



NEW SOUTH WALES
INDUSTRIAL GAZETTE

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(0013)

SERIAL C0634**CROWN EMPLOYEES (SECURITY AND GENERAL SERVICES)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3491 of 1999)

Before Commissioner Redman

19 October 2000

REVIEWED AWARD**ARRANGEMENT**

Clause No	Subject Matter
1.	Arrangement
2.	Monetary Rates
3.	Definitions
4.	Contract of Employment
5.	Hours
6.	Rostered Days Off Duty
7.	Rates of Pay
7A.	Enterprise Consultation
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PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Allowances

3. DEFINITIONS**(i) SECURITY OFFICER - GRADE 1**

Means a person employed in one or more of the following capacities:

- (a) to watch, guard or protect persons and/or premises and/or property,
- (b) to respond to basic fire/security alarms at their designated site,
- (c) to monitor a single closed circuit television unit recording from a stationary camera,
- (d) as an employee stationed at an entrance and/or exit whose principal duties shall include the control of movement of persons, vehicles, goods and/or property coming out of or going into premises or property and including vehicles carrying loads of any description. This is to ensure that the quantity and description of such goods accords with the requirements of the relevant document and/or gate pass. The employee may also have other duties to perform, including as an area or door attendant or commissionaire in a commercial building;

A security officer Grade 1 may perform incidental duties that need not be of a security nature.

(ii) SECURITY OFFICER - GRADE 2

Means a person who is employed as one of the following:

- (a) A mobile patrol officer. This means an employee who is required to patrol two or more premises in a vehicle. It also includes a security officer who, in order to perform his/her designated duties is required, as an integral part of those duties, to use a motor vehicle, or
- (b) A security officer who, as part of the shift or duty is required to monitor and act upon intrusion, detection equipment or access control equipment terminating in a televised display or computerised print-out;

A security officer Grade 2 may perform incidental duties which need not be of a security nature.

- (c) A caretaker whose presence is required for the protection, good order or convenient use of premises, and/or the cleanliness or upkeep of such, including routine or minor maintenance, but the work is not of a nature that requires a qualified tradesperson. A caretaker may also be required to receive and distribute stores.

(iii) SECURITY OFFICER - GRADE 3

Means a person employed substantially in a security and/or data input and/or a monitoring function within a central station and principally occupied in one or more of the following duties -

Monitoring, recording, inputting information or reacting to signals and instruments related to electronic surveillance of any kind; co-ordinating, checking or recording the activities of mobile patrol officers and static security officers; operating or monitoring any medium of verbal communication; or

A person who in addition to performing the duties defined in Grade 2(b), monitors or acts upon integrated intelligent building management systems terminating at a visual display unit or computerised printout that has the capacity for and requires data input from the security officer.

- (iv) GENERAL SERVICES OFFICER GRADE 1 - An employee engaged as a General Service Officer Grade 1 may be required to carry out a range of duties, which may include:

Making and/or serving morning or afternoon teas or lunches or other meals including washing up and other duties in connection with such work. In addition they may undertake a range of routine tasks under close supervision with set instructions, including basic clerical functions.

- (v) GENERAL SERVICES OFFICER GRADE 2 - An employee engaged as a General Service Officer Grade 2 may be required to carry out a range of duties, which may include:

Cleaning work of any description or the bringing into or maintaining of premises in a clean condition in Government offices, courthouses, police stations, technical colleges and other Government establishments.

- (vi) GENERAL SERVICES OFFICER GRADE 3 - An employee engaged as a General Service Officer Grade 3 may be required to carry out a range of duties which may include but not be limited to any of the following:

- (a) Pick up and delivery of parcels, goods and furniture
- (b) General maintenance of departmental cars and parking areas
- (c) Furniture removal and storage
- (d) Driving of departmental motor vehicles as required including loading and unloading
- (e) Relief security duties
- (f) or clerical functions as required
- (g) or cleaning and gardening as required
- (h) Other duties as required
- (i) Routine or minor maintenance of such a nature so as not to require a qualified tradesperson

- (vii) Weekly Employee means an employee engaged and paid by the week or fortnight, as the case may be.

- (viii) Part-Time Employee means an employee engaged by the week but who is required to work a constant number of ordinary hours each week less than the ordinary number of hours prescribed for weekly employees.

- (ix) Casual Employee means an employee engaged and paid as such and who may be employed for a period of not more than ten (10) consecutive working days for each engagement but shall not include an employee required to work a constant number of ordinary hours each week.

- (x) Seven Day Shift Worker: for purposes of this award, a seven day shift worker means an employee whose ordinary working period includes Saturdays, Sundays and/or Public Holidays on which the employee may be regularly rostered for work.

- (xi) Day means the period from midnight to midnight.

- (xii) Night Shift means any shift finishing subsequent to midnight and at or before 8.00 a.m. or any shift commencing at or after midnight and before 5.00 a.m.

- (xiii) Afternoon Shift means any shift finishing after 6.00 p.m. and at or before midnight.

- (xiv) Early Morning Shift means any shift commencing at or after 5.00 a.m. and before 6.30 a.m.

- (xv) Night Shift, non-rotating means any shift system in which night shifts are worked which do not rotate or alternate with another shift so as to give the employee at least one third of the employee's working time off night shift in each roster cycle.
- (xvi) Broken Shifts means the working of two or more shifts per day by an employee within the ordinary hours as specified in subclause (iii) of clause (5), Hours.
- (xvii) Union means The Australian Liquor Hospitality & Miscellaneous Workers Union, New South Wales Branch.

4. CONTRACT OF EMPLOYMENT

- (i) Employees under this award shall be engaged either as weekly employees, part-time employees, or casual employees.
- (ii) An employer may direct an employee covered by this award to carry out such duties as are within the limits of the employee's skill, competence and training.
- (iii) The employer shall clearly display at some place accessible to the employees, the commencing and ceasing time of ordinary hours of work. One week's notice must be given for any change to such hours, otherwise payment of overtime is incurred. Less than one week's notice may be given by mutual agreement between the employer and the employee.
- (iv) The employment of any employee other than a casual employee shall be terminated only by one week's notice or by the payment or forfeiture, as the case may be, of one week's wages in lieu thereof.
- (v) The employment of a resident Security Officer Grade 2b or 2c (as defined) engaged by the week shall be terminated only by three weeks' notice or by the payment or forfeiture, as the case may be, of three week's wages in lieu thereof.
- (vi) The employment of a casual employee may be terminated by one hour's notice.
- (vii) Notwithstanding the foregoing provisions, the employer may dismiss an employee at any time for misconduct or wilful disobedience and then shall be liable for payment only up to the time of dismissal.
- (viii) Termination of employment by an employer shall not be harsh, unjust, or unreasonable.

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

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

- (ix) On the termination of employment the employer shall, at the request of the employee, give such employee a statement signed by the employer, stating the period of employment and when the employment terminated.
- (x) On the termination of employment an employee shall return to the employer all uniforms, identity cards, vehicles, keys and all other items issued to employees.
- (xi) Mechanisation and Technological Changes - Three months notice of termination of employment must be given to an employee who has been employed for at least twelve months and has had their services terminated on account of the introduction or proposed introduction by an employer of mechanisation or technological changes in the industry in which the employer is engaged. This applies notwithstanding the provisions of subclauses (iii) and (iv).

(xii) If there is a failure to give such notice in full:

- (a) the employee shall be paid at the rate specified for the employee's ordinary classification set out in Part B, Table 1 of this award, for a period equal to the difference between three months and the period of the notice given; and
- (b) the period of notice required by this subclause to be given shall be deemed to be service with the employer for the purpose of the *Long Service Leave Act, 1955*, the *Annual Holidays Act, 1944*, *Public Sector Management Act 1988* or any Act, amending or replacing any of those Acts. The right of the employer summarily to dismiss an employee for the reasons specified in subclause (vi), of this clause, shall not be prejudiced by the fact that the employee has been given notice pursuant to this subclause of the termination of the employment.

An employer who gives an employee notice of the termination of employment on grounds as set out in subclause (xi), must within fourteen days thereafter, give notification of the fact in writing to the Industrial Registrar, the Director-General, Department of Education and Training and the Secretary of The Australian Liquor Hospitality and Miscellaneous Workers' Union of Australia, New South Wales Branch. The employer must state the employee's name, address and usual occupation and the date when the employment terminated in accordance with the notice given.

5. HOURS

(i) SECURITY OFFICERS: (Other than Caretakers)

- (a) Subject to the provisions of clause 6, Rostered Days Off Duty, ordinary hours of Security Officers shall not exceed one hundred and fifty-two in each roster period of twenty consecutive days. Such hours shall be worked in not more than twenty shifts in each roster period. The shifts shall not be more than eight consecutive hours in duration and only one shift shall be worked in any period of twenty-four hours.
- (b) Except in the case of change of shifts, notice of which has been given in accordance with subclause (ii), of clause 4, Contract of Employment, of this award, not more than six consecutive shifts in any period of seven consecutive days shall be worked without the payment of overtime.
- (c) The arrangement of working hours, as set out herein may be altered by agreement between the employer and the union.
- (d) In all cases work shifts shall be continuous and time shall start from the commencement of the shift.
- (e) After four hours and no later than five hours from the commencement of each shift, a crib time of not less than thirty minutes shall be allowed, where it is reasonably practicable to do so. Time allowed as crib time will be regarded as time worked and shall be paid for as such.

(ii) CARETAKERS:

- (a) The ordinary working hours, exclusive of meal breaks, shall be an average of 38 per week. The hours shall be worked in shifts of no more than 8 hours duration from Monday to Friday inclusive.

In establishments operating Monday to Sunday the ordinary working hours shall be an average of 38 per week. The hours shall be worked in 5 shifts of no more than 8 hours duration from Monday to Sunday inclusive.

- (b) The employer shall fix the time for working such hours on such days in one, two or three shifts.

(iii) GENERAL SERVICE OFFICERS GRADE 2 & 3, (CLEANERS AND BASEMENT ATTENDANTS)

The ordinary working hours, exclusive of meal breaks, shall not exceed an average of thirty-eight per week. Such hours shall be worked as follows -

- (a) Day Workers: Between 6.30 a.m. and 6.00 p.m. Monday to Friday, inclusive. These hours shall be worked on each day in one or two shifts of not more than eight hours total duration. An employee may commence thirty minutes earlier than the normal starting time or the ceasing time may be extended by thirty minutes. This thirty minutes may be divided between the starting and ceasing time if mutually agreed to by the employer and the employee.
- (b) Afternoon Shift Workers: Between 4.00 p.m. and 12 midnight, Monday to Friday, inclusive, to be worked in one shift of no more than eight hours daily.
- (c) Early Morning Shift Workers: Between 5.00 a.m. and 2.00 p.m., Monday to Friday, inclusive, to be worked in one shift daily of no more than eight hours' duration.
- (d) Broken Shift Workers: Between 6.30 a.m. and 6.00 p.m. Monday to Friday inclusive, to be worked in two shifts daily, subject to the provisions of subclause (a) with respect to alterations in starting and ceasing times.
- (e) Night Shift Workers: Five shifts of not more than eight hours each, between 10.00 p.m. on Sundays and 6.30 a.m. on the succeeding day (Sunday to Friday) or five shifts of not more than eight hours between 6.00 p.m. and 6.30 a.m. on each day, Monday to Saturday, inclusive.
- (f) In establishments operating from Monday to Sunday the ordinary working hours shall be an average of 38 per week which shall be worked in 5 shifts of no more than 8 hours duration from Monday to Sunday inclusive. This is subject to the provisions of paragraphs (a), (b), (c), (d) and (e) of this subclause.

(iv) GENERAL SERVICES OFFICER GRADE 1

The ordinary working hours, exclusive of meal times, shall not exceed an average of thirty-eight per week or eight per day. Such hours shall be worked in one or two shifts per day between 7.00 a.m. and 6.00 p.m. Monday to Friday inclusive.

In establishments operating from Monday to Sunday the ordinary working hours shall be an average of 38 per week, which shall be worked in one or two shifts per day between 7 a.m. and 6 p.m. from Monday to Sunday inclusive.

(v) CASUAL EMPLOYEES

For casual employees the ordinary working hours shall not exceed eight hours on any day or night or shift without the payment of overtime.

(vi) MEAL BREAKS: (Other than Security Officers)

A meal break of not less than thirty minutes and not more than one hour shall be allowed for a meal. An employee shall not be required to work for more than five hours without a meal break. The provisions of this subclause shall also apply to Caretakers (Security Officer Grade 2).

6. ROSTERED DAYS OFF DUTY

(i) Four-Week Work Cycle - Accrual Provisions:

(a) Shiftworkers - Weekly Employees

Employees on shift work shall accrue 0.4 of an hour for each eight-hour shift worked to allow one complete shift to be taken off as a paid shift during every shift cycle. This shift shall be paid for at the appropriate shift rate as prescribed by clause 9, Shift Allowances, of this award.

(b) Dayworkers - Weekly Employees

The ordinary working hours shall be worked as a twenty-day four-week cycle, Monday to Friday inclusive. The cycle consists of nineteen working days of eight hours each, with 0.4 of one hour on each day worked accruing as an entitlement to take the twentieth day in each cycle as a day off paid for as though worked.

(c) Part-Time Employees

Accrual of rostered day off credits for part-time employees may be accounted for in the calculation of the part-time rates. The rate includes provision for automatic crediting of one twentieth of all time worked towards rostered days actually taken, as provided for in subclause (iii) (f) of this clause.

(ii) Accrual and Paid Leave:

Each day of paid leave taken (excluding long service/extended leave and workers' compensation/accident leave) and leave without pay during periods of closedowns occurring during any cycle of four weeks, shall be regarded as a day worked for accrual provisions.

(iii) Rostering - Four Week Cycle:

- (a) Rostered days off shall be scheduled by mutual agreement between employees and the employer. This does not preclude an individual employee with the employer's agreement, substituting another day for their rostered day off.
- (b) Except as provided by paragraph (c) of this subclause, at least four weeks notice shall be given to an employee of the weekday he/she is to be rostered off duty.
- (c) In the case of a breakdown of machinery or to meet the requirements of the establishment, the employer may, with the agreement of the majority of employees concerned, substitute another day for the employee's rostered day off.
- (d) Under normal conditions, employees on a rostered day off that coincides with a pay day will be paid no later than the working day immediately following pay day.
- (e) Rostered days off may accumulate and in the case of school/college locations may be scheduled during vacation periods to suit the needs of the employer. Dates for the taking of such accumulated leave shall be agreed between the employer and the employee.

(iv) Rostered Day Off Falling on a Public Holiday:

In the event of an employee's rostered day off falling on a public holiday, the employee and the employer shall agree to an alternative day off duty as a substitute. In the absence of agreement the substituted day shall be determined by the employer.

(v) Work on Rostered Day Off Duty:

Subject to subclause (iii), Rostered - Four Week Cycle, of this clause, any employee required to work on their rostered day off shall be paid in accordance with the provisions of clause 17, Overtime, of this Award.

(vi) Sick Leave and Rostered Days Off:

Employees are not eligible for sick leave in respect of absences on rostered days off as such absences are outside their ordinary hours of duty.

7. RATES OF PAY

Rates of pay and allowances for classifications covered by this Award are provided for by the Crown Employees Wages Staff (Rates of Pay) Award 1998 or any instrument replacing such.

- (i) Weekly Employees - A weekly employee shall be paid according to the rate for the classification as set out in Table 1 of Part B of the Award.

- (ii) Part-Time Employees -

General Services Officer Grade 2 (Cleaners)

- (a) Part-time employees shall be paid at an hourly rate as set out in Table 2 of Part B for all ordinary time worked and for all paid leave.
- (b) The part-time rate includes provision for automatic crediting of one twentieth of all time worked towards rostered days as provided for in paragraph (c) of subclause (i) of clause 6, Rostered Days Off Duty.
- (c) The hourly rate prescribed by paragraph (a) of this subclause will be adjusted by the percentage movements in the weekly rate for a General Services Officer Grade 2 in subclause (i).

All Other Part time Employees:

- (a) For each hour worked during ordinary time, part time employees shall be paid the hourly equivalent of the appropriate weekly rate of pay prescribed by subclause (i) of this clause plus an additional amount of ten per cent.
- (b) The hourly equivalent for the purposes of this subclause shall be based on 38 hours where a part-time employee is not accruing credits towards rostered days off but is paid only for hours worked.
- (c) The hourly equivalent for the purposes of this subclause shall be based on 40 hours where a part-time employee is accruing credit for time worked towards rostered days off as provided for in paragraph (c) of subclause (i) of clause 6 Rostered Days Off Duty.

A minimum payment of three hours shall be made for each start. Part-time cleaners in small locations may be engaged on two hours per start where the total assessed cleaning area is 500 square metres or more, and no less than one hour per shift where the total assessed cleaning area is less than 500 square metres.

- (iii) Casual Employees:

- (a) A casual employee for working ordinary time shall be paid per hour one thirty-eighth of the weekly wage prescribed by this award for the class of work performed, plus 15 per cent.
- (b) A minimum payment of four hours shall be made for each start in the case of security officers and three hours for each start in the case of all other employees.
- (iv) The hourly rates of pay prescribed in subclause (ii) and (iii) of this clause, shall be calculated to the nearest whole cent.

7A. ENTERPRISE CONSULTATION

Enterprises covered by this award shall establish a consultative mechanism and procedures appropriate to their size, structure and needs for consultation and negotiation on matters affecting their efficiency and productivity.

8. ADDITIONAL RATES

- (i) LEADING HANDS ALLOWANCE:

Employees placed in charge of other employees shall be paid a weekly amount as set out in Item 1 of Table 2 in addition to their ordinary wages:

(ii) QUALIFICATION ALLOWANCE:

An employee acting as a leading hand or a caretaker who has successfully completed a Cleaning Supervisors' Course or a course deemed by the employer to be of equivalent qualification, shall be paid an additional weekly amount as set out in Item 2 of Table 2. This amount shall be part of the ordinary rate of pay for all award purposes.

(iii) FIRST AID ALLOWANCE:

An employee who is a qualified first-aid attendant and is employed to carry out the duties of a qualified first-aid attendant shall be paid an additional weekly amount as set out in Item 3 of Table 2.

