit wages for the day of absence as well as for the holiday, except where an employer is satisfied that the employee's absence was caused through illness and a medical certificate can be supplied, in which case wages shall not be forfeited for the holiday. Provided that an employee absent on one day only, either before or after a group of holidays, shall forfeit wages only for one holiday as well as for the period of absence.
- 4.11 Termination of Employment Contract - In the case of misconduct, the employment contract of an employee may be terminated.

## SECTION 2

### General Conditions

#### 1. State Wage Case Adjustments

- (i) The rates of pay in this award include the First, Second and Third Arbitrated Safety Net Adjustments payable under the State Wage Case – December 1994 decision. These arbitrated safety net adjustments may be offset to the extent of any wage increase received at the enterprise level since 29 May 1991. Increases made under the current Statement of Principles, excepting those resulting at the enterprise level, are not to be used to offset arbitrated safety net adjustments.
- (ii) The rates of pay in this award include the adjustments payable under the State Wage Cases of August 1997 and June 1998. These adjustments may be offset against:
  - (a) any equivalent overaward payments; and/or
  - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

#### 2. Basic Wage

This award, insofar as it fixes rates of wages, is made by reference and in relation to the adult basic wage as set out in Part B, Monetary Rates.

The said basic wage may be varied by the Industrial Relations Commission of New South Wales under subclause (2) of clause 15 of Division 4 of Part 2 of Schedule 4, Savings, Transitional and Other Provisions, of the *Industrial Relations Act 1996*.

A reference in this award to the adult basic wage is to be read as a reference to the adult basic wage currently in force under the said clause 15.

#### 3. Indexation - Actual Rate of Pay

The company agrees that any wage adjustment or indexation as approved by decision of the Industrial Relations Commission of New South Wales shall be paid on the actual agreed rate of pay.

#### 4. Lunch Room

The company shall provide, free from all charge, a suitable room with adequate table and seating accommodation and sufficient cutlery, crockery and hot water.

#### 5. Union Delegates

- (a) Employees appointed union delegates shall, upon notification thereof to the company, be recognised as the accredited delegate of the union. An accredited union delegate shall be allowed the necessary time during working hours to interview the company or its representatives on matters affecting employees whom they represent.
- (b) Any accredited union delegate shall be allowed a reasonable period of time during working hours to interview a duly accredited union official on legitimate union business.
- (c) The number of union delegates who attend management meetings shall not exceed three at any one time.

#### **6. Notice Board**

The company shall erect, in a prominent position on the premises, a notice board of reasonable dimensions or a number of such notice boards of reasonable dimensions, in the circumstances upon which an accredited representative of the union shall be permitted to post formal union notices signed by the Secretary. Any notice on the board not so signed may be removed by an accredited representative of the union or by the employer.

#### **7. Transfer of Employees**

- (a) When an employee is required to report for work at a place other than the employee's 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 employee's usual place of work and returning home, and shall be paid all travelling time in excess of that taken to reach the employee's usual place of work and returning home.
- (b) Travelling time shall be paid for at ordinary rates of pay.
- (c) The foregoing subclause shall apply only to an employee temporarily transferred from the employee's usual place of work. A temporary transfer shall mean a period of employment at places other than the usual place of work, up to a maximum of three consecutive weeks.
- (d) An employee transferred from working place to working place during ordinary working hours shall be paid the time spent in travelling as for time worked and shall receive reimbursement of fares incurred in such transfer.
- (e) Where the transfer involves an employee being absent from the employee's normal place of abode, the employee shall be reimbursed for reasonable expenses incurred for accommodation, together with first class fares to and from the place of transfer.

#### **8. First-aid**

- (a) The company shall provide a first-aid outfit which shall be under the control of the manager or other appointed person.
- (b) The company shall train and appoint suitable first-aid attendant(s) and shall train and appoint a suitable back-up attendant(s).

#### **9. Locomotion**

Where an employee is required to use the employee's vehicle for the company's business, the employee shall be paid for the use of the employee's car at the rate per kilometre as set out in Item 6 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

#### **10. Union Membership Meetings**

The company agrees to allow members to meet during the company's time for a maximum of 30 minutes, no more than three times per year, for the purpose of discussing union business.

#### **11. Right of Entry**

See *Industrial Relations Act 1996*.

## 12. Accident Pay

See *Workers' Compensation Act 1987*.

## 13. Rehabilitation

The company shall introduce a rehabilitation program as agreed between the parties.

## 14. Disputes Procedure

- (a) Any dispute or complaint should, in the first instance, be taken by the individual member to the Supervisor.
- (b) If the member is not satisfied with the Supervisor's response, then the matter should be taken up with the Manager of the department.
- (c) If the problem is not resolved, the union delegate shall go with the member to the Distribution Director.
- (d) If the matter cannot be resolved, the union officials shall take the matter up with the Distribution Director.
- (e) Notwithstanding any of the above, the member may involve the delegate at any stage in the problem and the delegate shall always be able to call the union official at any time.
- (f) If the matter cannot be resolved between local management, the delegates and the union, then it must be transferred to the company's Chief Executive or designated representative; thereafter the matter shall be referred to the Industrial Relations Commission of New South Wales for resolution.

## 15. Times and Payment of Wages

All wages, in addition to any bonus, commission or premium the company may choose to pay, shall be paid weekly on Thursday, calculated up to and including Tuesday in each week. Overtime shall be paid within a week from the pay day succeeding the day on which it was earned. This clause may be varied if mutually agreed between the parties to the award.

Notwithstanding the foregoing:

- (a) Where employment is terminated, an employee shall be paid forthwith all ordinary wages due and shall be paid all overtime and other moneys due within seven days of the date of the termination of employment.
- (b) In the event of the company not paying the said overtime and other moneys due at the time on which it has undertaken to pay, the company shall reimburse the employee all expenses incurred in attending to collect the amounts due.
- (c) Where an employee is required by the company to wait beyond the ordinary ceasing times of the employee for payment of ordinary wages after the period of the termination for a period of more than 15 minutes, the employee shall be paid ordinary wages for the period during which the employee is so required to wait.