(iv) BOILER ATTENDANT'S CERTIFICATE

An employee required to hold a Boiler Attendant's Certificate shall be paid a weekly allowance as set out in Item 4 of Table 2 in addition to the ordinary rate of pay.

(v) REFRIGERATION DRIVER'S CERTIFICATE

An employee required to hold a Refrigeration Driver's Certificate of competency, 1st or 2nd Class (Air Conditioning) shall be paid a weekly allowance as set out in Item 5 of Table 2 in addition to the ordinary rate of pay.

(vi) CONTINGENCY ALLOWANCE:

Employees engaged on any or all of the following duties

- (a) refuse disposal and/or sorting for incinerators and furnaces,
- (b) cleaning of ablution facilities,
- (c) clearing of minor plumbing blockages,
- (d) receiving appropriate stores or minor repair of non-electrical equipment,

shall be paid a weekly allowance as set out in Item 6 of Table 2.

(vii) TOILET ALLOWANCE:

An employee required to work in lavatories, on outside steps, outside marble or outside brass or required to scrub marble, terrazzo, rubber floor corridors or stairs which necessitate the employee kneeling shall be paid an additional weekly amount as set out in Item 7 of Table 2.

The cleaning of single sex lavatories may be undertaken by both male and female cleaners as long as appropriate steps are taken to ensure that the lavatories are not in use at the time of cleaning. Appropriate warning signs are to be supplied by the employer.

The toilet allowance is not applicable for an employee receiving the contingency allowance set out in Item 6 of Table 2.

(viii) MULTI-PURPOSE MACHINES ALLOWANCE:

Employees required to use multi-purpose machines, mobile sweeping machine and other similar mechanical equipment or operate fork lifts shall whilst so employed be paid an additional amount per shift or part thereof as set out in Item 8 of Table 2.

NOTE: A multi-purpose machine is one that performs three or more functions.

(ix) FURNITURE REMOVAL ALLOWANCE:

Cleaners required to be engaged in furniture removal for more than three hours on any day or shift shall be paid an additional allowance per shift as set out in Item 9 of Table 2.

(x) TORCHES:

Where an employee is required to carry a torch it shall be provided and maintained in full working order by the employer. Employees providing their own torches shall be paid an allowance per shift as set out in Item 10 of Table 2 to cover the replacement of torch globes and batteries.

(xi) LAUNDRY ALLOWANCE:

Overalls and coveralls and any uniform where supplied or required to be worn by the employee shall be laundered or dry-cleaned at the employer's expense. In lieu of this, a laundry allowance as set out in Item 11 of Table 2 may be paid for each ordinary shift worked. In the case of security officers this subclause shall apply to shifts worked in accordance with the provisions of clause 5 (b), Hours of this award.

(xii) LOCOMOTION ALLOWANCE:

An employee required by the employer to use a motor cycle or other motor vehicle shall have such vehicle supplied and maintained by the employer. If the employee uses his/her own vehicle they shall be reimbursed each week for each shift worked at the rate set out in Item 12 of Table 2. The employer shall reimburse the employee for the cost of fuel used on the employer's business. In the case of an employee providing a bicycle for use in the employer's business the payment shall be as set out in Item 14 of Table 2 for each shift worked.

The locomotion allowance shall only be paid where the use of a motor vehicle etc. is essential to the performance of an employee's main function.

The locomotion allowance does not apply to caretakers, who are eligible to receive allowances in accordance with Item 13 of Table 2. An employee receiving the locomotion allowance is not eligible to also receive a motor vehicle allowance as set out in Item 13.

(xiii) MOTOR VEHICLE ALLOWANCES:

- (a) Employees authorised to use a private motor vehicle in the performance of their duties where no public transport is available, or where the use of public transport is not appropriate for the particular duty concerned, shall be paid additional rates as set out in Item 13 of Table 2.
- (b) The rates contained in paragraph (a) are based on and shall move in accordance with the "Official Business Rate" payable under the provisions of the Crown Employees (Public Service Conditions of Employment 1997) Award, as varied, or any replacement award.
- (c) Where public transport is available employees may use such transport for approved travel and be reimbursed with the costs incurred.
- (d) Employees may elect to use a private motor vehicle (where the use of such is so authorised) and be paid additional rates as set out in Item 14 of Table 2 up to the cost of the available public transport.
- (e) An employee receiving a motor vehicle allowance pursuant to this subclause shall not also receive a locomotion allowance under Item 12 of Table 2.

9. SHIFT ALLOWANCES

- (i) The following additional allowances for shift work shall be paid to employees other than Caretakers in respect of work performed during ordinary hours of shift as defined in subclauses (xii), (xiii), (xiv), (xv) and (xvi), of clause 3, Definitions, of this award:

	PERCENTAGE
Early Morning Shift	10
Afternoon Shift	15
Night Shift, rotating with day or afternoon shift	17.5
Night Shift, non-rotating	30

(ii) CARETAKERS:

The following additional allowances shall be paid per hour:

Between the hours of 9.00 p.m. and midnight -	15%
Between the hours of midnight and 6.00 a.m. -	30%

(iii) BROKEN SHIFTS

- (a) Employees working broken shifts shall be paid an additional daily amount as set out in Item 15 of Table 2 of Part B of the Award for each day so worked.
- (b) Employees working broken shifts shall also be paid a weekly excess fares allowance as set out in Item 15 of Table 2 of Part B of the Award.

NOTE: An employee receiving broken shift allowance under the provisions of this subclause shall not receive the allowances provided for under subclause (i) and (ii) of this clause.

10. SATURDAY AND SUNDAY WORK DURING ORDINARY HOURS.

- (i) Employees required to work their ordinary hours on a Saturday or Sunday shall be paid for all time so worked at the following rates:

Saturday Work	time and one-half
Sunday Work	double time
- (ii) The allowances prescribed in this clause shall be in substitution for and not cumulative upon, the shift work allowances prescribed in clause 9, Shift Allowances, of this award.
- (iii) For the purpose of this clause, the rates prescribed shall apply in respect of ordinary hours of work only and shall apply to all employees including casual employees.

11. PAYMENT OF WAGES

- (i) All wages shall be paid fortnightly by electronic funds transfer on a Thursday as determined by the employer, and not more than forty-eight hours from the time when such wages become due.
- (ii) Wages may be paid into an employee's bank or other account as specified by the employee. The employer shall specify the day upon which wages shall be paid into such account.
- (iii) An employee kept waiting for wages on a payday shall be deemed to be working during the time kept waiting. When wages are not paid into the employee's bank or other account on the due date, the employee must notify the employer of such. The employer must make every endeavour within two full working days to ensure the appropriate credit is paid into the nominated account, or that the issuing of a cheque for the appropriate amount is undertaken. This provision will not apply where circumstances preventing payment of wages in such a manner is beyond the employer's control.
- (iv) If payment is not made by the end of the two-day period, the employee is entitled to payment at overtime rates for performance of the next full day's work. The provisions set out in subclauses (i) to (iv) do not apply to periods of employment that are less than one full pay period.
- (v) Casual employees shall be paid within one hour of termination of employment. Wages may in some circumstances be paid by cheque.

12. GENERAL CONDITIONS

(i) SECURITY OFFICERS - ALL GRADES

- (a) Security Licence: A Security Officer required to hold a Class 1 or Class 2 Security Licence pursuant to the provisions of the *Security Industry Act 1997* shall have the cost of such licence reimbursed by the employer. Reimbursement will be made on completion of each twelve months or five years' service, whichever applies to the term of the licence held.

(b) Training:

All full-time Security Officers who during their current employment are required to undertake an approved training course nominated by the employer and as required by the provisions of the *Security Industry Act 1997* (and Regulations), shall have the costs of such training (courses) reimbursed by the employer. This is provided that the undertaking of the said training course is a requirement of the employee's current position.

Reimbursable costs as referred to in paragraph 1(a) of this subclause shall include excess travelling expenses relating to the attendance at the said courses.

Employees shall be granted time off without loss of pay during ordinary hours to attend training courses as referred to in this subclause.

In cases where the courses are to be held outside the rostered shift of the employee required to attend the course, then:

The rostered shift should be altered so that the employee can attend during ordinary working hours; or

For the time spent attending the course, the employee can be granted time off in lieu on an hour for hour basis at a time convenient to the employer; or

The employee shall be paid for attending the course at ordinary time rates without the addition of penalties. Such attendance shall not form part of the employee's ordinary roster for the purpose of clause 5, Hours, of this award.

- (c) The employee may elect which is the preferred option from the above. The final determination regarding the option to be applied lies with the employer, having regard to the needs of the establishment.

(ii) SECURITY OFFICER GRADE 2(b) and 2(c)

- (a) Where a Security Officer Grade 2b or 2c (as defined) is provided with accommodation, a deduction may be made from the wages for rent, fuel and lighting. The deduction shall not be more than the amount set out in Item 16 of Table 2.
- (b) An employer shall not require a resident Security Officer Grade 2b or 2c to vacate living quarters during annual leave period for use by a relieving caretaker, unless such arrangements are mutually agreed to between the said employee and the relieving employee.
- (c) Removal Expenses on Transfer - See *Public Sector Management Act* Regulations or Uniform Leave Conditions (Ministerial Employees).

(iii) GENERAL

- (a) Accommodation for Meals: Employers shall allow employees to take their meals, crib breaks or tea breaks in a suitable place protected from the weather. Every such employee shall be provided by the employer with adequate facilities for tea making and for heating food.

This provision shall not apply to mobile security officers.

- (b) Dressing Accommodation: Where it is necessary or customary for employees to change their dress or uniform, suitable dressing rooms or dressing accommodation and individual lockable lockers shall be provided.
- (c) Means of Exit: Provision shall be made for an exit for night employees in case of necessity.
- (d) Protective Clothing: In complying with the *Occupational Health and Safety Act*, 1983 the following clothing and equipment will be issued. The clothing shall remain the property of the employer:

Wet weather coat with hood and trousers for employees who are required to work out of doors.

Rubber boots for employees who are required to work in "wet areas", i.e. toilets, ablution blocks and external areas where water is used as part of the cleaning process.

Protective eye wear for employees who are required to empty rubbish tins and tend incinerators, or work in areas where airborne particles are a hazard.

Long rubber gloves when using detergents or similar cleaning chemicals.

Leather gloves for employees who are required to collect rubbish bins, carry refuse and sweep outside areas.

Washable broad brim hats for employees who are required to work out of doors.

- (e) Work Clothing: Clean overalls or wrap-ons, gloves and safety footwear shall be supplied by the employer where they are required in undertaking duties.

13. TRAVELLING TIME AND EXPENSES

Where an employee is sent to work at a place other than their employer's recognised place of business, the employer shall pay all travelling time from the place of business to the job. If the employee is required to return the same day to the employer's place of business, the employer shall pay travelling time back to the place of business. An employee sent for duty to a place other than the employee's regular place of duty or required by the employer to attend a court or inquiry in connection with the employee's employment shall be paid reasonable authorised expenses.

14. OUTSIDE DUTIES

All employees covered by this award shall clean outside as required and shall clean above floor or ground level as is safely accessible. Where ladders are used the safety requirements of the *Construction Safety Act*, 1912 must be complied with.

15. LIFTING OF WEIGHTS

An employee shall not be required to lift or carry by hand a greater weight than that prescribed by the *Factories, Shops and Industries Act*, 1962, and the Regulations made thereunder.

16. SUNDAY WORK

An employee required to perform work on a Sunday shall be paid at the rate of double time, with a minimum payment of not less than four hours at such rate for each start.

17. OVERTIME

- (i) For all work done outside ordinary hours the rates of pay shall be time and a half for the first two hours and double time thereafter. In computing overtime each day's work stands alone. All work performed after 12 noon on Saturday shall be paid for at the rate of double time.
- (ii) Meal Allowance - An employee who works overtime for one or more hours on any day or shift after the fixed ceasing time shall be paid for such day a meal allowance as set out Item 17 of Table 2 - Allowances, of Part B Monetary Rates. This applies unless notice to work has been given to such employee on or before the termination of the previous shift or day, as the case may be.
- (iii) Where overtime or extra shifts are required to be worked, preference shall be given to employees as classified and covered by the terms of this award where it is reasonably practicable to do so.
- (iv) Where an employee is required to work overtime, the minimum break between the finishing of one period of work or shift and the commencement of another, shall be as set out below:
 - (a) for shift workers, eight hours, including the normal changeover time if any;
 - (b) for day workers, ten hours.

If on the instructions of the employer such an employee resumes or continues work without having the required period off duty, the employee shall be paid at double ordinary time until released from duty. The employee shall be entitled to be absent without loss of pay for ordinary working time occurring during such absence until they have had the required period off duty.
- (v) For the purposes of this clause ordinary hours shall be inclusive of time worked for accrual purposes as provided for by clause 5, Hours.

18. CALL BACK

An employee who after leaving their place of employment, is required to return to the employer's premises for any reason other than carrying out rostered duties, shall be paid a minimum of four hours' pay at the appropriate rate for each such attendance. This payment shall apply whether the employee was notified before or after leaving the place of employment.

This clause shall not apply where a period of duty is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time: The employee shall be given at least eight hours off duty, excluding travelling time in excess of thirty minutes and a meal break of thirty minutes, before there is a requirement to resume ordinary hours. An employee requested to resume duty before eight hours' rest is given shall be paid at double ordinary rates until such employee has been relieved from duty for a period of eight hours.

19. MIXED FUNCTIONS

An employee engaged for at least two hours on any day or shift on duties carrying a higher rate than the employee's ordinary classification shall be paid the higher rate for such a day or shift. Where an employee is engaged for less than two hours on any one day or shift, payment shall be at the higher rate for the time so worked.

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

This clause shall not apply in situations where the higher duties result from the absence of an employee on a rostered day off.

20. SICK LEAVE

EMPLOYEES ENGAGED PURSUANT TO THE *PUBLIC SECTOR MANAGEMENT ACT 1988*

- (i) All employees shall be entitled to sick leave in accordance with the Public Sector Management (General) Regulation 1996, which provides for 15 days sick leave per year. Any untaken leave is cumulative. Sick leave on full pay accrues at the beginning of the calendar year. If an employee commences after 1 January, sick leave on full pay accrues on a proportionate basis for the year in which employment commences.
- (ii) An employee absent from duty for more than 3 consecutive working days because of illness must furnish a medical certificate to the Department Head in respect of the absence.
- (iii) An employee shall be put on notice in advance if required by the Department Head to furnish a medical certificate in respect of an absence from duty for 3 consecutive working days or less because of illness.

MINISTERIAL EMPLOYEES

Employees engaged under Ministerial Authority shall be entitled to sick leave pursuant to Government Uniform Leave Conditions,

21. PUBLIC HOLIDAYS

- (i) The days on which the following holidays are observed shall be holidays under this Award, namely New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day and any day which may hereafter be proclaimed a public holiday throughout the State. The Picnic Day of the Union shall also be observed as an additional holiday under this Award, to be granted on one of the three working days between Christmas and New Year's Day. The specific date is to be advised to employees prior to December each year.
- (ii) Except as hereinafter provided -
 - (a) Employees on weekly hiring shall be entitled to the above holidays without loss of pay;
 - (b) Employees shall be paid at the rate of double time and one-half with a minimum payment of four hours at such rate for all time worked on the above holidays.
- (iii) For the purpose of this clause any employee whose ordinary hours of work commence before and continue past midnight shall be regarded as working on a holiday only if the greater number of working hours fall on the holiday, in which case all the time worked shall be regarded as holiday work. If the number of ordinary hours worked before and past midnight is equal, all ordinary time worked shall be regarded as time worked on the day on which the shift commenced.
- (iv)
 - (a) Where a holiday occurs on the rostered day off of a seven day shift worker who is not required to work on the day, the employee is entitled to a day's ordinary pay in respect of such day. The employer may, in lieu of the payment of a day's ordinary pay, add a day to the recreation leave credit.
 - (b) Where the worker is required to work on that day, the employer shall pay the employee a day's ordinary pay in respect of such time, plus time and one-half for the first eight hours (with a minimum payment of four hours) and double time and one-half thereafter.
 - (c) Where the employment of a seven-day shift worker has been terminated and there is an entitlement to payment in lieu of recreation leave with respect to a period of employment, the employee shall also be entitled to an additional payment for each day accrued under this clause at the appropriate ordinary rate of pay. This is provided that payment has not already been made in accordance with paragraph (a), of this subclause.

22. RECREATION LEAVE

- (i) Employees shall be entitled to recreation leave in accordance with the terms of the Public Sector Management (General) Regulation 1996 and the *Annual Holidays Act* 1944 that provides for four weeks annual leave.

(ii) Caretakers and Seven-Day Shift Workers -

- (a) In addition to the normal recreation leave provisions, a caretaker or seven-day shift worker, at the end of each year of continuous employment shall be entitled to an additional one week's leave: If during the year of employment only a portion of it has been served as a caretaker or a seven-day shift worker, the additional leave shall be 3.25 hours for each completed month of employment in those classifications. Where the additional leave is or comprises a fraction of a day, such fraction shall not form part of the leave period and shall be discharged by payment only.
- (b) Where the employment of a caretaker or seven-day shift worker is terminated and the person thereby becomes entitled to payment in lieu of recreation leave for a period of employment, such person also shall be entitled to an additional payment of 3.25 hours at their ordinary rate of pay for each completed month of service.
- (iii) For the purposes of this clause, a seven-day shift worker means an employee whose ordinary working period includes Sunday and /or holidays on which the employee may be regularly rostered for work.
- (iv) Payment During Annual Leave - As per the provisions of the Public Sector Management (General) Regulation 1996 or Government Uniform Leave Conditions for Ministerial Employees.

23. FAMILY AND COMMUNITY SERVICES/PERSONAL CARER'S LEAVE

23.1 The definition of "family" and "relative" for the purpose of this clause is the person who needs the employee's care and support and is referred to as the "person concerned" and is:

- (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 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:
 - (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.

23.2 Family & Community Services Leave

23.2.1 The Chief Executive Officer may grant family and community service leave to an employee:

- (a) for reasons related to the family responsibilities of the employee, or
- (b) for reasons related to the performance of community service by the employee, or
- (c) in a case of pressing necessity

23.2.2 Family and Community Services Leave replaces Short leave.

23.2.3 The maximum amount of family and community services leave on full pay that may be granted to an employee 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 employee, whichever is the greater period.