### 16. Particulars of Wage to be Furnished to Employees

On the payment by the company of any wages to an employee covered by this award, whether or not such payment is required by the award to be made, the company 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 the payment is made, such particulars as may be prescribed as regards:

- (a) the date of payment;
- (b) the period in respect of which the payment is made;
- (c) time worked or work done by the employee;
- (d) matters in respect of which the payment is made;
- (e) deductions made;
- (f) the amount paid;
- (g) how the amount paid is made up.

Wages are paid in either cash, by cheque or by direct deposit into a bank account, the company to meet the cost of the EFT transactions.

### 17. Mixed Functions

- (a) The company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- (b) Any employee called upon temporarily or on relief assignment to do work of a higher skill level than that in which the employee is working shall, if so employed for two or more hours, be paid at the rate for the higher level for the whole day and, if so employed for less than two hours, shall be paid the higher rate for the time actually worked in that higher skill level.

### 18. General (cleaning)

- (a) Employees other than cleaners shall not be required to clean floors, sweep pavements, clean lavatories or clean windows, other than for the purposes of removing occasional defacements and keeping their immediate work area tidy.
- (b) The company shall engage a pest control company to treat the warehouse for book mites and other vermin as required.

### 19. Wage Increase

The Rates of Pay and Allowances set out in Part B, Monetary Rates of this Award shall be effective as from the first pay period commencing on or from 1 October, 2000. There shall be further increases in the Rates of Pay and Allowances, as follows:

<u>Percentage (%) Increase</u>	<u>Effective Date (as from the first pay thereafter)</u>
Two Percent (2%)	1 April 2001
Three Percent (3%)	1 October 2001

### 20. Award Review and Negotiations

The Company and the Shop, Distributive and Allied Employees' Association, New South Wales shall commence discussions and negotiations to review the existing award as from 1 April 2002.

#### 20A. Anti-Discrimination

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

(2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

(3) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

(4) Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

(5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by 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”.

#### 21. Area, Incidence and Duration

The award shall apply to all employees eligible to be members of the Shop, Distributive and Allied Employees' Association, New South Wales, who are employed by Harper-Collins Publishers Distribution Services at the Warehouse and Distribution Centre at Moss Vale.

This award rescinds and replaces the previous award known as the Harper Collins Publishers Distribution Services Award published 15 September 2000 (318 I.G. 839).

It shall take effect from 3 February 2001 and it shall remain in force until 30 June 2002.

**PART B****MONETARY RATES**

Adult Basic Wage: \$121.40 per week

**Table 1 - Wages**

<b>(i) Full-time employees -</b>	Rate per week \$
Level 1: Skilled	<b>591.44</b>
Level 2: Semi-skilled	<b>549.10</b>
Level 3: Semi-skilled	<b>514.49</b>
Level 4: Unskilled	<b>494.44</b>
17-year old	65% of adult wage
16-year old	60% of adult wage
<b>(ii) Part-time employees -</b>	Hourly wage \$
Level 1: Skilled	<b>15.556</b>
Level 2: Semi-skilled	<b>14.450</b>
Level 3: Semi-skilled	<b>13.539</b>
Level 4: Unskilled	<b>13.011</b>
17-year old	65% of adult wage
16-year old	60% of adult wage
<b>(iii) Casual Employees -</b>	Hourly wage \$
Level 2: Semi-skilled	<b>18.178</b>
Level 3: Semi-Skilled	<b>17.238</b>
Level 4: Unskilled	<b>16.563</b>
17-year old	65% of adult wage
16-year old	60% of adult wage
<b>(iv) Temporary Contract Employees -</b>	Hourly wage \$
Level: 4	<b>13.011</b>
17-year old	65% of adult wage
16-year old	60% of adult wage

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	1(1.5), 2(2.5)	Meal Allowance	<b>10.66</b>
2	1(1.5), 2(2.5)	Service Allowance	<b>6.09</b> per week
	1(1.5), 2(2.5)	- 3 years' service - 5 years' service	<b>9.16</b> per week
3	1(1.5), 2(2.5)	First-aid Allowance	<b>14.26</b> per week
		- Full-time employees - Part-time employees	<b>14.26</b> per week
4	1(1.5), 2(2.5), 3(3.3)	Toilet Cleaning Allowance	<b>6.20</b> per week
5	1(1.5), 2(2.5)	Laundering Allowance	<b>7.11</b> per week
6	9 (Section 2)	Locomotion Allowance	<b>0.49</b> per kilometre

T. M. KAVANAGH, *J.*

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(1267)

**SERIAL C0358**

**TAB CLERICAL AND ADMINISTRATIVE STAFF PHONETAB  
OPERATORS 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 2196 of 2001)

Before the Honourable Justice Glynn

11 April 2001

**VARIATION**

1. Delete subclauses (i) and (iii) of clause 22, Miscellaneous Provisions, of the award published 25 May 2001 (324 I.G. 1235) and insert in lieu thereof the following:

(i) Finishing At Night Allowance\*

Operators finishing shifts at or after 10.00 pm shall be entitled to an allowance of \$9.95 or have transport provided.

Operators finishing shifts at or after sunset and before 10.00 pm shall be entitled to transport to the nearest railway station.

(iii) Meal Allowance\* — If an Operator is rostered to work 10 hours or more per day, a meal allowance of \$8.70 is payable.

2. This variation shall take effect from the first full pay period to commence on or after 11 April 2001.

L. C. GLYNN *J.*

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(438)

**SERIAL C0362****MANNEQUINS AND MODELS (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern, New South Wales and another, industrial organisations of employees.

(Nos. IRC 1999 and 2001 of 2001)

Before the Honourable Justice Glynn

11 April 2001

**VARIATION**

1. Delete Item 3 of Table 2 — Other Rates and Allowances, of Part B, Monetary Rates, of the award published 9 February 2001 (322 I.G. 172), as varied, and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount
3	11(i)	Travelling allowance when required to report direct to location site	6.30 per hour
	11(iii)	Travelling allowance when work more than 40 kilometres from employer's main place of business	6.30 per hour
	11(v)	Travelling allowance when suitable transport supplied	6.30 per hour

2. This variation shall take effect from the first full pay period to commence on or after 11 April 2001.

L. C. GLYNN *J.*

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(510)

**SERIAL C0517****NURSES, &c., OTHER THAN IN HOSPITALS, &c., (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the New South Wales Nurses' Association, industrial organisation of employees.

(No. IRC 3714 of 2001)

Before Commissioner McLeay

3 July 2001

**VARIATION**

1. Delete subclause (iii) of clause 4, Salaries, of the award published 12 January 2001 (321 I.G. 527), and insert in lieu thereof the following:

(iii) The rates of pay in this award include the adjustments payable under the State Wage Case 2001. These adjustments may be offset against:

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

2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 — Salaries**

	Former Wage Rate \$	SWC May 2001 Adjustment \$	Total Rate \$
Assistant Nursing — in			
1 <sup>st</sup> year	423.20	13.00	436.20
2 <sup>nd</sup> year	434.30	13.00	447.30
3 <sup>rd</sup> year	445.50	13.00	458.50
4 <sup>th</sup> year	457.00	13.00	470.00
Enrolled Nurse —			
1 <sup>st</sup> year	465.00	13.00	478.00
2 <sup>nd</sup> year	479.00	13.00	492.00
3 <sup>rd</sup> year	498.40	15.00	513.40
4 <sup>th</sup> year	516.10	15.00	531.10
Thereafter	528.40	15.00	543.40

Registered Nurse			
1 <sup>st</sup> year	542.70	15.00	557.70
2 <sup>nd</sup> year	557.40	15.00	572.40
3 <sup>rd</sup> year	583.90	15.00	598.90
4 <sup>th</sup> year	608.20	17.00	625.20
5 <sup>th</sup> year	636.40	17.00	653.40
6 <sup>th</sup> year	664.40	17.00	681.40
7 <sup>th</sup> year	692.40	17.00	709.40
8 <sup>th</sup> year	724.50	17.00	741.50
UGI	749.30	17.00	766.30
Supervisory Nurse	762.90	17.00	779.90

**Table 2 — Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	3(iv)	Meal	6.58 per meal
2	6(i)	On Call During Meal	5.00 per day
3	6(ii)	On Call	11.91 per shift
4	17(i)	Uniform	6.03 per week
5	17(i)	Stockings	2.98 per week
6	17(ii)	Laundry	4.61 per week
7	18(i)	Vehicle Allowance Standing Charge Up to 2 litres Over 2 litres < 3.5 litres Over 3.5 litres  Vehicle Allowance Running Charge Up to 2 litres Over 2 litres < 3.5 litres Over 3.5 litres	132.98 per week 146.39 per week 150.45 per week  25.22 cents per km 28.19 cents per km 29.18 cents per km
8	18(iii)(a)	Vehicle Allowance Casual Usage	56.32 cents per km

3. This variation shall take effect from the beginning of the first pay period to commence on or after 9 July 2001.

J. McLEAY, Commissioner.

(517)

**SERIAL C0521****OCCUPATIONAL HEALTH NURSES' (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the New South Wales Nurses' Association, industrial organisation of employees.

(No. IRC 3715 of 2001)

Before Commissioner McLeay

3 July 2001

**VARIATION**

1. Delete subclause (ii) of clause 6, Salaries, of the award published 1 December 2000 (320 I.G. 836) 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 — Salaries**

	Former Wage Rate \$	SWC May 2001 Adjustment \$	Total Rate \$
Assistant in Nursing			
1st year of service	423.20	13.00	436.20
2nd year of service	434.30	13.00	447.30
3rd year of service	445.50	13.00	458.50
Thereafter	457.00	13.00	470.00
Enrolled Nurse			
1st year of service	465.00	13.00	478.00
2nd year of service	479.00	13.00	492.00
3rd year of service	498.40	15.00	513.40
4th year of service	516.10	15.00	531.10
Thereafter	528.40	15.00	543.40
Occupational Health Nurse Under Supervision -			
1st year of service	692.40	17.00	709.40
2nd year of service	724.50	17.00	741.50
Relieving Nurse	724.50	17.00	741.50

UG1 Qualification	749.30	17.00	766.30
Sole Occupational Health Nurse	749.30	17.00	766.30
Senior Occupational Health Nurse	823.50	17.00	840.50
Senior Occupational Health Nurse in Charge	863.90	17.00	880.90
Principal Occupational Health Nurse	925.50	17.00	942.50

**Table 2 — Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	5(v)	Meal Allowance	8.35 per meal
2	8(i)	Close Call	5.46 per day
3	8(ii)	Own vehicle Allowance Under 1600cc Over 1600cc	51.98 cents per km 70.48 cents per km
4	26(i)	Uniform Allowance	510.81 per annum or 9.83 per week
5	26(ii)	Laundry Allowance	5.74 per week
6	26(iii)	Stocking Allowance	3.59 per week

3. This variation shall take effect from the beginning of the first pay period to commence on or after 9 July 2001.

J. McLEAY, Commissioner.

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(707)

**SERIAL C0410****VAN SALESMEN (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Shop, Distributive and Allied Employees' Association, New South Wales, and another, industrial organisations of employees.

(Nos. IRC 2180 and 2181 of 2000)

Before Commissioner Redman

28 June 2000

**VARIATION**

1. Delete Item Nos. 2, 3, 4 and 5 of Table 2 — Other Rates and Allowances, of Part B, Monetary Rates, of the award published 3 November 1982 and reprinted 11 October 1991 (265 I.G. 391), as varied, and insert in lieu thereof the following:

Item No	Clause No	Brief Description	Amount \$
2	17	Meal Allowance	8.20 per meal
3	44(i)	Laundering Allowance - non nylon articles	7.40 per week
4	44(i)	Laundering Allowance - nylon articles	4.40 per week
5	44(iv)	Meal Allowance for working trade fairs etc., on Sundays and public holidays	8.20 per meal

2. This variation shall take effect on and from the beginning of the first pay period to commence on or after 28 June 2000.

J. N. REDMAN, Commissioner.

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(707)

**SERIAL C0409****VAN SALESMEN (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Shop, Distributive and Allied Employees' Association, New South Wales, and another, industrial organisations of employees.