23.2.4 Family and community service leave is available to part-time employees on a pro rata basis, based on the number of hours worked.

23.2.5 Where 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 on the death of a person defined in Clause 23.1.

23.3 Use of sick leave to care for a sick dependant - general

When family and community service leave, as outlined in clause 23.2 is exhausted, the sick leave provisions under clause 23.4 may be used by an employee to care for a sick dependant.

23.4 Use of sick leave to care for a sick dependant - entitlement

- (a) The entitlement to use sick leave in accordance with this clause is subject to:
 - (i) the employee being responsible for the care and support of the person concerned, and
 - (ii) the person concerned being as defined in clause 23.1
- (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken 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, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) In special circumstances, the Chief Executive Officer may make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in Clause 23.4 (c).
- (e) If required, a medical certificate or statutory declaration must be made by the employee to establish the illness of the person concerned and that the illness is such to require care by another person.
- (f) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration and has the right to choose which of the two methods to use in the establishment of grounds for leave.
- (g) Wherever practicable, the employee shall give the Chief Executive Officer prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the employee. They must also give reasons for taking such leave and the estimated length of absence. If the employee is unable to notify the Chief Executive Officer beforehand, notification should be given by telephone at the first opportunity on the day of absence.
- (h) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

24. MATERNITY LEAVE

For employees covered by this award, the provisions of the Crown Employees (Public Service Conditions of Employment 1997) Award in respect of maternity leave shall apply.

25. LONG SERVICE LEAVE

Employees shall be entitled to Long Service Leave in accordance with either the terms of Schedule 5 of the *Public Sector Management Act* 1988 or the Government Uniform Leave Conditions for Ministerial Employees.

26. OTHER FORMS OF LEAVE

Other forms of leave may be granted to employees in certain circumstances including Parental leave, Adoption Leave, Jury Service, Attendance at Repatriation Centres on the following basis:

- (a) Employees engaged pursuant to the *Public Sector Management Act* 1988 - see Public Sector Management (General) Regulation 1996 and the Crown Employees (Public Service Conditions of Employment 1997) Award, or any replacement award.
- (b) Employees engaged under Ministerial authority in Government and quasi-Government bodies shall be regulated by the Government Uniform Leave Conditions.

27. 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.
 - (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."

28. DISPUTE RESOLUTION

Any dispute shall be dealt with in the following manner:

- (i) in the event of a claim, issue or dispute, the employee(s) and/or delegate(s) of the union will place the claim, issue or dispute before the immediate supervisor. The immediate supervisor will take all reasonable steps to reply to the employee(s) and/or delegate(s) as soon as possible.
- (ii) Failing agreement, employee(s) and/or delegate(s) of the union will place the claim, issue or dispute before the Manager or his/her deputy. The Manager or his/her deputy will take all reasonable steps to reply to the employee(s) and/or delegate(s) as soon as possible.
- (iii) If no agreement is reached at this stage on the claim, issue or dispute, the matter will be fully reviewed by the Secretary of the union or its representative and senior management. All reasonable steps will be taken to resolve the matter.
- (iv) Failing agreement, the claim, issue or dispute shall be referred to the Industrial Commission of New South Wales for resolution.
- (v) All work shall continue normally while the above procedures are taking place.

29. NON-REDUCTION OF EXISTING WAGES AND CONDITIONS

WAGES AND CONDITIONS

- (i) Employees still in receipt of a 20% part-time loading shall continue to receive such loading under the protection of the *Public Sector Management Act*, 1988.
- (ii) Existing employees as at 31 January 1992 shall not be compelled to work broken shifts or become seven-day shift workers in accordance with the provisions of this award. However, employees engaged after 31 January 1992 may be required to work broken shifts or work ordinary hours over seven days of the week.

30. EXEMPTIONS

- (ii) This award shall not apply to persons currently employed in terms of Determination No. 768 of 1982 - Security Officers and Senior Security Officers, Various Departments, made pursuant to Section 63 of the *Public Sector Management Act*, 1988 or any variation or replacement thereof.
- (iii) This award shall not apply to persons currently employed as General Assistants, Schools, Department of Education and Training, in terms of the Public Service, General Division Staff Salaries Agreement No. 2368 of 1982, or any variation or replacement thereof.

31. AREA, INCIDENCE AND DURATION

- 31.1 This award shall apply to all Crown employees employed in the classifications herein pursuant to the *Public Sector Management Act* 1988 or under Ministerial Authority, employees of the Roads and Traffic Authority, employees of the TAFE Commission, excluding the County of Yancowinna, within the jurisdiction of the Security and Cleaning, &c (State) Industrial Committee.
- 31.2 This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Crown Employees (Security and General Services) Award published 31 January 1992 (267 IG 853) and all variations thereof.

- 31.3 The award published 31 January 1992 took effect on and from the first pay period after 2 May 1990.
- 31.4 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (308 IG 307) take effect on 19 October 2000.
- 31.5 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 - RATES OF PAY

Rates of pay for this award are now contained in the Crown Employees Wages Staff (Rates of Pay) 1998 Award.

Classification	Amount per week as at 9.7.99 \$
Security Officer	
Grade 1	488.40
Grade 2	505.30
Grade 3	528.50
General Services Officer	
Grade 1	435.70
Grade 2	473.20
Grade 3	488.40
Part time Employees - General Services Officer Grade 2 (Cleaners)	13.45 per hr ordinary time and for all paid leave

TABLE 2 - ALLOWANCES

Item No.	Clause 8 - Additional Rates	As at 9.7.99 \$
1	(ii) (i) Leading Hands Allowance 1 - 5 employees 6 - 10 employees 11-15 employees 16-20 employees over 20 employees for each employee over 20 an additional 49 cents is paid	20.90 23.80 31.00 35.80 35.80
2	(ii) Qualification allowance	14.10
3	(iii) First Aid Allowance	10.90
4	(iv) Boiler Attendants Certificate	9.20
5	(v) Refrigeration Drivers Certificate	9.20
6	(iv) (vi) Contingency Allowance 1 - 10 hours per week 11 to 25 hours per week 26 to 38 hours per week	5.80 8.90 11.90
7	(vii) Toilet Allowance	7.20
8	(viii) Mult-Purpose Machines Allowance -per shift	1.75

9	(ix) Furniture Removal Allowance - per shift	1.74
10	(x) Torches - per shift	0.59
11	(xi) Laundry Allowance - per shift	1.20
12	(xii) Locomotion Allowance - per shift	19.10
13	(xiii) Motor Vehicle Allowance Use of private motor vehicle during work related duties Vehicles under 1600cc Vehicles 1600cc-2700cc Vehicles over 2700cc	Official business rate: Engine Rate per km 42.1c 58.8c 63.2c
14	(xii) Bicycle - per shift	1.50

Item No.	Clause 9 (iii)(a)(b) Shift Allowances	As at 2/5/90
15	Broken Shifts Allowance Broken Shifts Excess Fares	7.78 per day 5.00 per week
	Clause 12 (ii) General Conditions	As at 3/7/95
16	Accommodation Deduction	11.00 per week
	Clause 17 Overtime	As at 26/9/96
17	Meal Money	7.50

J. N. REDMAN, Commissioner.

Printed by the authority of the Industrial Registrar.

(665)

SERIAL C0696

TRANSPORT INDUSTRY - MIXED ENTERPRISES INTERIM (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 3625 of 1999)

Before Commissioner Connor

13 June 2001

REVIEWED AWARD

1. AWARD TITLE

This award shall be known as the Transport Industry - Mixed Enterprises Interim (State) Award.

2. ARRANGEMENT

Section I Application And Operation Of Award

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2. Arrangement
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4. Anti-Discrimination
5. Area Incidence And Duration
6. Leave Reserved

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8. Hours of Employment
9. Overtime
10. Limitation of Overtime
11. Shift Work
12. Recall
13. Saturday and Sunday Work
14. Youths
15. Long Distance Work
16. Mixed Functions
17. Absences from Duty
18. Meals
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22. Obnoxious Materials
23. Travelling and Living Away Allowances
24. Garaging
25. Distant Place Allowance
26. General Loadings
27. Union's Picnic Day
28. Laundry and Dry Cleaning - Special Provisions
29. Chauffeurs - Special Provisions

Section III Employer And Employee Duties, Employment Relationship

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31. Payment of Wages
32. Duties of Drivers
33. Unauthorised Persons Riding on Vehicles
34. Tools and Apparatus

Section IV Leave Entitlements and Public Holidays

35. Long Service Leave
36. Sick Leave
37. Personal Carer's Leave
38. Bereavement Leave
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40. Public Holidays
41. Jury Service

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43. Commitment to Training
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45. Uniforms and Protective Clothing
46. Limitation of Driving Hours

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Section VI Industrial Relations and the Union and Other Provisions

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- 51. Right of Entry
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Table 1	Wages (Division A - General Rates)
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Table 3	Allowances (Division C - Extra Payments)
Table 4	their Work-related Allowances
Table 5	Reimbursement-type Allowances
Table 6	Long Distance Rates

3. DEFINITIONS

- 3.1 Advanced Loader shall mean an employee performing advanced loading duties, including the loading and unloading of goods on to or from road vehicles and/or rail trucks, stowing goods into or unstowing them from containers of all descriptions, checking and sorting goods in the depot, operating mechanical handling appliances where required, checking and sorting loads and clerical duties, including the compilation of manifests and load summaries, associated with such work where required.
- 3.2 Articulated Vehicle shall mean a motor propelled vehicle used for the conveyance of goods or merchandise and the like and comprising two separate units, viz, a tractor and a semi-trailer.
- 3.3 Casual Employee shall mean an employee engaged by the day and paid by the day or at the conclusion of the employee's casual employment.
- 3.4 Industrial Committee shall mean the Transport Industry - Mixed Enterprises (State) Industrial Committee.
- 3.5 Courier shall mean an employee who drives a vehicle and who is engaged in the delivery of documents, packages, etc., as part of a "courier service" as recognised in the industry covered by this award.
- 3.6 Double Time shall mean the employee's ordinary rate of pay plus 100 per cent.
- 3.7 Driver shall mean any person engaged to drive or control any type of vehicle specified in this award, irrespective of that person's other duties. This definition shall not exclude other duties (including delivery of goods) ordinarily performed by a driver.
- 3.8 Extra Hand shall mean a person who usually accompanies a driver on a vehicle to assist in loading, unloading, delivering, collecting and safeguarding goods, merchandise and the like being transported or to be transported.
- 3.9 Leading Hand shall mean an employee who, in addition to the employee's other duties, is required to direct the work and/or conduct, during working hours, of other employees.

- 3.10 Loader shall mean an employee usually engaged from time to time in the loading or unloading of any goods, wares, merchandise or materials on to or from any vehicle and work incidental to such loading and unloading including supervision of the work of other employees.
- 3.11 Loader of Rail Trucks shall mean an employee of a manufacturer usually engaged in loading and unloading rail trucks in a siding on the employer's own premises and whose work does not include any clerical or supervisory duties.
- 3.12 Manufacturer's Gross Vehicle Mass (GVM) shall mean the mass of a motor wagon and its load as specified by the manufacturer. It may be ascertained by reference to the model specification plate attached to the vehicle or, failing this, by reference to the Roads and Traffic Authority, the manufacturer of the motor wagon or the manufacturer's agent.
- 3.13 Motor Wagon shall mean a motor propelled vehicle used for the conveyance of goods or merchandise and the like and so constructed that the portion containing the motive power and the load carrying portion form one rigid unit.
- 3.14 Ordinary Rate shall mean the employee's ordinary time rate of pay which the employee is entitled to receive for work performed in ordinary working hours.
- 3.15 Other Agreed Starting Place shall mean a place, other than the employer's yard, depot or garage, at which it is agreed between the employer and the employees affected such employees will be in attendance at the time or times fixed ready to commence work in ordinary working hours. Upon such agreement having been reached between the employer and the employees, as aforesaid, the employer shall forthwith notify the branch or sub-branch Secretary of the union of the location of such other agreed starting place.
- 3.16 Rear End Steering means any device, which forms part of an articulated vehicle or of a component of the trailing section of an articulated vehicle, which is used to control the direction of the rear-most end of such vehicle. Such device may be operated mechanically or hydraulically from an independent auxiliary power source or remotely by a mechanical linkage with another vehicle.
- 3.17 Semi-trailer shall mean that portion of an articulated vehicle on which goods or merchandise or the like are loaded and which is attached to and is hauled by a tractor and shall include vehicles known as low loaders, floats and jinkers.
- 3.18 Steersperson means a person engaged to operate a rear-end steering device whether as a member of the crew of the articulated vehicle or as the driver of another vehicle.
- 3.19 Time and one-half shall mean the employee's ordinary rate of pay plus 50 per cent.
- 3.20 Tractor shall mean that portion of a vehicle, not being a motor wagon, which provides the motive power.
- 3.21 Trailer shall mean a vehicle, not having its own motive power, attached by means of a drawbar to a motor wagon and hauled behind such motor wagon.
- 3.22 Trainee (ATS) shall mean an employee who is bound by a training agreement registered with the Industrial and Commercial Training Council of New South Wales in the areas of furniture removal and freight forwarding.
- 3.23 Traineeship shall mean a system under the Australian Traineeship System comprising structured on-the-job training with an employer and off-the-job training in a Technical and Further Education College and the Industrial and Commercial Training Council of New South Wales.
- 3.24 Training Agreement shall mean an agreement for training registered with the Industrial and Commercial Training Council of New South Wales.
- 3.25 Union shall mean the Transport Workers' Union of Australia, New South Wales Branch.

- 3.26 Yardperson shall mean an employee engaged in or about yards, depots or garages and whose duties shall include, if required, the washing and greasing of motor vehicle and other equipment and/or servicing of tyres.
- 3.27 Year shall mean the period from 1 July to 30 June, next following.

4. ANTI-DISCRIMINATION

- 4.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, ex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 4.2 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.
- 4.3 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.
- 4.4 Nothing in this clause is to be taken to affect:
- 4.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 4.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 4.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act*, 1977; or
- 4.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 4.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Notes:

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

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

5. AREA, INCIDENCE AND DURATION

- 5.1 This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Transport Industry - Mixed Enterprises Interim (State) Award published 17 July 1992 (270 I.G. 550) and all variations thereof.
- 5.2 The changes made to the award pursuant to the Award Review pursuant to section 19 (6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Award made by the Industrial Relations Commission of New South Wales on 18 December 1998 (308 IG 307) take effect on and from 13 June 2001.

- 5.3 This award shall apply to employees of the classifications specified herein within the jurisdiction of the Transport Industry - Mixed Enterprises (State) Industrial Committee.
- 5.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.

6. LEAVE RESERVED

- 6.1 Leave is reserved for the parties to apply generally as they may be advised in respect of this award.
- 6.2 Leave is reserved for the Union to apply for an allowance for drivers required to drive and operate vehicles fitted with pressurised tanks.
- 6.3 Leave is reserved for the Union to apply for an allowance for drivers who are required to have a dangerous goods licence for the performance of their duties.
- 6.4 Leave is reserved for the Union to apply in Matter No. 704 of 1990 for an allowance for employees who are accredited driver/trainer assessors.
- 6.5 Leave is reserved for the Union to apply for a grading for chauffeurs.
- 6.6 Leave is reserved to the parties to apply as they may be advised in relation to classifications and rates of pay for drivers/operators of mobile cranes and/or ancillary plant.

SECTION II - WAGES, ALLOWANCES AND HOURS OF EMPLOYMENT

7. WAGES

The wages set out in Part B of this award for the classifications set out in this clause are total weekly rates of pay.

7.1 Division A - General Rates -

- 7.1.1 Rates of Pay - Employees falling within this division shall be paid the rates of pay as set out in Table 1 - Wages (Division A - General Rates), of Part B, Monetary Rates.

7.1.2 Classification Definitions -

TRANSPORT WORKER GRADE ONE - Employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

extra hand;
yardperson;
rider of a motorcycle;
rider or driver of a horse;
driver of a tow motor;
bicycle courier.

Employees appointed to this grade can also be required to perform occasional driving of vehicles for which a Class 1A driving license is necessary, provided that it is incidental to the preceding functions.

TRANSPORT WORKER GRADE TWO - Employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

driver of two-axle rigid vehicles with a gross vehicle mass of up to 4.5 tonnes;
driver of forklifts with a capacity of up to 4.5 tonnes;
loader;
loader of rail truck.

TRANSPORT WORKER GRADE THREE - Employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

driver of two-axle rigid vehicles with a gross vehicle mass of over 4.5 tonnes;
driver of forklifts with a capacity of over 4.5 tonnes and up to 9 tonnes;
driver of a straddle truck.

TRANSPORT WORKER GRADE FOUR - Employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

driver of three-axle rigid vehicles;
driver of forklifts with a capacity of over 9 tonnes and up to 15 tonnes.

TRANSPORT WORKER GRADE FIVE - Employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

driver of four-axle rigid vehicles;
driver of articulated vehicles with a total of three axles;
driver of rigid vehicle-trailer combinations with a total of three axles;
driver of forklifts with a capacity of over 15 tonnes and up to 30 tonnes.

TRANSPORT WORKER GRADE SIX - Employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

driver of articulated vehicles with a total of four axles;
driver of rigid vehicle-trailer combinations with a total of four axles;
driver of forklifts with a capacity of over 30 tonnes and up to 60 tonnes.

TRANSPORT WORKER GRADE SEVEN - Employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

driver of articulated vehicles with a total of five axles or six axles;
driver of rigid vehicle-trailer combinations with a total of five axles or six axles or seven axles;
driver of forklifts with a capacity of over 60 tonnes.

TRANSPORT WORKER GRADE EIGHT - Employees appointed to this grade can be required to perform any of the following functions for which they have been trained:

driver of double articulated vehicles (ie. "B-double combination vehicles");
driver of rigid vehicle-triple trailer combinations (ie "road trains");
driver of gantry crane.

- 7.2 Division B - Ready-mixed Concrete - Persons falling within this division shall be paid the additional amounts provided for as follows and set out in Table 2 - Allowances (Division B - Ready Mixed Concrete Industry), of Part B.