(Nos. IRC 1993 and 1994 of 2001)

Before the Honourable Justice Glynn

24 April 2001

**VARIATION**

1. Delete Item Nos. 2, 3, 4 and 5 of Table 2 — Other Rates and Allowances, of Part B, Monetary Rates, of the award published 3 November 1982 and reprinted 11 October 1991 (265 I.G. 391), as varied, and insert in lieu thereof the following:

Item No	Clause No	Brief Description	Amount \$
2	17	Meal Allowance	9.10 per meal
3	44(i)	Laundering Allowance - non nylon articles	7.80 per week
4	44(i)	Laundering Allowance - nylon articles	4.70 per week
5	44(iv)	Meal Allowance for working trade fairs etc., on Sundays and public holidays	9.10 per meal

2. This variation shall take effect on and from the first pay period to commence on or after 24 April 2001.

L. C. GLYNN *J.*

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(519)

**SERIAL C0503****PASTORAL 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 5032 of 2000)

Before Mr Deputy President Grayson

14 December 2000

**VARIATION**

1. Delete subclause (ii) of clause 71, Safety Net and State Wage Case Commitments, of the award published 3 July 1998 (305 I.G. 757), 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 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.

2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 — Rates of Pay**

Clause No.	Rates for Shearers	Rate effective 8 April 2001 \$
9(a)(i)	If "not found": For flock sheep (wethers, ewes and lambs) by machine With own handpiece	170.52 per 100 173.37 per 100
9(a)(viii)	If "found": The rates prescribed for "not found" in clause 9 (a)(i) less	17.40 per day
9(a)(ix)	Engagement by the day: "Not found" "found" "Found" If using own handpiece: "Not found" "Found"	127.40 per day 110.00 per day 129.50 per day 112.10 per day

Clause No.	Rates for Crutching	Rate per 100 at sheds effective 8 April 2001 \$	Rates per 100 other than at sheds effective 8 April 2001 \$
10(a)	If "not found" — Full crutching, that is, shearing the inside and parts of the legs, between the legs, and around and above the tail. In addition when required:  Removing wool that has been struck by blowfly; and/or lifting the bottom leg and shearing that leg prior to turning the sheep to complete the shearing around and above the tail; and/or	49.50	42.60
	giving up to two blows above the tail	39.20	34.10
	All other crutching	18.80	18.80
	For wiggging or ringing For either wiggging or ringing in addition to crutching — crutching rates plus	5.10	5.10
	For wiggging or ringing	30.70	30.70
	For either wiggging or ringing in addition to crutching — crutching rates plus	8.50	8.50
	For clearing the belly of any ewe above the teats (not more than two blows of the machine or shears) — crutching rates plus	4.30	4.30
	For rams and ram stags — double the rates prescribed in paragraphs (i) to (vi) of subclause (a) of clause 9, Rates for Shearers		
	Handpiece Allowance	0.95 per 100	0.95 per 100
	For stud ewes and their lambs — one and one quarter of the rates prescribed in paragraphs (i) to (vi) of subclause (a) of the said clause 9.		
10(b)	If "found"— Piecework rates Use of own handpiece	127.40 129.50	127.40 129.50
10(c)	Per Day: If "found", the rates as per piecework rates above less	17.40 per day	17.40 per day

Clause No.	Rates for Shed Hands	Per Run effective 8 April 2001 \$
11	If "not found"— Adults: For adults with 65 days or more experience as a shed hand For adults with less than 65 days experience as a shed hand	33.49 31.98

Juniors — 18 to 20 years — With 65 work days or more experience as a shed hand With less than 65 work days experience as a shed hand	30.14 28.78
Under 18 years — With 65 work days experience as a shed hand With less than 65 work days experience as a shed hand	23.44 22.39
If "found"— The rates prescribed for adults for "not found" less	17.40 per day

Clause No.	Rates for Woolpressers	Per Kilo effective 8 April 2001 \$	Per Bale effective 8 April 2001 \$
12(a)(i)	If "not found"— For pressing: By hand By power	0.0708 0.0472	10.80 7.19
12(a)(ii)	For weighing and branding bales Minimum weekly rate (per run x no. of runs)	0.22 per bale extra 34.98 per run	
12(a)(v)	If "found" — The rates prescribed for "not found" in clause 12 (a)(i)(ii) less	17.40 per day	
12(c)	Woolpressers engaged at timework rates: If "not found" If "found"— the rate prescribed for "not found" less	34.98 per run 17.40 per day	

Clause No.	Rates for Shearing Cooks	Per Week effective 8 April 2001
13(a)	If "found" — Cooking for up to 13 persons Cooking for 13 persons and over	147.95 per day 11.40 per person per day

Clause No.	Rates for Station Hands	Base Rate \$	SWC June 2000 \$	Total Rate Per Week effective 8 April 2001\$
49(a)(i)(1)	Without keep — Station Hand Grade 1	385.40	15.00	400.40
49(a)(i)(2)	General Station Hand Grade 2	410.40	15.00	425.40

49(a)(i)(3)	Senior Station Hand			
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	Grade 3	435.50	15.00	450.50
49(a)(i)(4)	Rural Tradesperson	477.40	15.00	492.40
49(a)(iii)	Adult Station Hand engaged by the day without keep			11.76 per hour
	With Keep— The weekly rates prescribed above, less			72.27

Clause No.	Rates for Station Cooks	Base Rate \$	SWC June 2000 \$	Total Rate Per Week effective 8 April 2001 \$
49(b)	Cook who cooks for 13 persons or less on the average of the week	385.40	15.00	400.40
The cook shall not be included when counting the average number of persons cooked for.				

**Table 2 — Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Rate effective 8 April 2001 \$
1	17(d)	Learner's comb/cutters allowance	7.00 per week
2	21(a)(ii)	Sleeping quarters allowance	25.65 per night
3	21(a)(ii)	Excess travelling time allowance	9.95 per hour
4	21(b)(i)	Travelling allowance (Shearers/Crutchers only)	7.50 per day
5	21(b)(ii)	Vehicle allowance	0.23 per km
6	22(d)(i) and 54 (c)	Meat charge (if supplied by the employer)	0.34 per kg
7	25(a)	Breakdown of machinery allowance — "not found" "found" With own handpiece — "not found" "found"	104.30 per day 86.10 per day  102.60 84.50
8	30(e)	Charge for injured sheep	1.20 per sheep
9	36(g)	Leaving forfeiture — Maximum	790.08
10	38(g)	Excess rate for waiting time — Leaving or discharge	102.40 per day
11	38(h)	Excess rate for waiting time — Cut-out	102.40 per day
12	52(a)	Own horse allowance	1.75 per week
13	52(a)	Own saddle allowance	1.35 per week
14	52(c)(ii)	Jetting/spraying/swabbing sheep	0.77 per day

15	59(c)	Meal allowance — travelling	0.76 per meal
16	59(c)	Accommodation allowance — travelling	2.20 per night

3. Delete Schedule “B”, Formulae, and insert in lieu thereof the following:

**SCHEDULE "B" — Formulae**

**Shearer's Formula**

	Rate effective 8 April 2001 \$
Total Rate	429.20
Plus 20% piecework allowance — total rate x 20%	85.84
Plus 20% casual loading — total rate x 20%	85.84
Plus shearing industry allowance	189.20
— delays for wet weather	34.70
— travelling	54.10
— isolation and discomfort	66.90
— rations	33.50
Total	790.08
Rates per 100 conversion — total divided by 5	158.02
Plus disability allowance	1.20
Plus allowance for combs/cutters	11.30
Total Rate per 100	170.52
Plus payment for handpiece	2.85
Total	173.37
Crutching Rates —	
Full crutching at sheds: 29% of shearer's per 100 rate	49.50
All other crutching at sheds: 23% of shearer's per 100 rate	39.20
Full crutching other than at sheds: 25% of shearer's per 100 rate	42.60
All other crutching other than at sheds: 20% of shearer's per 100 rate	34.10
Wigging or ringing: 11% of shearer's per 100 rate	18.80
Wigging or ringing in addition: 3% of shearer's per 100 rate	5.10
Wigging and ringing: 18% of shearer's per 100 rate	30.70
Wigging and ringing in addition:	

5% of shearer's per 100 rate	8.50
Cleaning bellies, etc.:	
2.5% of shearer's per 100 rate	4.30
Lack of amenities allowance (per day)	5.60
Handpiece allowance (per 100)	0.95

	Handpiece provided effective 8 April 2001 \$	Handpiece not provided effective 8 April 2001 \$
Daily rate —		
"Not found" — Old daily rate x shearer's rate per 100 divided by old shearer's rate per 100	127.40	129.50
"Found" — Not found rate less found deduction	110.00	112.10

Learners —	Per run effective 8 April 2001
Inexperienced adult shed hand rate	31.98
Experienced adult shed hand rate	33.49
	Per week effective 8 April 2001
Combs and cutters allowance:	
62.25% of shearer's combs and cutters allowance per 100	7.00
Shearing Cook's Formula —	
Base rate	427.14
Safety Net Adjustment	15.00
Total Rate	442.14
Plus 20% casual loading — total rate x 20%	88.40
Plus 20% long hours allowance — total rate x 20	88.40
Plus shearing industry allowance	120.80
Travelling	54.00
Isolation/discomfort	66.80
Total	739.74
Daily rate — total divided by 5	147.95
Per employee per day rate — daily rate divided by 13	11.40
Shed Hands (Adult) Formulae —	Amount effective 8 April 2001
With less than 65 work days experience:	

Base rate	360.38
Safety Net Adjustment	15.00
Total rate	375.38
Plus 20% casual loading — new base wage rate x 20%	75.00
Plus shearing industry allowance	189.30
— delays for wet weather	34.70
— travelling	54.10
— isolation/discomfort	66.90
— rations	33.50
Total	639.58
Per Run	31.98
With more than 65 work days experience:	
Base rate	385.42
Safety Net Adjustment	15.00
Total rate	400.42
Plus 20% casual loading — new base wage rate x 20%	80.08
Plus shearing industry allowance	189.30
— delays for wet weather	34.70
— travelling	54.10
— isolation/discomfort	66.90
— rations	33.50
Total	669.80
Per run	33.49
Juniors:	
18-20 years:	
With 65 work days or more experience as shed hand — 90% of equivalent adult rate	30.14
With less than 65 work days experience as a shed hand — 90% of equivalent adult rate	28.78
Under 18 years:	
With 65 work days or more experience as shed hand — 70% of equivalent rate	23.44
With less than 65 work days experience as a shed hand — 70% of equivalent adult rate	22.39

Woolpresser's Formulae	Piecework effective 8 April 2001 \$	Timework effective 8 April 2001 \$
Base Rate	390.80	410.45
Safety Net Adjustment	15.00	15.00
Total	405.80	425.45

Plus 20% piecework allowance		
— total rate x 20%	81.16	85.09
Plus shearing industry allowance	189.30	189.30
— delays for wet weather	34.70	34.70
— travelling	54.10	54.10
— isolation/discomfort	66.90	66.90
— rations	33.50	33.50
Total per week	757.42	699.68
Per run — total divided by 20	34.98	34.98
— By hand — per bale — total divided by 70	10.80	10.80
— By hand — per kilo — rate divided by 152.4	0.0708	0.0708
— By power — per bale — by hand per bale rate x 2/3	7.19	7.19
— By power — per kilo — rate divided by 152.4	0.0472	0.0472

Additional Rates	Per Day effective 8 April 2001 \$
Found deduction — cooks per employee per day rate plus \$6.00 per rations	17.40
Breakdown allowance — old rate x shearer's rate per 100 divided by old shearer's rate per 100:	
Not found	
— handpiece provided	102.60
— handpiece not provided	104.30
Found	
— handpiece provided	84.50
— handpiece not provided	86.10
Waiting time — old rate x shearer's rate per 100 divided by old shearer's rate per 100	102.60
Absence from work — shearer's weekly wage equivalent (rate per 100 x 5)	791.00

4. This variation shall take effect from the beginning of the first pay period to commence on or after 8 April 2001.

J. P. GRAYSON *D.P.*

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(080)

**SERIAL C0519**

## **CANTEEN &c., WORKERS (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.

(Nos. IRC 4549 of 2001)