- 7.2.1 Drivers of ready-mixed concrete agitator trucks - Employees who are engaged in the driving and/or operating of ready-mixed concrete trucks shall be paid an additional rate as set out in Item 1 of Table 2, up to a maximum amount per week as provided for in Item 2 of Table 2, subject to the following:
- 7.2.2 Such additional rate is in recognition of the skill and responsibility involved in assessing the slump and ingredients in accordance with the employer's requirements.
- 7.2.3 The additional rate shall only become payable to an employee who has had at least three months' service with his/her current employer, and who is actually engaged in the delivery of concrete; provided that, in the case of an employee who has had prior experience in the driving and/or

operating of ready-mixed concrete trucks, the additional rate shall be paid after one months' service with the employees' current employer.

- 7.2.4 Employees (other than agitator drivers) engaged in the delivery and/or placement of concrete - the rate specified in Table 1 for Transport Worker Grade One and, in addition thereto, the amount specified in Item 3 of Table 2.

7.3 Division C - Extra Payments -

- 7.3.1 Employees appointed as leading hands shall be paid the rate specified in Part B for the appropriate classification in this clause and, in addition thereto, the amount specified in Item 1 of Table 3 - Allowances (Division C - Extra Payments), of Part B.

- 7.3.2 Employees principally engaged in the collection of butchers' bones, fat, etc., shall be paid the rate specified in Part B for the appropriate classification in this clause and, in addition thereto, the amount specified in Item 2 of Table 3.

- 7.3.3 Employees driving more than one horse shall be paid the rate specified in Table 1 of Part B for a Transport Worker Grade One and, in addition thereto, the amount specified in Item 3 of Table 3, for each horse in addition to one.

- 7.3.4 Drivers of vehicles employed by the Roads and Traffic Authority shall be paid the additional amount specified in Item 4 of Table 3, whilst attending a compressor in connection with drilling machines in addition to their other duties.

- 7.3.5 Employees working in the open in forest locations and without amenities such as change rooms, lunch rooms, lockers, lavatories and washing facilities, shall be paid the additional amount specified in Item 5 of Table 3. This allowance is intended as compensation to cover the factors mentioned above and other factors such as working at isolated and undeveloped locations, difficult terrain and undergrowth, exposure to extremes of heat, cold and wind, and wet, dusty and muddy conditions.

7.3.6

- 7.3.6.1 An employee who is engaged in driving a loaded motor wagon or articulated vehicle (excluding vehicles included in the definition of "Transport Worker Grade Eight" in 7.1.2 of Division A of this clause), which, together with its load, exceeds:

- 7.3.6.1.1 2.9 metres in width or 18.29 metres in length or 4.3 metres in height measured from the level shall be paid, in addition to all other rates payable, the amount as set out in Item 6 of Table 3 whilst so engaged, with a minimum payment of the amount as set out in Item 7 of Table 3;

- 7.3.6.1.2 3.36 metres in width or 21.34 metres in length or 4.58 metres is height measured from ground level shall be paid, in addition to all other rates payable, the amount as set out in Item 8 of Table 3 whilst so engaged, with a minimum payment of the amount as set out in Item 9 of Table 3.

- 7.3.6.2 Where any load is being carried by an articulated vehicle which is equipped with rear-end starrig, and a steersperson is engaged in addition to the tractor driver, then both the tractor driver and the steersperson shall be paid, in addition to all other rates payable, the amount as set out in Item 10 of Table 3 whilst so engaged, with a minimum payment of the amount as set out in Item 11 of Table 3. Provided, however, that this payment shall not be in substitution thereof. Provided further that the rates payable under this subclause shall not be taken into account in the calculation of overtime.

- 7.3.7 Drivers of vehicles equipped with side stacking or side loading devices, HIAB or similar type cranes, or any similar type of mechanical lifting device (excluding rear-lift tail-gates), shall be

paid the rate specified in Part B for the appropriate classification in this clause and, in addition thereto, the amount as set out in Item 12 of Table 3.

7.3.8 Employees who are engaged in the removal or delivery of furniture, pianos, pianolas, refrigerators, iron safes, and similar articles, which have to be carried by the employees, shall be paid the rate specified in Part B for the appropriate classification in this clause and, in addition thereto, the amount specified in Item 13 of Table 3.

7.3.9 Employees engaged in the handling or transport or used diapers shall be paid, in addition to the rate specified in Part B for the appropriate classification, the amount as set out in Item 14 of Table 3 in the case of weekly employees, and the amount as set out in Item 15 of Table 3 in the case of casual employees.

7.4 Division D - Casual Employment - Casual employees shall be paid the rate specified in Part B for the appropriate classification specified in this clause and, in addition, 15 per cent of such rate.

8. HOURS OF EMPLOYMENT

8.1 Day Work:

8.1.1 Each employer shall elect either to observe the 38-hour week provisions contained in this clause, or alternatively apply the same ordinary weekly hours of work (provided they are not less than an average of 38 hours per week) and the same method of implementation or situation prescribed for the majority of employees of the establishment in which they are working, provided that the same procedures established for minimising the cost impact of reduced hours for the majority of employees shall also apply.

8.1.2 The ordinary hours of work for employees shall be an average of 38 per week (exclusive of meal breaks) to be worked on one of the following bases:

8.1.2.1 38 hours within a work cycle not exceeding seven consecutive days; or

8.1.2.2 76 hours within a work cycle not exceeding fourteen consecutive days; or

8.1.2.3 114 hours within a work cycle not exceeding twenty-one consecutive days; or

8.1.2.4 152 hours within a work cycle not exceeding twenty-eight consecutive days.

8.1.3 Subject to the exemptions hereinafter contained the ordinary hours of work shall not exceed 8 hours per day (exclusive of meal breaks) on any day, Monday to Friday, between the hours of 7.00 a.m. and 6.00 p.m.

8.1.4 The ordinary hours of work for employees engaged in the cartage of fruit and/or vegetables shall be limited to eight hours on any day, Monday to Friday, inclusive, between the hours of 6.00 a.m. and 4.30 p.m.

8.1.5 Employees who are employed in the cartage of laundry and/ or dry cleaning may work between the hours of 6.00 a.m. and 6.00 p.m.

8.1.6 The ordinary hours of work for chauffeurs/drivers of vehicles used for the purpose of carrying person(s) shall be limited to eight hours on any day, Monday to Friday, inclusive, between the hours of 7.00 a.m. and 7.00 p.m.

8.1.7 Ordinary hours of work shall be worked by one of the following methods-

8.1.7.1 Providing for a Full Rostered Day Off in a Four-Week Cycle-

- 8.1.7.1.1 By employees working to a roster drawn up in each depot, yard or garage providing for 19 days each of eight hours over a continuous four-week period.
- 8.1.7.1.2 Each employee shall take the employee's rostered day off in accordance with the roster.
- 8.1.7.1.3 Rostered days off may be accumulated to a maximum of ten days over a 40-week period. Rostered days off may be credited to and be taken by an employee in advance to a maximum of five days.
- 8.1.7.1.4 In those arrangements where rostered days off are not accumulated an employer may, due to operational requirements, require an employee not to take the employee's rostered day off during the period it accrues. In this event, a replacement rostered day off shall be taken on the following basis-
 - 8.1.7.1.4.1 Where the rostered day off not taken was either a Friday or Monday, the next practicable Friday or Monday shall be taken as a replacement rostered day off.
 - 8.1.7.1.4.2 Where the rostered day off not taken was a Tuesday, Wednesday or a Thursday, the replacement rostered day off shall be taken on the first practicable day available for the taking of such replacement rostered day off.
- 8.1.7.1.5 Otherwise an employee's normal rostered day off may be changed during the currency of a roster period by agreement between the employer and such employee. In the absence of such agreement 48 hours notice of such alteration shall be given to the employee.
- 8.1.7.1.6 Calculation of Payment: Payment shall be for 7 hours 36 minutes per day with accrual as entitlement for a rostered day off being made on the basis of a nineteen-day period where an employee works 152 hours within a work cycle not exceeding twenty-eight consecutive days at 24 minutes per day.
- 8.1.7.1.7 An employee whose rostered day off occurs on a payday shall be paid the employee's wages on the employee's next ordinary working day following the employee's rostered day off.
- 8.1.7.1.8 Where an employer is required to service a particular industry or plant or section thereof and there has been a cessation of operations resulting from annual closedown, such employer may require its employees to take a rostered day or days off to coincide with the day or days that the operations are closed. In this event, a rostered day or days off which would normally become due to the employee shall not become so due for the number of days taken pursuant to the provisions of this paragraph: Provided, however, that an employee disadvantaged in terms of leisure time by a rostered day or days off normally falling on a Friday or a Monday being required to be taken on a Tuesday, Wednesday or Thursday, then such employee shall be rostered to take a Friday or Monday off at the earliest practicable opportunity upon the employee's normal roster being resumed.

8.1.7.2 Providing for Other Than a Full Rostered Day Off in a Four-Week Cycle-

- 8.1.7.2.1 Where an employer is required to service a particular industry or plant or section thereof which is operating under arrangements for a reduced working week other than that provided for in 8.1.7.1 the employer may arrange the hours of work of an employee to be applicable to that particular industry or plant, or section thereof, provided that such hours shall not be in excess of the normal hours of work permitted by this clause.
 - 8.1.7.2.2 The employer may require its employees to work ordinary hours over five days, Monday to Friday inclusive, which shall not exceed 38 hours, which may be worked over four days of 8 hours each and one day of 6 hours. On the day on which 6 hours is worked, those 6 hours may be worked continuously without a meal break.
 - 8.1.7.2.3 The employer may require its employees to work ordinary hours over a two-week period (10 working days), Monday to Friday inclusive, of not more than 76 hours. To achieve this, the employer may roster employees off half a day (4 hours) on one of the days in one of those normal working weeks.
 - 8.1.8 More than one of the methods of implementation of an average 38-hour working week referred to in this clause may be simultaneously implemented for different groups of workers in the one yard, depot or garage; provided that agreement shall be reached with the majority of employees so affected.
 - 8.1.9 Methods of implementation of an average 38-hour working week other than those referred to in this clause may be instituted by arrangement with the Union.
 - 8.1.10 After a trial period of six months from the date of initial implementation of the method(s) of working a 38-hour week, or at any other time in response to changed requirements of the employer's clients, the employer may alter the method(s) by which a 38-hour week is worked in its yard, depot or garage: Provided that the altered method(s) so chosen shall comply with the requirements of this clause.
 - 8.1.11 Commencing and finishing times-
 - 8.1.11.1 Within the limits prescribed hereinbefore, each employer shall fix the time and place at which each employee shall be in attendance at the yard, depot, garage or other agreed starting place ready to commence work in ordinary working hours and work shall be deemed to have commenced, for each employee in attendance, at the time and place so fixed. Working in ordinary working hours shall be deemed to have finished, for those employees in attendance, when a period of eight hours, exclusive of a break for a meal, calculated from the fixed starting time, has elapsed.
 - 8.1.11.2 Any employee who is not in attendance at the yard, depot, garage or other agreed starting place ready to commence work at the fixed starting time or who fails to complete eight hours work from that time shall be paid only for the actual hours worked; provided, however, that nothing in this paragraph shall be construed as permitting the employment of part-time employees or persons who regularly work less than the normal daily hours as prescribed herein before.
 - 8.1.11.3 The employer may only alter the time and place fixed in accordance with subparagraph (1), of this paragraph above, by notice posted for 7 days at the yard, depot, garage or other agreed starting place. In cases of emergency such time or place may be altered on shorter notice by agreement with the employee or employees affected, provided that notification of such alteration is given at the time to an authorised official of the union.
- 8.2 Casual Employees-

- 8.2.1 Irrespective of hours worked, a casual employee shall be paid a minimum of eight hours work for each start.
- 8.2.2 No employer shall engage casual employees in excess of one quarter of the number of weekly employees (i.e. other than casual employees) employed; provided that each employer may employ one additional casual irrespective of the number of weekly employees engaged.
- 8.2.3 Upon request, any employer employing casual employees under this award, shall furnish an accredited representative of the union with the number of employees engaged on any specified day, showing separately the number of casuals employed on such day.
- 8.3 Permanent Part-Time Employees - Employees may be employed to work regular days and regular hours less than 38 hours per week, provided that -
 - 8.3.1 The set weekly hours for such an employee shall be determined upon engagement and thereafter not changed other than by agreement.
 - 8.3.2 Notwithstanding 8.3.1, a minimum of 3 days x 6 consecutive hours shall be worked each week by such employees; provided that an employer may, instead of the aforementioned, elect to observe the minimum engagement provisions for part-time employees prescribed for employees engaged in the principal business functions, undertaking or industries of the employer.
 - 8.3.3 All work over the set hours determined at engagement shall be paid at overtime penalty rates.
 - 8.3.4 The spread of ordinary hours allowable for part-time employees shall be as set out in 8.1.2, and their hourly rate equal to the appropriate rate as set out in clause 7, Wages, and divided by 38.
 - 8.3.5 Where there are more than three full-time employees engaged under this award in any establishment the ratio of full-time employees to non-full-time employees (including casual and permanent part-time employees), shall remain 4:1.
 - 8.3.6 All other provisions of this award, where applicable, shall apply to part-time employees in the same ratio as their ordinary hours of work are to 38 hours per week.

9. OVERTIME

- 9.1 Overtime at the rate of time and one-half for the first two hours and double time thereafter shall be paid to all employees, including casuals, as follows:
 - 9.1.1 For all time worked between the earliest and latest times mentioned in clause 8, Hours of Employment, of this award, in excess of forty hours in any week or in excess of the ordinary hours of work in any holiday week.
 - 9.1.2 For all time worked between such earliest and latest times in excess of the daily limitations prescribed in the said clause 8, or before the usual commencing time or after the usual finishing time.
 - 9.1.3 For all time worked before the said earliest time and for all time worked after the said latest time.
 - 9.1.4 For the purpose of the computation of overtime each day shall stand alone; provided that where work continues beyond midnight, double time shall be paid until the completion of such overtime.
- 9.2 In the calculation of overtime, portions of hours shall be taken to the nearest one-tenth of an hour.
- 9.3 Casuals - In the case of casual employees, the overtime rate shall be calculated on the casual rate of pay.

10. LIMITATION OF OVERTIME

- 10.1 Subject to the provisions of 10.3, and clause 18, Meals, of this award, an employee may be required to work for a continuous period amounting to fifteen hours, excluding meal breaks, from the time of commencing work.
- 10.2 Except in the case of accident or circumstances over which the employer has no control an employee shall not work and an employer shall not require an employee to work more than a total of twenty hours' overtime in any week exclusive of unpaid intervals allowed for meals.
- 10.3 An employee, other than one on shift work, who is required to work for a continuous period amounting to twelve hours or more from the time of commencing work shall be entitled to be absent from work until the employee has had ten consecutive hours off duty.

Should the said ten hours or any part thereof coincide with the employee's ordinary hours of work the employee shall be paid at ordinary rates for the time, which falls within the employee's ordinary hours of work.

- 10.4 Leave is reserved to the parties to apply, as they may be advised, with respect to this subclause.

11. SHIFT WORK

11.1 Definitions -

- 11.1.1 "Early Morning Shift" shall mean a shift to which an absolute majority of permanent employees in a yard or depot have agreed by vote may be worked at that yard or depot and which commences at or after 4.00 a.m. and before 7.00 a.m.
- 11.1.2 "Afternoon Shift" shall mean a shift which finishes after 6.00 p.m. and at or before midnight.
- 11.1.3 "Night Shift" shall mean a shift which finishes subsequent to midnight and at or before 8.00 a.m.
- 11.1.4 "Alternate Night/Afternoon Shift" shall mean a shift, which alternates between night shift and afternoon shift or night shift and afternoon shift and day work.
- 11.1.5 "Shift Work" shall mean work extending for at least 4 weeks and performed either in daily recurrent periods or in regular rotating periods within the limits defined for "Early Morning Shift" or "Afternoon Shift" or "Night Shift".

11.2 Shift Work - Weekly Employees

11.2.1

- 11.2.1.1 The hours of work of weekly employees on shift work shall be an average of 38 per week.
- 11.2.1.2 Such work shall be arranged as provided for by clause 8, Hours of Employment, of this award, provided that employees may be rostered to work shift work over five days within a six or seven-day spread with two consecutive days off.
- 11.2.1.3 Crib time on any shift shall be at a time fixed by the employer and shall not be varied except in an emergency; provided that an employee shall not be required to work more than 5 hours without a crib break.

11.2.2

- 11.2.2.1 There shall be a shift roster, which shall provide for rotation unless otherwise agreed between the employer and the employee.
- 11.2.2.2 Such shift roster shall specify the commencing and finishing times of arranged ordinary hours of respective shifts. A copy of such shift roster shall be kept in a prominent place. Such roster having been fixed may be varied by agreement

between the employer and the employee affected to suit the circumstances of the establishment, provided that the Union is notified of such agreement or, in the absence of such agreement, by seven days' notice of such alteration given by the employer to the employee affected or, in the case of changes necessitated by circumstances outside the control of the employer, by twenty-four hours' such notice.

- 11.2.2.3 Day workers may be transferred to shift work by seven days' notice given by the employer to the employee or, in cases where sudden or unforeseen circumstances make the change necessary, by twenty-four hours' such notice.

11.3 Shift Work - Allowances -

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

		Percentages
(1)	Early Morning Shift	12.5
(2)	Permanent Afternoon Shift	17.5
(3)	Permanent Night Shift	30
(4)	Alternate Night/Afternoon Shift:	
	When on afternoon shift	17.5
	When on night shift	30
(5)	Shifts which rotate with a Day Shift:	
	When on afternoon shift	15
	When on night shift	20

- 11.3.2 Shift workers rostered on a shift the major portion of which is performed on a Saturday, Sunday or public holiday shall be paid as follows:

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

The penalty rates prescribed by this subclause for work on a Saturday, Sunday or a public holiday shall be payable in lieu of the shift allowances prescribed in 11.3.1.

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

11.4 Shift Work - Overtime -

For all time worked outside or in excess of the arranged ordinary shift hours or pursuant to circumstances under 11.2.2.2, shift workers shall be paid at time and a half for the first 2 hours and double time thereafter and provided that for shifts the major portion of which falls on a Sunday or a public holiday all overtime shall be paid at the rate of double time.

11.5 Shift Work - Casual Employees -

- 11.5.1 Casual employees may be engaged on shift work on less than 38 hours per week.

- 11.5.2 Such employees must be paid a minimum payment of 8 hours per shift.