Before the Honourable Justice Marks

31 July 2001

**VARIATION**

1. Delete paragraph 7.1.3 of subclause 7.1 of clause 7, Wages, of the award published 17 March 2000, (314 I.G. 155) and insert in lieu thereof the following:

7.1.3 The rates of pay in this award include the adjustments payable under the State Wage Case 2001. These adjustments may be offset against:

7.1.3.1 any equivalent overaward payments; and/or

7.1.3.2 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 — Wage Rates**

GRADE	Weekly rates of pay effective from the first pay period to commence on or after 7 September 2001 \$
1	420.30
2	437.30
3	462.90
4	481.60
5	516.00
6	558.60

**Table 2 — Other Rates and Allowances**

Item No.	Clause No	Brief Description	Amount \$
1	9.2	Tool Allowance	0.57 per week
2	11.1	Meal Allowance	7.50
3	13	First Aid Allowance	9.60 per week

4	19.1	Laundry Allowance — special clothing requiring ironing	2.30 per day to a maximum of 6.90 per week
		special clothing not requiring ironing	1.30 per day to a maximum of 3.90 per week

3. This variation shall take effect from the first full pay period to commence on or after 7 September 2001.

F. MARKS *J.*

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(4099)

**SERIAL C0520**

## **SOCIAL AND COMMUNITY SERVICES EMPLOYEES RATES OF PAY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Australian Services Union of N.S.W., industrial organisation of employees.

(No. IRC 4460 of 01)

Before Mr Deputy President Grayson

17 July 2001

### **VARIATION**

1. Delete clause 7, State Wage Case Adjustments, of the award published 6 September 1996 (294 I.G. 979), as varied, and insert in lieu thereof the following:

#### **7. State Wage Case Adjustments**

The rates of pay in this award include the adjustments payable under the State Wage Case 2001. 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**

Classification	Per Annum \$
Social Welfare Assistant —	
Year 1	21,109
Year 2	22,109
Year 3	23,109
Social Welfare Worker	
Category 1 —	
Year 1	25,009
Year 2	26,216
Year 3	27,550
Year 4	28,780
Social Welfare Worker	
Category 2 —	
Year 1	29,905
Year 2	31,135
Year 3	32,365
Year 4	33,595
Year 5	34,825
Social Welfare Worker	

Category 3 —	
Year 1	36,055
Year 2	37,285
Year 3	38,515
Year 4	39,640

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount
1	8(i)	Motor Vehicle Allowance	0.46 cents per kilometre
2	8(ii)	First-aid Allowance	\$6.71 per week \$1.34 per day

3. This variation shall take effect from the first pay period to commence on or after 25 July 2001.

J. P. GRAYSON *D.P.*

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**FOOTWEAR MANUFACTURING INDUSTRY (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Textile Clothing and Footwear Union of New South Wales, industrial organisation of employees.

(No. IRC 4534 of 2001)

Before Commissioner Tabbaa

13 July 2001

**VARIATION**

1. Delete the words "State Wage Case 2000" appearing in subparagraph (2) of paragraph (i) of subclause (b) of clause 10, Rates of Pay — Post-transition Period, of the award published 9 December 1994 (282 I.G. 1002), as varied, and insert in lieu thereof the following:

"State Wage Case May 2001".

2. Delete Table 1 — Wages, of Part B, Monetary Rates, and insert in lieu thereof the following:

**Table 1 — Wages**

The following rate of pay are payable from the beginning of the first pay period to commence on or after 7 September 2001 —

## Adult Rates of Pay — Clause 10(b)(i)(1)

Classification Skill Level	Minimum Weekly Award Wage Rate * \$
Trainee	413.40
1	430.10
2	452.60
3	473.50
4	507.20
5#	548.90

\* The weekly award wage rate for ordinary hours combines the base rate, supplementary payment and arbitrated safety net adjustments and State Wage Case decisions awarded since the May 1991 Review of Wage Fixing Principles.

# Wage Band

**Junior Rates of Pay — Clause 18**

Age	Percentage of Skill Level 1 Skill Level 1 = \$430.10 %	Minimum Weekly Award Rate \$
Under 16 years of age	44	189.25
16 years and under 17 years	55	236.56
17 years and under 18 years	66	283.87

18 years and under 19 years	77	331.18
19 years and under 20 years	86	369.89
20 years and under 21 years	94	404.30
21 years of age	Appropriate Adult Rate	

**Apprentice Rates of Pay - 4 Year Term — Clause 15**

Experience Four Year Term	Percentage of Skill Level 3 Skill Level 3 = \$473.50 %	Minimum Weekly Award Rate \$
1 <sup>st</sup> Year		
1 <sup>st</sup> six months	47	225.55
2 <sup>nd</sup> six months	55	260.43
2 <sup>nd</sup> Year		
1 <sup>st</sup> six months	60	284.10
2 <sup>nd</sup> six months	65	307.78
3 <sup>rd</sup> Year		
1 <sup>st</sup> six months	75	355.13
2 <sup>nd</sup> six months	80	378.80
4 <sup>th</sup> Year		
1 <sup>st</sup> six months	90	426.15
2 <sup>nd</sup> six months	95	449.83

**Adult Apprentice Rates of Pay - 3 Year Term — Clause 15**

Experience Three Year Term	Percentage of Skill Level 3 Skill Level 3 = \$473.50 %	Minimum Weekly Award Rate \$
1 <sup>st</sup> Year		
1 <sup>st</sup> six months	60	284.10
2 <sup>nd</sup> six months	65	307.78
2 <sup>nd</sup> Year		
1 <sup>st</sup> six months	75	355.13
2 <sup>nd</sup> six months	80	378.80
3 <sup>rd</sup> Year		
1 <sup>st</sup> six months	90	426.15
2 <sup>nd</sup> six months	95	449.83

3. Delete Table 2 — Other Rates and Allowances, of the said Part B, and insert in lieu thereof the following:

**Table 2 — Other Rates and Allowances**

The allowances in this table shall be payable from the beginning of the first pay period to commence on or after 7 September 2001.