- 11.5.3 Casual shift workers shall be entitled to the appropriate shift penalty as provided for in 11.3.1 and 11.3.2, plus 15% loading.

- 11.5.4 Casual shift workers who work in excess of the arranged ordinary hours of the shift on which they are rostered shall be entitled to the appropriate overtime rates provided for in 11.4.

11.5.5 Casual shift workers who work on a rostered shift the major portion of which is performed on a Saturday, Sunday or public holiday shall be paid at the appropriate rates provided for in 11.3.2 and in addition thereto a loading of 15%, provided that such payments for work on a Saturday, Sunday or public holiday shall be in lieu of the shift allowances provided for in 11.3.1.

11.5.6 After a maximum of 5 hours work a casual shift worker shall be entitled to paid crib time of 20 minutes.

11.6 Shift Work - Meal Time -

All shift workers whilst working on early morning, afternoon or night shift shall be entitled to a paid crib time of 20 minutes. Such crib time shall be allowed and taken as prescribed in 11.2.1.3.

11.7 Shift Work - Prior Arrangements -

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

11.8 Shift Work - Alternative Arrangements -

Arrangements as to shift work alternative to those provided for by 11.1 and at penalties different to those provided for by 11.3 may be implemented by means of the procedure provided for in clause 55, Award Modernisation. Provided that employers in industries other than the transport industry may, in relation to rotating shift systems not provided for herein, observe the provisions for such shifts prescribed for the majority of employees in their establishment if they wish to make use of such shifts.

11.9 Shift Work - Government Departments and Authorities -

Notwithstanding the foregoing provisions, employees of contractors and such subcontractors as may be engaged by them on the Snowy Mountains Hydro-Electric Authority, and employees of Departments of the State Government of New South Wales and of the Roads and Traffic Authority may, in lieu thereof, carry out shift work under the terms and conditions as are prescribed by the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award, as varied from time to time, or by any award replacing the said award.

12. RECALL

12.1 An employee recalled for work shall be guaranteed and shall be paid for at least four hours' work for each start at the appropriate rate of pay.

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

13. SATURDAY AND SUNDAY WORK

13.1

13.1.1 An employee required to work on a Saturday shall be paid at the rate of time and one-half for the first two hours and double time thereafter for all time worked, with a minimum payment of four hours at the appropriate rate of pay, whether the employee works for that period of time or not.

13.1.2 An employee (other than an employee working on ordinary shift) who is required to commence work on a Saturday at 12 noon or thereafter, shall be paid at double time.

13.2 An employee required to work on a Sunday shall be paid at the rate of double time for all time worked, with a minimum payment of four hours at the appropriate rate of pay, whether the employee works for that period or not.

14. YOUTHS

14.1

14.1.1 A youth shall mean a person under the age of 21 years.

14.1.2 This clause shall only apply to youths employed in the capacities encompassed by the classification of Transport Worker Grade One.

14.2

14.2.1 Youths shall not be employed as casual hands unless they receive the adult casual rate.

14.2.2 Youths shall not be employed on shift work except by agreement between the employer and the union.

14.2.3 Youths may be employed in the following proportions to the number of adult drivers, not including casual hands, employed by an employer:

When 5 adult drivers are employed	1 youth may be employed.
When 10 adult drivers are employed	2 youths may be employed
When 20 adult drivers are employed	3 youths may be employed
When 40 adult drivers are employed	4 youths may be employed
When 60 adult drivers are employed	5 youths may be employed
When 80 adult drivers are employed	6 youths may be employed
When 100 adult drivers are employed	7 youths may be employed
No employer may employ more than 7 youths.	

14.2.4 Any youth employed under conditions not in accordance with those set out in this clause, shall receive the same rate of pay prescribed by this award for an adult worker performing the same class of work.

14.3

14.3.1 Youths employed under the conditions prescribed in this clause shall be paid, in accordance with their age, a weekly wage calculated as a percentage of the wage specified in Table 1 - Wages (Division A - General Rates), of Part B, Monetary Rates, for the classification of Transport Worker Grade One. Such weekly wage shall be calculated to the nearest ten cents, any fraction of ten cents in the result not exceeding five cents to be ignored.

14.3.2 Youths employed in the capacity of a Transport Worker Grade One shall be paid a percentage rate as set out in the said Table 1.

14.3.3 Youths employed by members of the Tallow Manufacturers' Association as extra hand on vehicles engaged principally in the collection of butchers' bones, fat, etc., shall be paid a percentage as set out in Table 1.

15. LONG DISTANCE RATES

15.1 Long Distance Work:

15.1.1 "Long Distance Work" shall mean driving work on return trips, which are always in excess of 500 road kilometres.

15.1.2 Employers who employ employees for the specific purpose of regularly performing long distance work may apply the provisions of this section of the award to such employees rather than paying such employees according to the usual wages and overtime method.

15.2 Rate of Pay:

15.2.1 Minimum weekly payment -

An employee covered by this section must receive each week no less than the wage rate prescribed for the appropriate classification in clause 7 of this award and in addition 30 percent.

15.2.2 Kilometre Rate -

An employee covered by this section shall be paid the amounts set out in Table 6 - Long Distance Rates of Part B of this award for each road kilometre travelled.

15.3 Payment for Loading and Unloading:

15.3.1 An employee covered by this section shall be paid for any time worked loading or unloading a vehicle at an hourly rate calculated by dividing the appropriate classification rate in clause 7, Wages, by 38. The overtime penalty rates prescribed by clause 9, Overtime, and clause 13, Saturday and Sunday Work, shall apply to such hourly rate for such time worked outside the span of hours of 7.00am to 6.00pm. All loading and unloading duties performed in excess of eight hours shall be paid at the rate of time and one half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime worked.

15.3.2 Where there is a written agreement between the employer and an employee a fixed allowance based on the hourly rates provided for in 15.3.1 hereof may be paid to cover loading and unloading duties, provided that such written agreement is attached to the time and wages record.

15.4 Applicability of Allowances:

The payments provided for in clause 23, Travelling and Living Away Allowances are fully applicable to employees covered by this section. This provision is for the purpose of clarity and is not intended to preclude the operation of any other allowance.

15.5 Future Adjustment of Rates of Pay:

The kilometre rate provided for in 15.2.2 may be varied from time to time by application to the Industrial Relations Commission of New South Wales according to the terms of State Wage Case Decisions from time to time. Any increase in the kilometre rate shall reflect the percentage increase in the rate of pay for the Transport Worker Grade 7 classification.

16. MIXED FUNCTIONS

16.1 An employee required by the employer to work for less than two hours a day on work carrying a higher rate of pay shall be paid at the higher rate for the actual time so worked and when required to work for more than two hours a day on such work the employee shall be paid as for a whole day's work.

16.2 This clause shall not apply to actual periods of one hour or less or to interchange of work arranged between employees to meet their personal convenience.

16.3 On any day on which an employee covered by this award is engaged for more than two hours in the cartage or distribution within New South Wales of petrol or petroleum products from refineries, terminals or depots of oil companies which are respondents to the Transport Workers' (Oil Companies) Federal Award, in force from time to time, the employee shall be paid for each such day at the rate of pay prescribed by this award, or the rate of pay prescribed by the Transport Industry - Petroleum, &c., Distribution (State) Award, whichever is the higher rate.

17. ABSENCES FROM DUTY

Where an employee is absent from duty (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave or jury service) the employee shall, for each day absent, lose average pay for each such day, calculated by dividing the employee's weekly wage rate by 5. An employee who is absent for part of a day shall lose average pay for each hour or part thereof the employee is

absent, calculated by dividing the employee's weekly wage rate by 38. An employee so absent from duty will not accrue the entitlement for normal rostered time off provided for in 8.1.7, Day Work, of clause 8, Hours of Employment, of this award. The employee shall take the employee's time off as rostered but shall be paid, in respect of the week during which the rostered time off is taken, the employee's weekly pay less an amount calculated according to the following formula:

$$\text{Number of day(s) absent during cycle} \times 0.4 \text{ hours} \times \frac{\text{Weekly Wage Rate}}{38}$$

18. MEALS

- 18.1 On the days Monday to Friday, inclusive, there shall be one unpaid break of not less than 30 minutes nor more than one hour for lunch between the hours of 11 a.m. and 2 p.m.

Provided that in the case of an employee working in or in connection with the maritime industry and being engaged in the transportation of cargo to and/or from wharves, container terminals and/or container depots, the break for lunch may be given and taken between the hours of 11.45 a.m. and 1.45 p.m.

Provided further that an employee shall not be required to take a lunch break before a period of four hours, calculated from the employee's normal starting time, has elapsed.

- 18.1.1 Within the limitation prescribed in this subclause, the employer shall nominate the length of the lunch break to be taken by its various employees and this shall be recognised as their regular lunch break. Once fixed, the length of the lunch break may only be altered by three days' notice being given to the employee concerned.

- 18.1.2 An employee whose regular lunch break exceeds 30 minutes may be required by the employee's employer, on any day, to take a lunch break of a lesser period, not being less than 30 minutes and in this case the employee shall be paid at the rate of time and one-half for the time worked during the employee's regular lunch break.

- 18.1.3 An employee engaged in the carriage of frozen or chilled commodities may be required by the employee's employer on any day to continue work through the employee's regular lunch break but, if so required, the employee shall be paid at the rate of time and one-half from the time of commencement of the employee's regular lunch break until such time as he/she is released from duty for lunch.

18.2

- 18.2.1 An employee who is required to work overtime on any weekday for a period of two hours or more after the employee's normal finishing time shall be allowed a paid crib break of 20 minutes not later than 5 hours after the end of the employee's lunch break and the employee shall, unless the employee was notified the previous day or earlier that the employee would be required to work such overtime, be paid a meal allowance of the amount specified in Item 6 of Table 5 of Part B. Where notification to work overtime has been given on the preceding day or earlier and such overtime is then cancelled on the day such overtime was to be worked, an employee shall be paid a meal allowance of the same amount.

- 18.2.2 An employee, who, on any weekday, is recalled to work after having finished work for the day or who is called upon to work before the employee's normal starting time and where such work does not continue up to the employee's normal starting time shall be allowed a paid crib break of 20 minutes for each 5 hours worked calculated from the time of commencement of work or from the end of the previous crib break, whichever applies.

- 18.2.3 An employee who, on any weekday, is required to start work prior to 6.30 a.m. and to continue such work up to and after the employee's normal starting time shall be allowed a paid crib break of 15 minutes between the hours of 8 a.m. and 9 a.m.

18.3

18.3.1 An employee required to work on a Saturday, Sunday or public holiday shall be allowed a paid crib break of twenty minutes for each five hours worked; the said five hours to be calculated from the time of commencement of work or from the end of the previous crib break, whichever applies.

18.3.2 An employee required to work for a period of eight hours between the hours of 7 a.m. and 5.30 p.m. on a Saturday, Sunday or public holiday may be allowed the usual weekday lunch break and, in that case, the provisions of 18.3.1 shall not apply.

18.4 Employees working, whether permanently or from time to time, in or in connection with an industry or establishment where it is the custom to allow conditions relating to meal breaks, crib breaks or meal allowances different from those prescribed in this clause may, at the discretion of the employer, be allowed such different conditions.

18.5 Except so far as is altered expressly by this clause, existing custom and practice concerning crib breaks and meal hours shall continue during the currency of this award.

19. COLLECTING MONEYS

Employees who are required to collect moneys, excluding non-negotiable cheques, on behalf of the employer and/or the employer's clients, upon delivery of goods, shall be paid additional rates as provided for in Table 4 of Part B according to the amount of money carried as set out below:

Where the amount collected per week -

(i)	Exceeds \$30 but does not exceed \$150	Item 1
(ii)	Exceeds \$150 but does not exceed \$250	Item 2
(iii)	Exceeds \$250 but does not exceed \$400	Item 3
(iv)	Exceeds \$400 but does not exceed \$600	Item 4
(v)	Exceeds \$600	Item 5

20. CARRYING MONEY

All goods required to be carried by the employee, as at present recognised in the industry, shall be paid for at the rates provided for in Table 4 of Part B:

- (i) On the level - Item 6
- (ii) Upstairs - Item 7

21. EMPLOYEES CARRYING SALT

All drivers engaged in the delivery of salt in sacks or bags which have to be physically carried away from the vehicle by the employee at the customer's premises shall be paid as provided for in Item 8 of Table 4 of Part B for all salt delivered.

22. OBNOXIOUS MATERIALS

22.1 Employees directly engaged in the loading and/or unloading or the loading and transporting and unloading of the materials named in this subclause, subject to the conditions set out herein, shall be paid the additional rates specified in Table 4 of Part B as provided for as follows-

- 22.1.1 Soda ash, Lignosol, Bulk Sulphur, Phosphate Rock, Manganese, Carbon Black, Lamp Black or Fish Meal (other than in undamaged steel drums, undamaged casks or undamaged polythene bags).....Item 9
- 22.1.2 Oxides, including antimony oxide, zinc oxide, yellow oxide, titanium, red lead, litharge or any oxide with a similar base when free or packed in sacks or bags (other than in undamaged steel drums, undamaged casks or undamaged polythene bags).....Item 10
- 22.2 Drivers of vehicles, engaged on duties in connection with the loading and/or unloading of any of the materials mentioned in 22.1.1, subject to the conditions set out herein, required to carry out such work on wharves, jetties or the like for a period of more than two hours on any one day, shall be paid the additional rate specified in Item 11 of Table 4 of Part B.
- 22.3 Employees engaged in the transportation only of any of the materials in 22.1, when free or packed in sacks or bags, shall be paid the additional rate specified in Item 12 of Table 4 of Part B.
- 22.4 Employees engaged in the loading and/or transportation and/or unloading of hydrogen fluoride shall be paid at the rate of double time whilst so engaged.
- 22.5 Employees engaged in the loading and/or transportation and/or unloading of any of the materials mentioned in this clause and for which extra rates are provided, shall, subject to the conditions specified herein, be paid a minimum of four hours at the appropriate rate for each day upon which the employee is so engaged.
- 22.6 Employees engaged in the loading, unloading or handling by mechanical appliance of any materials in unbroken containers in circumstances such that the employee is not exposed to any disability arising from the obnoxious nature of the materials shall not qualify for the extra rates stipulated herein.
- 22.7 Employees engaged in the loading and/or transporting of hot slag from No. 4 Blast Furnace, No. 5 Blast Furnace, the B.O.S. Plant, the No. 2 Open Hearth and from No. 21 Dump of Australian Iron and Steel Pty. Ltd., Port Kembla, or from No. 4 Blast Furnace and from the liquid pits (excluding the scull area) at Broken Hill Proprietary Co. Ltd., Newcastle, shall be paid in addition to the rate specified in clause 3. Wages, of this award, for the appropriate classification, the additional rate specified in Item 13 of Table 4 of Part B whilst so engaged.
- 22.8 Leave is reserved to the parties to apply as they may be advised for a variation of this clause in relation to the following items: Offal, inflammable or hazardous liquids and gases, cryolites, nitram, nucoclay, powdered molasses, clinker dust and wheat dust.
- 22.9 In the event of any dispute as to the obnoxious nature of any additional materials not mentioned in this clause, or the extra rate to be paid for any goods classified as obnoxious materials or as to the application of 22.6, any party to these proceedings may refer the matter to the Industrial Committee or the Industrial Relations Commission of New South Wales for determination.

23. TRAVELLING AND LIVING AWAY ALLOWANCES

23.1

- 23.1.1 An employee who, on any day, is required by the employer to start work at a place other than the yard, depot, garage or other agreed starting place, shall be in attendance at such place at the time stipulated by the employer ready to commence work but, for all time reasonably spent in reaching such place in excess of the time normally spent in travelling from the employee's home to the yard, depot, garage or other agreed starting place, the employee shall be paid at ordinary rates (except on Sundays and holidays when the rate shall be time and one-half) and the employee shall also be paid any fares reasonably incurred in excess of those normally incurred in travelling between the employee's home and the yard, depot, garage or other agreed starting place.
- 23.1.2 An employee who, on any day, is required by the employer to finish work at a place other than the yard, depot, garage or other agreed starting place shall, for all time reasonably spent in

reaching the employee's home from such place in excess of the time normally spent in travelling from the yard, depot, garage or other agreed starting place to the employee's home, be paid at ordinary rates (except on Sundays or holidays when the rate shall be time and one-half) and the employee shall also be paid any fares reasonably incurred in excess of those normally incurred in travelling between the yard, depot, garage or other agreed starting place and the employee's home.

- 23.2 All time spent in travelling by an employee in ordinary working hours in connection with the employee's work shall be paid for at ordinary rates (except on Sundays and holidays when the rate shall be time and one-half).
- 23.3 All time spent in travelling by an employee outside working hours in connection with the employee's work shall be paid for at ordinary rates (except on Sundays and holidays when the rate shall be time and one-half). Travelling referred to in this subclause shall mean travelling either by train, boat or other conveyance and shall not include travelling by an employee between the employee's home and the employer's yard, depot, garage or other agreed starting place.
- 23.4 Employees engaged on work or in travelling in connection with work which precludes them from reaching their home at night shall be paid all reasonable and actual expenses incurred in obtaining accommodation for the night, including an evening meal, bed and breakfast, provided that:
- 23.4.1 The employee shall submit to the employee's employer an itemised list, with supporting accounts, showing the details of the expenses incurred.
- 23.4.2 Before an employee proceeds on the work, the subject of this subclause, the employee shall be given in advance an amount of money calculated, so far as that is reasonably practical, to cover the expenses to be incurred. Upon the employee's return from such work and the submission of the itemised list referred to in 23.4.1, any balance due to the employer or the employee shall be paid to or by the employee as the case might be.
- 23.4.3 Should an employee not submit the itemised list as required by 23.4.1, the employee shall be paid the amount specified in Item 1 of Table 5 of Part B.
- 23.5 An employee, other than an employee referred to in 23.6 and 23.7, who is required by the employer to spend a Saturday, Sunday or a public holiday away from the employee's home but who is not required to work on such days, shall be paid, in addition to the amount due to the employee in accordance with the provisions of this clause, the amount specified in Item 2 of Table 5 of Part B for each day the employee is required to spend away from the employee's home. The said amount is to compensate the employee for any additional expense and for any inconvenience and/or disability the employee might incur by being required to spend such days away from the employee's home.
- 23.6 An employee who is temporarily transferred to a location which requires the employee to live away from home for a period exceeding one week shall be paid all reasonable and actual expenses incurred in obtaining board and lodging.
- 23.7 When an employee is required to camp out at an established camp connected with the job in relation to which the employee is engaged, the employer shall provide, free of charge, sufficient tent, with fly and equipment, to properly house the employee and the employee shall be paid, in lieu of the payments referred to in this clause, the amount specified in Item 3 of Table 5 of Part B in addition to all other payments due to the employee. If the employee is required to camp out less than 7 days in any week the employee shall be paid the amount specified in Item 4 of Table 5 of Part B for each day the employee is required to camp out.
- 23.8
- 23.8.1 Fares and Travelling Time -

- 23.8.1.1 23.1 shall not apply to employees of the Department of Water Resources, the Department of Public Works, the Roads and Traffic Authority, or the Maritime

Services Board on work in connection with the construction and/or maintenance of water supply and sewerage works, roads, bridges, water conservation and irrigation works, or harbour and reclamation works who are required to report direct to the work site. Such an employee shall be paid the rates and allowed the conditions in respect of fares and travelling time prescribed by the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award, published 21 December 1977, as varied from time to time, or by any award replacing the said award.