Item No.	Clause No.	Brief Description	Amount \$
1	12	Leading Hands — 3 to 10	18.85 per week
2		11 to 20	28.80 per week
3		21 or more	36.15 per week
4	28(d)	Meal allowance	7.30
5	30(f)(ii)	Change of shift without 2 days' notice	13.90
6	47	First-aid Attendants — 1-50 employees	8.50 per week
7		51 employees or more	10.70 per week

4. 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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(372)

**SERIAL C0515****HAIRDRESSERS' &c., (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales Branch, industrial organisation of employees

(No. IRC 3761 of 2001)

Before Commissioner Cambridge

6 July and 10 August 2001

**VARIATION**

1. Delete subclause (iv) of clause 10, State Wage Case Adjustments, of the award published 3 November 2000 (319 I.G. 1017), as varied, and insert in lieu thereof the following:

(iv) The rates of pay in this award include the adjustments payable under the State Wage Cases of 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 2 — Other Rates and Allowances of Part B, Monetary Rates, and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 — Wages**

Level	Classification	Base Rate \$	SWC 2001 \$	Total Rate \$
1	Wigmaker Employees, male and female, doing work on or in connection with the making of toupees or other hair pieces and/or doing boardwork generally.	492.20	15.00	507.20
	Adult Employee Hairdresser doing mens' and/or ladies hairdressing	492.20	15.00	507.20
2	Receptionist/Salon Assistant 21 years of age and over	462.45	13.00	475.45
3	Beautician, Electropodist, Chirpodist All as defined	458.20	13.00	471.20
4	Manicurist as defined over 18 years of age	445.45	13.00	458.45

5	Manicurist over 18 years of age but less than 21 years of age, entering the industry without experience	383.00	13.00	396.00
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**Table 2 — Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Existing Allowances \$	Amount \$
1	7(v)	Meal allowance	6.00 per meal	6.70
2	9(iv)	Employee in charge per week	26.80 per week	27.60
3	13(ii)	Tool allowance	6.40 per week	6.80
4	14	Health Department per hour	0.77 per hour	0.79
5	15	Laundering of uniforms	4.30 per week	4.75
6	16	First-aid allowance	7.60 per week	7.85
7	18	Transport allowance	0.58 per km	0.61

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.

3. This variation shall take effect from the first full pay period to commence on or after 25 July 2001.

I. W. CAMBRIDGE, Commissioner.

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**SERIAL C0393****OBSOLETE AWARDS**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Notices of Award Reviews pursuant to section 19 of the *Industrial Relations Act* 1996.

(Nos. IRC 4612 and 5355 of 1999)

Before Mr Deputy President Sams

19 April 2001

**ORDER OF RESCISSION**

The Industrial Relations Commission of New South Wales orders that the following awards be rescinded on and from 19 April 2001:

Award Code	Award Title
4212	Draughtsmen, Planners, Technical Officers Family Leave Provisions (State) Award published 8 March 1996 (291 I.G. 57), as varied.
5025	Draughtsmen, Planners, Technical Officers, &c., Redundancy (State) Award published 31 March 1995 (284 I.G. 1053).

P. J. SAMS, *D.P.*

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# INDUSTRIAL GAZETTE

## VOLUME 327

# INDEX

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### Key to Abbreviations Used:

<i>(ACC)</i>	—	<i>Award of Conciliation Commissioner/Committee.</i>
<i>(AIC)</i>	—	<i>Award of Industrial Commission.</i>
<i>(AIRC)</i>	—	<i>Award of Industrial Relations Commission.</i>
<i>(AR)</i>	—	<i>Award Reprint (Consolidation).</i>
<i>(ART)</i>	—	<i>Award of Retail Trade Industrial Tribunal.</i>
<i>(CD)</i>	—	<i>Contract Determination.</i>
<i>(ERR)</i>	—	<i>Erratum.</i>
<i>(OCC)</i>	—	<i>Order of Conciliation Commissioner.</i>
<i>(OIC)</i>	—	<i>Order of Industrial Commission.</i>
<i>(OIRC)</i>	—	<i>Order of Industrial Relations Commission.</i>
<i>(OIR)</i>	—	<i>Order of Industrial Registrar.</i>
<i>(RIRC)</i>	—	<i>Reviewed Award.</i>
<i>(RVIRC)</i>	—	<i>Variation - Reviewed Award.</i>
<i>(VCC)</i>	—	<i>Variation by Conciliation Commissioner/Committee.</i>
<i>(VCD)</i>	—	<i>Variation of Contract Determination.</i>
<i>(VIC)</i>	—	<i>Variation by Industrial Commission.</i>
<i>(VIR)</i>	—	<i>Variation by Industrial Registrar.</i>
<i>(VIRC)</i>	—	<i>Variation by Industrial Relations Commission.</i>
<i>(VRT)</i>	—	<i>Variation by Retail Trade Industrial Tribunal.</i>
<i>(VSW)</i>	—	<i>Variation following State Wage Case.</i>

## INDEX

## Awards and Determination —

## Awards Made, Varied or Rescinded —

Australian Broadcasting Corporation Sydney Accommodation Project	(AIRC)	702
Australian Jockey Club-Electrical and Plumbing Enterprise Award 2000	(AIRC)	1168
AWU New South Wales Thoroughbred Racing Board (State)	(VIRC)	234
Boarding House Staff (Independent Schools) (State)	(RIRC)	454
Bootmakers and Heel Bar Operatives, &c. (State)	(RIRC)	428
Bradfield College (Department of Education and Training) Salaries and Conditions	(AIRC)	886
Building and Construction Industry (State)	(RIRC)	279
Canteen &c., Workers (State)	(VIRC)	1247
Charitable Institutions (Professional Paramedical Staff) (State)	(RIRC)	399
Clerical and Administrative Employees (John Fairfax Publications) Award 2000	(AIRC)	719
Clerical and Administrative Employees (State)	(VIRC)	738
	(VIRC)	751
Clerical Employees In Metropolitan Newspapers (State)	(VIRC)	225
Club Industry (Variety Artists) (State) Award 2001	(RIRC)	768
Coal Superintending Samplers (State)	(VIRC)	232
Corks and Cork Products Manufacture (State)	(VIRC)	498
Crown Employees (Aboriginal Housing Office 2000)	(RIRC)	671
Crown Employees (Institute Managers in TAFE) Salaries and Conditions	(AIRC)	872
Crown Employees (Nurses, Department of Juvenile Justice)	(RIRC)	926
Crown Employees (Officer in Charge Allowance — NSW Agriculture)	(ERR)	241
Crown Employees (Police Service of New South Wales (Nurses))	(RIRC)	1128
Crown Employees (Prison Officers, Department of Corrective Services)	(RIRC)	677
Crown Employees (Public Service Training Wage) Award 2000	(VIRC)	228
Crown Employees (Research Scientists 2001)	(RIRC)	921
Crown Employees (Saturday School of Community Languages)	(RIRC)	695
Crown Employees (Senior Officers Salaries 1997)	(RIRC)	904
Crown Employees (Sheriff's Officers)	(AIRC)	899
Crown Employees (State) Library Security Staff)	(RIRC)	916
Crown Employees (Student Police Officers)	(RIRC)	154
Crown Employees (Teachers In Schools and TAFE and Related Employees) Salaries and Conditions	(AR)	582
Crown Employees (Technical Officers — Treasury)	(RIRC)	910
Division of General Practice (State) Award-1999	(RIRC)	839
Draughtsmen, Planners, Technical Officers, &c. (State)	(RIRC)	1058
Drug Factories (State)	(VIRC)	1010
Educators (Life Education) (State) Award 1997	(RIRC)	130
Electrical, Electronic and Communications Contracting Industry (State)	(VIRC)	219
Electricians, &c. (State)	(VIRC)	747
Farriers (State)	(RIRC)	1019
Footwear Manufacturing Industry (State)	(VIRC)	1251
Forestry Commission of New South Wales (Trading as State Forests of NSW) Senior Staff	(RIRC)	1122
Gomail NSW Enterprise	(AIRC)	1138

Hairdressers' &c., (State)	(VIRC)	1254
Harper Collins Publishers Distribution Services Award 2002	(AIRC)	1210
Ice Cream Cold Storage (State)	(RIRC)	507
Ice Cream Makers (State)	(RIRC)	1037
Kilpatrick Green Pty Ltd BHP Enterprise Award 1998	(ORIC)	1015
Kilpatrick Green Pty Ltd Sydney Enterprise Award 1998	(OIRC)	1016
Mannequins and Models (State)	(VIRC)	1232
Margarine Makers (State)	(RIRC)	163
Metal Trades (Training Wage) (State)	(VIRC)	496
Miscellaneous Workers' — General Services (State)	(VIRC)	745
Miscellaneous Workers — Kindergartens and Child Care Centres (SDN Children's Services) (Conditions of Employment) (State)	(RIRC)	473
Montessori Schools and/or Pre-School Portability of Long Service Leave	(RIRC)	480
Motels, Accommodation and Resorts (State)	(RIRC)	244
	(VIRC)	741
Motor Ferries (State)	(RIRC)	787
Motor Vehicle Salesperson (State)	(VIRC)	223
	(VIRC)	757
	(VIRC)	758
New South Wales Lotteries Corporation (Conditions of Employment) 1998	(RIRC)	943
New South Wales Lotteries Corporation (Salaries and Allowances ) 2000	(RIRC)	935
New South Wales TAFE Commission (Graphic Arts Section, Sydney Institute of Technology) Consent Interim	(RIRC)	660
Nurses, &c., Other Than In Hospitals, &c., (State)	(VIRC)	1233
Occupational Health Nurses (State)	(VIRC)	1235
Olympic Village Decommissioning Industrial Relations Project	(AIRC)	204
Pastoral Employees (State)	(VIRC)	1239
Pastry Cooks (Specified Wholesalers)	(RIRC)	819
Private Hospital Industry Nurses' (State)	(RIRC)	1
Private Hospitals and Aged and Disability Care Services Industry Redundancy (State), The	(RIRC)	487
Race Clubs Employees (State)	(RIRC)	95
Refinery Operators Shell Refining (Australia) Pty Ltd Award 2000	(AIRC)	1181
Restaurant, &c., Employees' Retail Shops (State)	(RIRC)	368
Retail Services Employees (State)	(VIRC)	753
Shop Employees (State)	(VIRC)	742
Social and Community Services Employees Rates of Pay (State)	(VIRC)	1249
Storemen and Packers — Grocery and Variety Warehouse (State) Superannuation	(RIRC)	202
Stoworkers-IGA Distribution Pty Limited NSW Distribution Centres Reviewed Award 2001	(RIRC)	560
Sydney Aquarium Staff (State) Award 1998	(AIRC)	1147
TAB Clerical and Administrative Staff Phonetab Operators Award 2000	(VIRC)	1231
Taxi Industry (Contract Drivers) Contract Determination, 1984	(VIRC)	236
Transport Industry — Petroleum, &c., Distribution (State)	(RIRC)	62
Transport Industry — Quarried Materials (State)	(RIRC)	39
Van Sales Employees' (State)	(RIRC)	529
Van Salesmen (State)	(VIRC)	1237
	(VIRC)	1238
Vegetable Oils, &c., Employees (State)	(RIRC)	183
	(VIRC)	1017
Vehicle Industry — Repair Services and Retail (State)	(VIRC)	761
Warehouse Employees' — General (State)	(VIRC)	1008
Warehouse Employees Drug (State)	(VIRC)	1013
Wholesale Fruit and Vegetable Employees (State)	(VIRC)	762

---

Wire Drawn Ferries (State)	(RIRC)	802
Enterprise Agreement —		
Contract Agreements Approved by the Industrial Relations Commission		500
Enterprise Agreements Approved by the Industrial Relations Commission		501
Enterprise Agreements Approved By the Industrial Relations Commission		763
Obsolete Awards —		
Blue Circle Cement Workers (Berrima)		243
Blue Circle Cement Workers (Marulan)		243
Boral Resources (Country) Pty Ltd Transport Award 1997		243
Draughtsmen Planners, Technical Officers Family Leave Provisions (State)		1256
Draughtsmen Planners, Technical Officers, &c., Redundancy (State)		1256