- 23.8.1.2 Employees of contractors and such subcontractors may be engaged by them on the Snowy Mountains Hydro-Electric Authority shall be paid the rates and allowed the conditions in respect of fares and travelling time as prescribed by the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award, published 21 Dec. 1977, as varied from time to time, or by any award replacing the award.

23.8.2 Camping Allowance - Any employee of the Government and semi-Government Departments of the State of New South Wales, the Public Works Department, the Roads and Traffic Authority, the Department of Water Resources and contractors and such subcontractors as may be engaged by them on the Snowy Mountains Hydro-Electric Authority who is required to camp out in terms of this subclause shall be paid the camping allowance and, as far as practicable, shall be provided with the same camping and other facilities as are prescribed by the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award, as varied from time to time, or by any award replacing the said award.

23.9 An employee shall not be entitled to an allowance under this clause for any working day on which the employee is absent from duty, except in cases of sickness or for any reason beyond the employee's own control.

23.10 The maximum travelling time to be paid for shall be twelve hours out of every twenty-four hours, or when a sleeping berth is provided by the employer for all night travel, eight hours out of every twenty-four hours. A sleeping berth shall not include a vehicle's sleeper cab.

24. GARAGING

Where an employee, at the request of the employee's employer, garages the employer's motor wagon in covered garage space provided by the employee, such employee shall be paid the amount specified in Item 5 of Table 5 of Part B for each vehicle so garaged in addition to any other payments due to the employee.

25. DISTANT PLACE ALLOWANCE

Employees of Government Departments of the State of New South Wales, the Roads and Traffic Authority, the Department of Water Resources and contractors and such subcontractors as may be engaged by them on the Snowy Mountains Hydro-Electric Authority shall be paid a distant place allowance at the same rate and under the same conditions as are prescribed by the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award, published 21 December 1977, as varied from time to time, or by any award replacing the said award.

26. GENERAL LOADINGS

Roads and Traffic Authority -Traffic Hazzard Allowance- Employees of the Roads and Traffic Authority engaged as tow truck drivers on the Sydney Harbour Bridge shall be paid the allowance as provided in 5.4.7 of the Crown Employees (Roads and Traffic Authority - Wages Staff) Award, as varied from time to time, for each hour or part thereof worked, if any part of the shift is worked on the roadway of the Sydney Harbour Bridge or approaches. Such allowances shall also be paid when the employee is engaged on overtime on the said paid work. The allowance is to compensate for the extra degree of exposure to traffic hazards and shall be paid only to employees engaged under the said classification who actually do work on the roadway of the Sydney Harbour Bridge and approaches.

Employees of the Roads and Traffic Authority employed in or in connection with maintenance and bridge gangs shall be paid the allowance as provided in subclause (xiii) of clause 3, Wages of the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award published 21 December 1977 as varied from time to time. Provided that such employees will comply with any direction of the employer to perform some minor or ancillary part of their work in labourer areas as provided for the Agreement made between the Transport Workers' Union of Australia, New South Wales Branch, and the Australian Workers' Union, New South Wales Branch, set out in exhibit 1 of compulsory conference no. 428 of 1983.

27. UNION'S PICNIC DAY

- 27.1 Easter Saturday shall be recognised as the Union's Picnic Day.
- 27.2 In addition to all other payments due to the employee, a financial member of the union, other than a casual employee, shall, upon proof thereof, be paid an additional day's pay in the pay period in which Easter Saturday falls.
- 27.3 A financial member of the union who is required to work on Easter Saturday shall be paid at the rate of time and one-half for the actual time worked and, in addition, ordinary time for the actual time worked up to a maximum of eight hours pay at ordinary time.
- 27.4 Notwithstanding the provisions of 27.1, 27.2 and 27.3, where an employer observes a paid Picnic Day for the whole of its employees, such a day shall be regarded as a holiday in lieu of the Picnic Day prescribed herein and accordingly such employer shall be exempted from paying the prescribed extra day's pay in the pay period in which Easter Saturday falls and from the other provisions of this clause with respect to payment for work performed on that day.
- 27.5 For the purpose of this clause, "financial member of the union" shall mean an employee who is, at the time of the Picnic Day, a financial member, or who was a financial member of the union as at 31 December of the preceding year.

28. LAUNDRY AND DRY CLEANING - SPECIAL PROVISIONS

The following provisions shall apply only to employees engaged in or in connection with the cartage of laundry and dry cleaning:

- 28.1 Any driver employed delivering or collecting laundry who is required to leave the vehicle to make deliveries or collect shall not be liable for the cost or any part thereof of any article that may be lost or stolen therefrom whilst the vehicle is unattended unless the employee is either:
- 28.1.1 provided with an extra hand; or
- 28.1.2 the vehicle is capable of being closed and securely locked.
- This subclause shall not be read or taken to relieve the employee from responsibility to the employer for ordinary diligence, care and honesty.
- 28.2 Credit shall not be given by any employee unless authorised by the employer. An employee shall not be held responsible for or called upon to make good any bad debts or part thereof unless contracted in contravention of this subclause.
- 28.3 Employees may, by individual agreement in writing, work ordinary hours over a seven-day spread under the terms of the relevant provisions of the award covering the majority of employees in the enterprise.
- 28.4 Employees who are required to collect moneys, excluding not-negotiable cheques, on behalf of the employer and/or the employer's clients shall be paid an additional amount by the employer to compensate for this work. Clause 19, Collecting Moneys, shall not apply.
- 28.5 The employer may deduct the value of items of uniform not returned upon termination if such deduction is authorised by the employee concerned.

29. CHAUFFEURS - SPECIAL PROVISIONS

- 29.1 The wage rate for chauffeurs/drivers of vehicles used for the purpose of carrying person(s) is as set out in Table 1 - Wages (Division A - General Rates), of Part B, Monetary Rates.
- 29.2 Chauffeurs/drivers of vehicles used for the purpose of carrying person(s) who are paid not less than 20 per cent above the total weekly rate of pay prescribed by the said Table 1, shall be exempted from clause 8, Hours of Employment, and clause 10, Limitation of Overtime, of the parent award.
- 29.3 Members of the Bus and Coach Association whose employees regularly drive vehicles with more than one but less than eight passengers shall be exempt from the provisions of this award, in so far as such employees are concerned; provided that they observe in lieu thereof the terms and conditions of the Transport Industry - Motor Bus Drivers and Conductors (State) Award published 14 May 1993 (275 I.G. 23) as varied.

SECTION III - EMPLOYER AND EMPLOYEE DUTIES, EMPLOYMENT RELATIONSHIP

30. TERMS OF EMPLOYMENT

- 30.1 An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- 30.2 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 trained in the use of such tools and equipment.
- 30.3 The employment of a weekly or part-time employee may be terminated only by one week's notice on either side which may be given at any time or by payment by the employer or forfeiture by the employee of a week's pay in lieu of notice. This shall not affect the right of the employer to dismiss an employee without notice in the case of an employee guilty of misconduct.
- 30.4 An employee with more than two months' service on leaving or being discharged shall, upon request, be given a reference or certificate of service in writing. Such reference or certificate of service shall at least contain information as to the length and nature of the employment of the employee.

31. PAYMENT OF WAGES

- 31.1 The employer shall elect either to observe the Payment of Wages provisions contained in 31.2, 31.3, 31.4, 31.7, 31.8 and 31.9 or, alternatively, the same Payment of Wages provisions prescribed for employees engaged in the principal business functions, undertakings or industries of the employer.
- 31.2 Subject to 31.6, of this clause, all wages shall be paid weekly in cash, on Thursday or Friday as determined by the employer and the day, on being fixed, shall not be altered more than once in three months. Provided that where a public holiday falls on a Friday, the payment of wages that week shall, as far as practicable, be made on the preceding Wednesday. Provided further that wages may be paid by cheque or be electronic funds transfer with the agreement of a majority of employees at each yard.
- 31.3 No employee should have the employee's payday changed unless the employee has been given at least seven days' notice.
- 31.4 Except as otherwise provided for in this clause no employer shall hold more than two days' wages in hand.
- 31.5 Where an employer holds less than two days' wages in hand, payment for any overtime worked after the normal finishing time on the last day of the pay week shall be paid to the employee on the next succeeding pay day.

- 31.6 Casual employees shall be paid at the end of each day or at the termination of their casual employment.
- 31.7 Wages shall be paid to the employee at the yard, depot, garage or other agreed starting place or otherwise by agreement between the employer and the employee or employees concerned. Failing agreement the matter may be referred to the Conciliation Committee for decision.
- 31.8 Wages shall be paid without unnecessary delay after the employee ceases work on the day set apart as payday. An employee kept waiting for the employee's wages on pay day for more than a quarter of an hour after ceasing work shall be paid at overtime rates after that quarter of an hour with a minimum payment equal to 1/5th of an hour.
- 31.9
- 31.9.1 In the case of an employee whose services are terminated on other than a payday, such employee shall be paid all wages due either prior to or immediately upon cessation of work on the final day of the employee's employment.
- 31.9.2 An employee, other than a casual employee, who desires to terminate his/her employment on a day other than pay day shall give notice to the employer on commencing work in the morning, in which case the employee shall be paid all wages due to the employee when the employee has finished the day's work, otherwise wages may be paid on the following working day at a time stipulated by the employer but not later than 12 midday.
- 31.10 Notwithstanding the provisions of this clause:
- 31.10.1 Dunlop Rubber Australia Limited may pay weekly employees on Wednesday of each week up to the end of the preceding calendar week.
- 31.10.2 The pay day and the days held in hand for employees employed in a mixed enterprise shall be the same as for the majority of employees in that industry conditional upon the employer notifying the union.
- 31.11 Each employee shall be supplied with a pay envelope or statement in writing on which shall be endorsed those things required by clause 6 of the Industrial Relations (General) Regulation 1996, including the following:
- 31.11.1 The name and classification of the employee.
- 31.11.2 The gross amount of wages, inclusive of overtime and other earnings.
- 31.11.3 The amount paid as overtime or such information as will enable the amount paid overtime to be calculated by the employee.
- 31.11.4 The amount deducted for taxation purposes.
- 31.11.5 Particulars of all other deductions or the total amount of such deductions; and
- 31.11.6 The net amount paid.

32. DUTIES OF DRIVERS

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

33. UNAUTHORISED PERSONS RIDING ON VEHICLES

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

34. TOOLS AND APPARATUS

- 34.1 The employer shall provide and maintain all necessary tools, ropes and packing.
- 34.2 In all cases where employees are called upon to handle pianos, pianolas or the like, piano straps shall be provided.
- 34.3 In all cases where employees are called upon to move heavy articles reasonably requiring the use of a Samson or other suitable type of truck this shall be provided.
- 34.4 An employee when instructed to cart, load or unload wool shall be provided with a suitable wool hook.

SECTION IV - LEAVE ENTITLEMENTS AND PUBLIC HOLIDAYS

35. LONG SERVICE LEAVE

- 35.1 See *Long Service Leave Act* 1955.
- 35.2 Where an employee takes long service leave the employee's entitlement to accrue towards time off pursuant to 8.1.7 of this award shall cease. The employee shall not be entitled to time off during the period of long service leave. In lieu, the employee shall be paid the value of accrued entitlement outstanding to the employee on the last day of work prior to taking long service leave.

36. SICK LEAVE

- 36.1 "Year" shall mean the period from 1 July to 30 June next following.
- 36.2 An employee, other than a casual employee, with not less than three months' continuous service with the employer who is absent from work by reason of personal illness or injury, not being illness or injury arising out of or in the course of employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:
 - 36.2.1 He/she shall, unless it is not reasonably practicable so to do (proof whereof shall be on the employee), before his/her ordinary starting time on the first day of the absence, and in any event within twenty-four hours, inform the employer of his/her inability to attend for duty and, as far as practicable, state the nature of the illness or injury and estimated duration of the absence.
 - 36.2.2 He/she shall furnish to the employer such evidence as the employer may reasonably desire that he/she was unable, by reason of such illness or injury, to attend for duty on the day or days for which sick leave is claimed.
 - 36.2.3 Except as hereinafter provided, he/she shall not be entitled in any year (as defined), whether in the employ of one employer or several in the aforesaid industry in such year, to leave in excess of forty hours of ordinary working time.

Provided that:

- 36.2.3.1 If his/her employment continues with the one employer after the first year, his/her leave entitlement shall increase to a maximum entitlement of 64 hours of ordinary working time, at which figure it shall remain for any subsequent years of continued employment.

- 36.2.3.2 If the employment of an employee who has become entitled to leave in accordance with 36.2.3.1 is terminated for any reason, he/she shall not be entitled, in the employ of any employer in the industry in that year, to leave in excess of forty hours' ordinary working time.
- 36.3 For the purpose of administering 36.2.3, an employer within two weeks of the employee entering his/her employment, may require an employee to make a statutory declaration or other written statement as to what paid leave of absence he/she has had from any employer during the then current year and upon such statement the employer shall be entitled to rely and act.
- 36.4 The rights under this clause shall accumulate from year to year, so long as his/her employment continues with the one employer, so that any part of the leave entitlement which has not been allowed in any year may be claimed by the employee and shall be allowed by that employer, subject to the conditions prescribed by this clause, in a subsequent year of continued employment.
- 36.5 If an award holiday occurs during an employee's absence on sick leave, then such award holiday shall not be counted as sick leave.
- 36.6 Service before the date of coming into force of this clause shall be counted as service for the purpose of assessing the sick leave entitlement in any year under 27.2.3, but shall not be taken into consideration in arriving at the period of accumulated leave.
- 36.7 Accumulated sick leave to the credit of an employee at the commencement of the award shall not be affected or reduced by the operation of this clause.
- 36.8 Where an employee is sick or injured on the weekday the employee is to take off in accordance with the provisions of 8.1.7 of this award, the employee shall not be entitled to sick pay nor will the employee's sick pay entitlement be reduced as a result of the employee's sickness or injury on that day.

37. PERSONAL/CARER'S LEAVE

37.1 Use of Sick Leave

- 37.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 37.1.3.2, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 36, 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.
- 37.1.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- 37.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:
- 37.1.3.1 the employee being responsible for the care of the person concerned; and
 - 37.1.3.2 the person concerned being:
 - 37.1.3.2.1 a spouse of the employee; or
 - 37.1.3.2.2 a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - 37.1.3.2.3 a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent

and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

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

37.1.3.2.5 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.

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

37.2 Unpaid Leave for Family Purpose

37.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 37.1.3.2 who is ill.

37.3 Annual Leave

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

37.3.2 Access to annual leave, as prescribed in 37.3.1, shall be exclusive of any shutdown period provided for elsewhere under this award.

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

37.4 Time Off in Lieu of Payment for Overtime

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

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

37.4.3 If, having elected to take time as leave in accordance with 37.4.1, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.

37.4.4 Where no election is made in accordance with 37.4.1, the employee shall be paid overtime rates in accordance with the award.

37.5 Make-up Time

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

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

37.6 Rostered Days Off

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

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

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

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

38. BEREAVEMENT LEAVE

38.1 An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay, up to and including the day of the funeral, on each occasion of the death of a person within Australia as prescribed in 37.1.3.

38.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.

38.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in 37.1.3, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.

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

38.5 Bereavement leave may be taken in conjunction with other leave available under 37.2, 37.3, 37.4 and 37.5. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

39. ANNUAL LEAVE

39.1 See *Annual Holidays Act 1944*.

39.2

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

39.2.2 Upon an employee taking annual leave, the employee's work cycle in respect of which the employee becomes entitled to a weekly accrual for time off pursuant to 8.1.7, shall be suspended and the employee shall not be entitled to further accrual until the employee's return from leave. Upon resumption of work, the entitlement period for accrual shall resume and the employee shall

be entitled to be rostered to take time off and shall so take time off upon completing the balance of the work cycle.

39.3 Seven-day shift workers, i.e., employees whose ordinary working period includes Sundays and holidays on which they may be regularly rostered for work:

39.3.1 In addition to the benefits provided by 39.2, and by section 3 of the *Annual Holidays Act 1944* (with regard to an annual holiday), an employee who, during the year of the employee's employment with respect of which the employee becomes entitled to the said annual holiday, gives service as a seven-day shift worker shall be entitled to the additional leave as specified hereunder:

39.3.1.1 If during the year of the employee's employment the employee has served continuously as such seven-day shift worker - additional leave with respect to that year shall be one week.

39.3.1.2 Subject to 39.3.1.4, if during the year of the employee's employment the employee has served for only portion of it as such seven-day shift worker - the additional leave shall be one day for every thirty-six ordinary shifts worked as a seven-day shift worker.

39.3.1.3 Subject to 39.3.1.4, the employee shall be paid for such additional leave at the ordinary rate of wages to which the employee is entitled under clause 2, Basic Wage, and clause 3 Wages, of this award, for the number of ordinary hours of work for which such employee would have been rostered for duty during the period of additional leave had such employee not been on such additional leave.

39.3.1.4 Where the additional leave calculated under this subclause is or includes a fraction of a day such fraction shall not form part of the leave period and any such fraction shall be discharged by payment only.

39.3.1.5 In this clause reference to "one week" and "one day" includes holidays and non-working days.

39.3.2 Where the employment of a worker has been terminated and the employee thereby becomes entitled under section 4 of the *Annual Holidays Act 1944*, to payment in lieu of an annual holiday, with respect to a period of employment, the employee also shall be entitled to an additional payment of three and one-half hours at such ordinary rate of wages with respect to each twenty-one shifts of service as such seven-day shift worker which the employee has rendered during such period of employment.

39.4 Employees of employers engaged in other than the transport industry shall receive the same annual leave conditions as apply to the employees of the industry or establishment in which they are working.

40. PUBLIC HOLIDAYS

40.1

40.1.1

40.1.1.1 The days on which New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day are observed in the areas concerned, together with such other days which may be proclaimed by the Government and which are observed as public holidays for the area covered by this award, shall be recognised as public holidays.

40.1.1.2 Employees, other than casual employees, shall be entitled to the public holidays specified in 40.1.1.1, without loss of pay.

- 40.1.2 An employee, other than a casual employee, required to work on -
- 40.1.2.1 Christmas Day or Good Friday shall be paid at the rate of double time for the actual time worked in addition to the day's pay to which the employee is entitled for those days in accordance with 40.1.1.2.
 - 40.1.2.2 Any of the other days prescribed in 40.1.2.1, shall be paid at the rate of time and one-half for the actual time worked in addition to the day's pay to which the employee is entitled for those days in accordance with 40.1.1.2.
- 40.1.3 Should any of the prescribed public holidays fall on a Saturday or Sunday and another day in lieu thereof is not proclaimed by the Government for the observance of such public holiday, an employee, other than a casual employee, required to work on such public holiday shall be paid for all work performed on -
- 40.1.3.1 Christmas Day - double time for the actual time worked and, in addition, ordinary time for the actual time worked up to a maximum of eight hours' pay at ordinary time.
 - 40.1.3.2 Any of the other days prescribed in 40.1.1.1 - time and one-half for the actual time worked and, in addition, ordinary time for the actual time worked up to a maximum of eight hours' pay at ordinary time.
- 40.1.4 A casual employee required to work on any of the public holidays prescribed in 40.1.1.1, shall be paid double time for all time worked, with a minimum payment for eight hours' work.
- 40.1.5 An employee required to work on any of the public holidays prescribed in 40.1.1.1, shall be guaranteed four hours' work or shall be paid for four hours at the appropriate rate.
- 40.2 Employees engaged in association with an industry or establishment shall receive the same conditions with respect to holiday work as the employees of the industry or establishment in association with which they are working.
- 40.3 An employee, other than a casual employee, whose services are dispensed with within seven days of the commencement of any week in which one or more public holidays occur and who is re-engaged by the same employer within seven days of the said week, shall be paid an ordinary day's pay for each public holiday so occurring at the rate prescribed for the class of work performed by the employee prior to the employee's services being dispensed with.
- 40.4 An employee, other than a casual employee, who, without permission of the employee's employer or without reasonable cause, is absent from duty on the working day immediately preceding or the working day immediately succeeding any public holiday or series of holidays, shall not be entitled to payment for such public holiday or series of public holidays, provided that if an employee is absent as aforesaid on one only of the working days preceding or succeeding a series of public holidays the employee shall lose the holiday pay only for the holiday closest to the day of the employee's absence.
- 40.5 Where an employee is rostered to take time off pursuant to 8.7.1, and such rostered time off falls on any of the public holidays referred to in 40.1.1.1, the employee shall be entitled to replacement time off, to be taken on the following basis:
- 40.5.1 Where the time off not taken fell on either a Friday or Monday, the next practicable Friday or Monday shall be taken for the purposes of replacement time off.
 - 40.5.2 Where the time off not taken fell on a Tuesday, Wednesday or a Thursday, the replacement time off shall be taken on the first practicable day available for the taking of such replacement time off.

41. JURY SERVICE

- 41.1 An employee required to attend for jury service during the employee's ordinary hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of 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.
- 41.2 An employee shall notify the employee's employer as soon as possible of the date upon which the employee is required to attend for jury service. Further, the employee shall give his/her employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.
- 41.3 Where the day or days upon which an employee is required to attend for jury service coincide with time rostered for the employee to take off pursuant 8.1.7, of this award, such rostered time off shall be deemed to have been taken in accordance with the roster.

SECTION V - TRAINING AND OCCUPATIONAL HEALTH AND SAFETY

42. FIRST AID

- 42.1 An employee appointed by the employer to perform first aid shall be paid the amount specified in Item 14 of Table 4 of Part B, in addition to the employee's ordinary rate during such appointment.
- 42.2 First aid Outfit - A first aid outfit shall be provided by the employer at each establishment, yard, depot and garage where there are employees covered by this award.

Such outfit is to comprise a First aid Ambulance Chest, which shall:

- 42.2.1 be of wood or metal, be dustproof and be distinctly marked with a white cross upon a green ground;
- 42.2.2 be so equipped and maintained as to contain at least the articles and appliances specified by the First aid Regulations under the Factories, Shops and Industries Act 1962;
- (Note: The employer shall display a copy of the appropriate Schedule, above referred to, on or adjacent to the First aid Ambulance Chest.)
- 42.2.3 contain nothing except requisite articles and appliances for first aid;
- 42.2.4 be readily accessible to the persons employed in the establishment, yard, depot and garage; and
- 42.2.5 be placed under the charge of a responsible person or persons who, or one of whom, shall always be readily available during working hours. A clearly legible notice stating the name or names of the person or persons in charge of the ambulance chest shall be affixed in a conspicuous position on or adjacent to the chest.

43. COMMITMENT TO TRAINING

- 43.1 The parties to this award recognise that in order to increase the efficiency, productivity and competitiveness of employers' transport operations, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
- 43.1.1 developing a more highly skilled and flexible workforce;
- 43.1.2 providing employees with career opportunities through appropriate training to acquire additional skills; and
- 43.1.3 removing barriers to the utilisation of skills acquired.
- 43.2 Following proper consultation in accordance with clause 55, Award Modernisation, or through the establishment of a training committee, an employer shall develop a training program consistent with:

- 43.2.1 the current and future skill needs of the enterprise;
- 43.2.2 the size, structure and nature of the operations of the enterprise;
- 43.2.3 the need to develop vocational skills relevant to the enterprise and the transport industry through courses conducted by accredited educational institutions and/or providers.
- 43.3 Where it is agreed a training committee be established, that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example:
 - 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.
- 43.4
 - 43.4.1 Where, as a result of consultation in accordance with clause 55, Award Modernisation, or through a training committee and with the employee concerned, it is agreed that additional training in accordance with the program developed pursuant to 43.2 should be undertaken by an employee, that training might 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.
 - 43.4.2 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 also be on an annual basis subject to the presentation of reports of satisfactory progress.
 - 43.4.3 Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.
- 43.5 42.2, 42.3 and 42.4 shall operate as interim provisions and shall be reviewed after nine months' operation. In the meantime, the parties shall monitor the effectiveness of those interim provisions in encouraging the attainment of the objectives detailed in 43.1. In this connection, the Union reserves the right to press for the mandatory prescription of a minimum number of training hours per annum, without loss of pay, for an employee undertaking training to meet the needs of an individual enterprise.
- 43.6 Any disputes arising in relation to 43.2 and 43.3 shall be subject to the provisions of clause 50, Disputes Procedure, of this award.

44. AMENITIES

- 44.1 The following facilities shall be available at all yards, depots or garages where employees are engaged under the provisions of this award:
 - 44.1.1 Proper dressing rooms with adequate washing facilities, including showers with both hot and cold water.
 - 44.1.2 Proper lock-up clothing lockers.

44.1.3 Where employees are required to partake of meals at the employer's yard, depot or garage, a dining room with adequate seating and table accommodation for the partaking of meals, also facilities for boiling water and heating food.

44.1.4 Proper lavatory facilities.

44.2 Employees shall place all personal belongings in the lockers provided.

45. UNIFORMS AND PROTECTIVE CLOTHING

45.1 Where an employee is required by his/her employer to wear distinctive dress the same shall be provided, free of cost, by the employer.

45.2 When requested by the employee, an employer shall provide rubber gloves, gumboots and waterproof coat or apron, free of cost, for the use at work by an employee required to wash vehicles.

45.3 An employee engaged as a motorcycle driver shall be provided by the employer with waterproof trousers and coat for use in connection with the employee's work.

45.4 Wet weather clothing consisting of waterproof hat, coat and trousers shall be provided for employees required to work in rain.

45.5 The clothing provided in accordance with this clause shall be renewed when reasonably necessary. It shall only be worn when the employee is engaged on work for the employer and shall remain the property of the employer and shall be returned to the employee on demand in a condition commensurate with normal wear and tear. An employee may be required by the employer to sign a receipt for such clothing upon it being issued to the employee.

45.6 Steel-capped boots and gloves shall be provided for drivers and loaders engaged regularly in the cartage of steel.

46. LIMITATIONS OF DRIVING HOURS

See the Motor Traffic Act and Regulations

47. HOODS AND WINDSCREENS

The employer shall provide all motor wagons with hood, windscreen, cushioned seat and backrest. The driver's cabin of each vehicle shall be ventilated adequately and shall be supplied with cabin doors and windows; where this is not practicable side curtains may be fitted as an alternative. No driver shall be required to drive a vehicle with a cracked or broken windscreen, windows, rear vision mirror or lights which contravenes the NSW Motor Traffic Act and Regulations.

48. TRAINEESHIP (ATS)

48.1 Objective - The parties have concentrated their attention and efforts on achieving a situation which will enhance the prospects of the employment of young persons who otherwise would be unlikely to gain employment and training in the areas of furniture removal and freight forwarding.

An objective of the Australian Traineeship System is to provide additional employment and training opportunities for young people.

Where possible, traineeship positions shall be additional to normal staff numbers, provided that existing full-time employees shall not be displaced by trainees.

48.2 Training Conditions -

48.2.1 A trainee (ATS) shall attend an approved on and off-the-job training course or program prescribed in the relevant training agreement or as notified to the trainee by the Industrial and Commercial Training Council of New South Wales.

48.2.2 These conditions shall apply to persons engaged under the Australian Traineeship System and shall operate in respect of persons engaged by responding employers as trainees (ATS) bound by a training agreement between the employer and the trainees which has been approved pursuant to the Australian Traineeship System and the Industrial and Commercial Training Council of New South Wales.

48.2.3 The employer shall provide a level of supervision in accordance with the approved training plan during the traineeship period.

48.3 Employment Conditions -

48.3.1 The trainee (ATS) shall be engaged for a period of twelve months as a full-time employee provided that the trainee (ATS) shall be subject to a satisfactory probation period of up to one month.

48.3.2 The trainee (ATS) is permitted to be absent from work without loss of continuity of employment to attend the off-the-job training in accordance with the training agreement.

48.3.3 Where the employment of a trainee (ATS) by an employer is continued after the completion of the traineeship period such traineeship period shall be counted as service for the purposes of the award and long service leave entitlements.

48.3.4 Overtime shall not be worked by trainees. When shift work is worked to enable the requirements of the training plan to be affected, the relevant penalties and allowances of the award based on the trainee wage will apply. No trainee (ATS) shall work shift work on their own.

48.3.5 All other conditions of the award shall apply except for clause 14, Youths (other than 14.2.1) and clause 16, Mixed Functions. The parties may apply for a ratio of trainees to adult employees to be inserted into the award.

48.3.6 The union shall be afforded all reasonable access to trainees in accordance with Section 129A of the *Industrial Arbitration Act 1940*.

48.3.7 Trainees (ATS) shall be exempt from action with respect to industrial disputes. However, trainees shall not perform work, which is the subject of an industrial dispute.

48.4 Wages - Trainees (ATS) employed under the terms and conditions of this clause shall receive weekly rates of pay calculated by using the prescribed percentages of the appropriate award rate and further adjusting by multiplying by a factor of .75 in order to spread weekly payment over the duration of the traineeship as per the following table:

At 20 years of age	90% of appropriate award rate x .75
At 19 years of age	80% of appropriate award rate x .75
At 18 years of age	75% of appropriate award rate x .75
At 17 years of age	70% of appropriate award rate x .75

Provided that the trainee weekly rate shall in no case be less than the minimum rate prescribed by the Australian Traineeship System Guidelines, which, as at 5 February 1988, was \$101.50 per week and is to be adjusted in accordance with State Wage Case Decisions.

SECTION VI - INDUSTRIAL RELATIONS AND THE UNION AND OTHER PROVISIONS

49. COMMITMENT

- 49.1 It is a term of this award (arising from the decision of the Industrial Relations Commission in Court Session in the State Wage Case of 29 May 1991) that the union undertakes, for the duration of the principles determined by that decision, not to pursue any extra claims, award or overaward, except when consistent with those principles.
- 49.2 49.2.1 The parties will continue to negotiate to ensure that transport operations work as flexibly as possible in order to meet customer demand.
- 49.2.2 Employees within each grade in the new structure to be introduced are to perform a wider range of duties, including work, which is incidental or peripheral to their main tasks or functions.
- 49.2.3 Subject to agreement at enterprise level, employees are to undertake training for the wider range of duties and for access to higher classifications.
- 49.2.4 The parties will not create barriers to advancement of employees within the award structure or through access to training.
- 49.2.5 The parties will co-operate in the transition from the old structure to the new structure in an orderly manner without creating false expectations or disputation.
- 49.3 The rates of pay in this award include the adjustments payable under the State Wage Case 2000. These adjustments may be offset against:
- 49.3.1 any equivalent over award payments, and/or
- 49.3.2 award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

50. DISPUTES PROCEDURE

- 50.1 Subject to the *Industrial Relations Act* 1996, any dispute shall be dealt with in the following manner:
- 50.1.1 In the event of an industrial dispute, the representative of the Union on the job and the Transport Supervisor shall attempt to resolve the matter(s) in issue in the first place.
- 50.1.2 In the event of failure to resolve the dispute at job level the matter shall be the subject of discussions between an organiser of the Union and the Transport Manager.
- 50.1.3 Should the dispute still remain unresolved the Secretary of the Union or the Secretary's representative will confer with senior management.
- 50.1.4 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.
- 50.2 All work shall continue normally while these negotiations are taking place.

51. RIGHT OF ENTRY

See Part 7 of Chapter 5 of the *Industrial Relations Act*, 1996. (NOTE: This provides that a duly accredited representative of the union shall have the right to enter any work place or premises for the purpose of interviewing employees and investigating suspected breaches of awards or agreements or the Industrial Relations Act 1996 and in such investigations inspect time and pay sheets - so long as the representative does not unduly interfere with the work being performed by any employee during working time).

52. UNION DELEGATE

- 52.1 An employee appointed as union delegate to the yard, depot or garage shall, upon notification thereof to the employer by the branch or sub-branch Secretary of the union be recognised as the accredited representative of the union.
- 52.2 Any matter arising in the yard, depot or garage affecting members of the union may be investigated by the delegate and discussed with the employer or its representative. The delegate shall, at his/her request, be allowed a reasonable opportunity to carry out such duties at a time reasonably convenient to the employee and the employer.
- 52.3 If a matter in dispute is not settled, the delegate shall, on request, be allowed access to a telephone for a reasonable opportunity of notifying the union branch or sub-branch concerned.

53. NOTICE BOARD

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

54. EXEMPTIONS

- 54.1 Government and quasi-government bodies shall be exempt from clause 36, Sick Leave, clause 39, Annual Leave, clause 35, Long Service Leave, clause 38, Bereavement Leave, and clause 41, Jury Service, and shall in lieu thereof be bound by the provisions of the Government Uniform Leave Conditions.
- 54.2 Australian Window Glass Pty. Limited is exempted from the provisions of this award as to employees engaged in loading goods or materials at wharves or at railway yards or elsewhere (other than within the company's premises or to or from the stores of the company or subsidiary companies), provided such employees are paid for the time so engaged at not less than the rates (reduced to an hourly basis) provided for such work by this award.
- 54.3 Commonwealth Steel Company Limited is exempted from this award in respect of employees employed at its works at Unanderra.
- 54.4 Clause 50, Disputes Procedure, shall not apply to the Roads and Traffic Authority and its employees, which shall in lieu thereof, be covered by the terms of the Memorandum of Agreement lodged in Matter No. 579 of 1983.
- 54.5 F J Walker Foods is exempted from all parts of this award, with respect to employees at the Company's Blacktown site.

55. AWARD MODERNISATION

- 55.1 Award Modernisation Commitment - The parties are committed to modernising the terms of the award so that it provides for more flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction and assists positively in the restructuring process. All registered industrial organisations, which are parties to this award, will continue to meet with the aim of modernising the award.
- 55.2 Consultation - At each enterprise, a consultative mechanism and procedures appropriate to the size, structure and needs of that enterprise shall be established for consultation and negotiation on matters affecting the efficiency and productivity of that enterprise.
- 55.3 Enterprise Arrangements -
 - 55.3.1 As part of the Structural Efficiency exercise and as an ongoing process for the achievement of improvements in productivity and efficiency, discussions should take place at an enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction, and positive assistance in the restructuring

process and to encourage consultation mechanisms across the workplace to all employees in an enterprise and consideration of a single bargaining unit in all multi-union/union award workplaces.

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

55.3.3 At any stage in the development and/or conduct of enterprise level discussions, the parties may utilise the disputes procedure (clause 48) for assistance in progressing discussions.

55.3.4 Nothing in this clause shall prohibit the Union and an employer Association assisting in making an arrangement to cover a number of enterprises in the same section of industry or in a similar business or enterprise which will assist or enhance the efficient operation of any enterprise and further the aims of 55.3.1.

55.3.5 The terms of any genuine arrangement reached between an employer and employee(s) in any enterprise shall, after due processing, substitute for the provisions of this award to the extent that they are contrary, provided that:

55.3.5.1 The majority of employees affected genuinely agree.

55.3.5.2 All employees have been provided with the current provisions (eg award or industrial agreement or enterprise arrangement) that apply at the place of work.

55.3.5.3 Such arrangement is consistent with the current State Wage Case principles.

55.3.5.4 No existing employee shall suffer a reduction in entitlement to earnings, award or overaward, for working ordinary hours of work as the result of any award changes made as part of the implementation of the arrangement.

55.3.6 Such enterprise arrangement shall be processed as follows:

55.3.6.1 The arrangement shall be committed to writing and shall include a date of operation and a date of expiration.

55.3.6.2 The arrangement shall be signed by the employer, or the employer's duly authorised representative, and the representative/s of the employees, or the Union and a copy shall be sent to the Secretary of the Union and to the executive officer of the relevant employer's Association(s).

55.3.6.3 The Union and relevant employer Association(s) shall have 21 days in which to notify the employer (who shall then notify the employee's representatives) of any objection to the arrangement, including the reasons for such objection. Where an objection is raised the parties should confer in an effort to resolve their different views. If the matter is not resolved in that way the employer may make application to vary the award to facilitate the arrangement. Such application shall be made to the Industrial Relations Commission of NSW.

55.3.6.4 The Union and/or employer Association shall not unreasonably withhold consent to the arrangements agreed upon by the parties.

55.3.6.5 If no party objects to the arrangement, then a consent application shall be made to the Industrial Relations Commission to have the arrangement approved and the award varied in the manner specified in paragraph (6). Such applications are to be processed in accordance with the appropriate State Wage Case principles.

- 55.3.6.6 Where an arrangement is approved by the Industrial Relations Commission and the arrangement is contrary to any provisions of the award, then the name of the enterprise to which the arrangement applies, the date of operation of the arrangement, the award provisions from which the said enterprise is exempt, and the alternative provisions which are to apply in lieu of such award provisions (or reference to such alternative provisions), shall be set out in Schedule "A" to the award.
- 55.3.6.7 Such arrangement when approved shall be displayed on a notice board at each enterprise affected.

56. REDUNDANCY

See the Transport Industry - Redundancy (State) Award, 284 I.G. 1395.

PART B

MONETARY RATES

TABLE 1

WAGES (DIVISION A - GENERAL RATES)

Classification	Former Wage Rate per week \$	2000 SWC Adjustment \$	New Wage Rate per week \$
Transport Worker Grade One	432.40	15.00	447.40
Transport Worker Grade Two	446.00	15.00	461.00
Transport Worker Grade Three	455.00	15.00	470.40
Transport Worker Grade Four	463.60	15.00	478.60
Transport Worker Grade Five	484.70	15.00	499.70
Transport Worker Grade Six	490.00	15.00	505.00
Transport Worker Grade Seven	506.40	15.00	521.40
Transport Worker Grade Eight	536.90	15.00	551.90
Chauffeurs/drivers of vehicles used for the purpose of carrying persons	436.50	15.00	451.50

Youths employed in the capacity of a Transport Worker Grade One:

	Percentage of the wage for a Transport Worker Grade One
At 18 years of age	75
At 19 years of age	85
At 20 years of age	90

Youth employed by members of the Tallow Manufacturers' Association:

	Percentage of the wage for a Transport Worker Grade One
At 16 years of age	65
At 17 years of age	70
At 18 years of age	75
At 19 years of age	85
At 20 years of age	90

TABLE 2**ALLOWANCES (DIVISION B - READY-MIXED CONCRETE INDUSTRY)**

Item	Clause	Brief Description	Former Amount \$	New Amount + 3.1% \$
1	7.2.1	Driver Agitator Trucks	0.40	0.41 per hour
2	7.2.1	Maximum payment agitator trucks	15.21	15.68 per week
3	7.2.4	Delivery/placement of concrete rate	1.26	1.30 per hour

TABLE 3**ALLOWANCES (DIVISION C - EXTRA PAYMENTS)**

Item	Clause	Brief Description	Former Amount \$	New Amount \$
1	7.3.1	Leading hands	23.90	24.64 per wk
2	7.3.2	Collecting butchers bones, fat, etc.	4.96	5.11 per wk
3	7.3.3	Extra horses	12.44	12.83 per horse per wk
4	7.3.4	RTA employees attending compressors	3.51	3.62 per day or part thereof
5	7.3.5	Working in forests	15.59	16.07 per wk
6	7.3.6.1.1	Long/wide loads	1.24	1.28 per hr or part thereof
7	7.3.6.1.1	Long/wide loads - minimum payment	4.96	5.11 per day
8	7.3.6.1.2	Long/wide loads	2.32	2.39 per hr or part thereof
9	7.3.6.1.2	Long/wide loads minimum payment	9.29	9.58 per day
10	7.3.6.2	Rear-end steering	3.42	3.53 per hr or part thereof
11	7.3.6.2	Rear-end steering minimum payment	13.56	13.98 per day
12	7.3.7	HIAB cranes, etc.	21.15	21.81 per wk
13	7.3.8	Removal and delivery of furniture etc.	3.97	4.09 per day or part thereof
14	7.3.9	Handling of diapers - weekly employees	1.65	1.70 per wk
15	7.3.9	Handling of diapers casual employees	0.34	0.35 per day

TABLE 4**OTHER WORK RELATED ALLOWANCES**

Item No.	Clause No.	Brief Description	Former Amount \$	Amount \$
1	19	Collecting moneys - \$30 - \$150	3.75	3.87 per week
2	19	Collecting moneys - \$150- \$250	5.29	5.45 per week
3	19	Collecting moneys - \$250 - \$400	7.59	7.82 per week
4	19	Collecting moneys - \$400- \$600	11.13	11.47 per week

5	19	Collecting moneys - over \$600	14.75	15.21 per week
6	20	Carrying money - on the level	0.73	0.75 per tonne
7	20	Carrying money - upstairs	1.10	1.13 per tonne
8	21	Carrying salt	0.73	0.75 per tonne or part thereof
9	22.1.1	Obnoxious materials - soda ash, etc.	0.66	0.68 per hour
10	22.1.2	Obnoxious materials - oxides	0.53	0.55 per hour
11	22.2	Obnoxious materials - loading and unloading	0.66	0.68 per hour
12	22.3	Obnoxious materials - transportation	0.37	0.38 per hour
13	22.7	Obnoxious materials - blast furnaces, etc.	0.55	0.57 per hour
14	42.1	First aid	1.61	1.66 per day

TABLE 5

REIMBURSEMENT-TYPE ALLOWANCES

Item	Clause	Brief Description	Amount \$
1	23.4.3	Overnight expenses	28.60 per day
2	23.5	Weekend/holiday expenses	26.55 per day
3	23.7	Camping out - weekly	61.70 per week
4	23.7	Camping out - daily	8.95 per day
5	24	Garaging	15.10 per week
6	18.2.1	Meals	7.65

TABLE 6

LONG DISTANCE RATE

Long Distance Kilometre Rate -	cents/km
	23.46

Transport Industry - Mixed Enterprises (State) Industrial Committee - Industries and Callings:

All drivers and loaders of trolleys, drays, carts, floats, articulated or semi-articulated vehicles and trailers and motor and other power-propelled vehicles, including motor cycles engaged in the carriage of goods, merchandise and the like, together with employees engaged in greasing or washing any such vehicle, employees without supervisory or other duties beyond those of loading or unloading vehicles employed by common carriers or who are not engaged upon or in connection with the premises of the employer, not being a common carrier, and employees of common carriers receiving, sorting, and loading or unloading goods for delivery or re-delivery, carters, tip carters and tip motor wagon drivers, brakesmen or extra hands, trace boys, and all grooms, stablemen and yardmen employed in connection with any of the above, and drivers of mobile cranes, auto trucks and fork lifts employed by general carriers in connection with the carriage of goods, merchandise and the like, employees driving or operating mobile cranes, fork lifts, tractors, tow motors, industrial trucks, yard trucks or utility vehicles in and about wholesale oil stores, persons, other than storemen and packers, employed in the work of loading, stacking and unloading of railway trucks, in the State, excluding the County of Yancowinna, but including motor lorry drivers employed by the Roads and Traffic Authority in or in connection with the construction or maintenance of roads and bridges in that part of the County of Yancowinna which is outside the Municipality of Broken Hill;

and

Brick, tile and pottery carters, including drivers of motor and other power-propelled vehicles, and grooms, stablemen, yardmen and brakesmen or extra hands employed in or in connection therewith in the State, excluding the County of Yancowinna;

and

Timber carters, including drivers of motor and other power-propelled vehicles, grooms, stablemen and yardmen, trace boys, brakemen or extra hands employed in or in connection therewith in the State, excluding the County of Yancowinna;

and

Carters, grooms, stablemen, extra hands, and drivers of motor and other power-propelled vehicles engaged in the collection and delivery of dry cleaning or laundry work in the State, excluding the County of Yancowinna,

and

Chauffeurs and motor car drivers employed on motor coaches, cars and all motor vehicles, used for the purpose of carrying passengers, persons or workmen notwithstanding such vehicles are not plying for hire, provided such vehicles are normally capable of carrying less than eight sitting passengers or persons, in the State, excluding the County of Yancowinna; excepting drivers of motor waggon which are not used for the purpose of conveying passengers or workmen, and employees who are not engaged in business or trade;

Provided that in regard to all the above employees described the work performed must be for an employer whose principal business functions, undertakings or industries are not in transport or distribution;

and excepting employees of -

State Rail Authority of New South Wales;

Urban Transit Authority of New South Wales;

The Water Board; The Hunter District Water Board;

The Council of the City of Sydney;

The Sydney County Council;

The Council of the City of Newcastle;

Municipal, shire and county councils;

Electricity Commission of New South Wales;

The Australian Gas Light Company;

The North Shore Gas Company Limited;

Electric Light and Power Supply Corporation Limited;

Parramatta - Granville Electric Supply Company Limited;

South Maitland Railways Pty Limited;

Blue Circle Southern Cement Limited;

Australian Iron and Steel Proprietary Limited, within the jurisdiction of the Iron and Steel Works Employees (Australian Iron & Steel Proprietary Limited) Conciliation Committee and the Quarries (Australian Iron and Steel Pty Limited) Conciliation Committee;

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

Transport Industry - Quarried Materials (State);

Steel Works Employees (Broken Hill Proprietary Company Limited);

Quarries, &c. (Broken Hill Proprietary Company Limited);

Iron and Steel Works Employees (Australian Iron & Steel Proprietary Limited); Quarries (Australian Iron and Steel Pty Limited);

Australian Wire Industries Pty Ltd - Newcastle Wiremill;

Smelting, &c. (Electrolytic R. & S. Company, &c.);

Smelting and Fertilizer Manufacturing (Sulphide Corporation Pty Limited and Greenleaf Fertilizers Limited);

Cement Workers, &c. (State);

John Lysaght (Australia) Limited Port Kembla;

John Lysaght (Australia) Limited Newcastle;

John Lysaght (Australia) Limited Unanderra;

Australian Wire Industries Pty Ltd - Newcastle Ropery;

Australian Wire Industries Pty Ltd - Sydney Wiremill;

Sugar Workers (CSR Limited, Pyrmont);

Carters, &c. (Sydney Daily Newspapers);

Carters, &c., Trade Waste (State);

Carters, &c., Wood and Coal (State);
 Carters, &c., Wholesale Butchers (Cumberland);
 Carters, &c., Wholesale Butchers (Country);
 Carters, &c., Retail Stores (State);
 Carters, Retail Grocers (Newcastle);
 Carters, &c., Sanitary and Garbage (State);
 Colliery Mechanics (North);
 Colliery Mechanics (South);
 Colliery Mechanics (West);
 Metalliferous Miners, &c., General (State);
 Engine Drivers, &c., Metalliferous Mining (State);
 Butchers, Retail (State);
 Butchers, Wholesale (Country);
 Butchers, Wholesale (Cumberland);
 Smallgoods Manufacturers (State);
 Milk Treatment, &c., and Distribution (State);
 Aerated Waters, &c. (State);
 Cold Storage, &c., Employees (State);
 Cold Storage, &c., Employees (Northumberland);
 Bread Industry (State); Pastrycooks, &c. (State);
 Motor Car Washers, &c. (State);
 Quarries, Gravel and Sand Pits (State);
 Butter, &c., Factory Employees (Newcastle and Northern);
 Butter, &c., Factory Employees (State);
 Fruit Packing Houses Employees (State);
 Malted Milk Manufacturing (State);
 Sawmillers, &c. (State);
 Sugar Manufacturers (State);
 Tubemakers of Australia Limited, Newcastle;
 Tubemakers of Australia Limited, Yennora;
 Shoalhaven Scheme;
 Googong Dam Project;
 County Councils (Electricity Undertakings) Employees;
 Shortland County Council;
 University Employees, &c. (State);

and excepting also -

Motor lorry drivers, assistants, loaders, washers and greasers employed by breweries; Persons coming within the jurisdiction of the Crown Employees (Skilled Tradesmen) Conciliation Committee;

and excepting further -

Employees working in or about the works of the Riverstone Meat Company Proprietary Limited at Riverstone, and

Employees covered by the following awards:

General Construction and Maintenance,
 Civil and Mechanical Engineering, &c. (State) Award;
 Gangers (State) Award;
 Cement Mixers and Concrete Workers' Central Batch Plants (State) Award.

P. J. CONNOR, Commissioner

(682)

SERIAL C0613**TRANSPORT INDUSTRY - WOOD AND COAL (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 3643 of 1999)

Before the Honourable Justice Marks

10 August 2001

REVIEWED AWARD**1. AWARD TITLE**

Transport Industry - Wood and Coal (State) Award.

2. ARRANGEMENT**Section I Application And Operation Of Award**

1. Award Title
2. Arrangement
3. Anti-Discrimination
4. Area Incidence And Duration
5. Definitions

Section II Wages, Allowances and Hours of Employment

6. Wages
7. Hours of Employment
8. Overtime
9. Shift Work
10. Recall
11. Saturday and Sunday Work
12. Youths
13. Mixed Functions
14. Travelling and Living Away Allowances
15. Meals
16. Garaging and Stabling
17. Carrying from Vehicle

Section III Employer And Employee Duties, Employment Relationship

18. Terms of Employment
19. Pay Day
20. Unauthorised Persons Riding on Vehicles
21. Tools and Apparatus

Section IV Leave Entitlements and Public Holidays

22. Sick Leave
23. Personal Carer's Leave
24. Bereavement Leave
25. Public Holidays
26. Union's Picnic Day
27. Annual Leave

- 28. Long Service Leave
- 29. Jury Service

Section V Occupational Health and Safety

- 30. Amenities
- 31. Uniforms and Protective Clothing
- 32. Limitation of Driving Hours
- 33. Hoods and Windscreens
- 34. First Aid

Section VI Industrial Relations and the Union and Other Provisions

- 35. Disputes Procedure
- 36. Union Delegate
- 37. Notice Board
- 38. Right of Entry
- 39. Redundancy
- 40. Superannuation
- 41. Exemptions
- 42. Leave Reserved

3. ANTI-DISCRIMINATION

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

Notes:

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

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

4. AREA, INCIDENCE AND DURATION

- 4.1 This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Transport Industry - Wood and Coal (State) Award published 19 April 1978 and reprinted 28 March 1984 (232 IG 2055), and all variations thereof, which took effect on and from 6 May 1977. This award remains in force until varied or rescinded, the period for which it was made having already expired.
- 4.2 The changes made to the award pursuant to the Award Review pursuant to section 19 (6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Award made by the Industrial Relations Commission of the New South Wales on 18 December 1998 (308 IG 307) take effect on and from 10 August 2001.
- 4.3 It shall apply to all employees of the classifications specified herein within the jurisdiction of the Carters, &c., Wood and Coal (State) Industrial Committee. Provided that this award does not apply in respect of work to which:
 - 4.3.1 The Heggies Bulkhaul Limited Bulk Haulage Enterprise Award 1994 (or any award or enterprise agreement succeeding, replacing or modifying that award) applies.
- 4.4 Carters, &c., Wood and Coal (State) Industrial Committee Industries and Callings

Wood and coal carters, including drivers of motor and other power-propelled vehicles, grooms, stablemen, yardmen, brakesmen and extra hands and labourers employed in connection therewith in the State, excluding the County of Yancowinna; Excepting employees within the jurisdiction of the Colliery Mechanics (North), Colliery Mechanics (South) and Colliery Mechanics (West) Industrial Committees; Excepting also employees of The Council of the City of Sydney.

5. DEFINITIONS

- 5.1 Articulated vehicle shall mean a motor-propelled vehicle used for the conveyance of goods or merchandise and the like and comprising two separate units, viz., a tractor and a semi-trailer.
- 5.2 Casual employee shall mean an employee engaged by the day and paid by the day or at the conclusion of the employee's casual employment.
- 5.3 Industrial Committee shall mean the Carters, &c., Wood and Coal (State) Industrial Committee.
- 5.4 Double time shall mean the employee's ordinary rate of pay plus 100 per centum.
- 5.5 Driver shall mean any person engaged to drive or control any type of vehicle specified in this award irrespective of the employee's other duties. This definition shall not exclude other duties (including delivery of goods) ordinarily performed by a driver.
- 5.6 Extra hand shall mean a person who usually accompanies a driver on a vehicle to assist in loading, unloading, delivering, collecting and safeguarding goods, merchandise, and the like being transported or to be transported.
- 5.7 Manufacturer's gross vehicle mass (G.V.M.) shall mean the weight of a motor waggon and its load as specified by the manufacturer. It may be ascertained by reference to the model specification plate attached to the vehicle or, failing this, by reference to the Roads and Traffic Authority of New South Wales, the manufacturer of the motor waggon or the manufacturer's agent.

- 5.8 Motor waggon shall mean a motor-propelled vehicle used for the conveyance of goods or merchandise and the like and so constructed that the portion containing the motive power and the load carrying portion form one rigid unit.
- 5.9 Ordinary rate shall mean the employee's ordinary time rate of pay, which the employee is entitled to receive for work performed in ordinary working hours.
- 5.10 Semi-trailer shall mean that portion of an articulated vehicle on which goods or merchandise or the like are loaded and which is attached to and is hauled by a tractor and shall include vehicles known as low loaders, floats, and jinkers.
- 5.11 Stableperson shall mean an employee engaged in or about stables or yards whose duties shall include the grooming of horses and attendance on horses and, if required, the washing and greasing of motor vehicles or servicing of tyres.
- 5.12 Time and one-half shall mean the employee's ordinary rate of pay plus 50 per centum.
- 5.13 Tractor shall mean that portion of a vehicle, not being a motor waggon, which provides the motive power.
- 5.14 Trailer shall mean a vehicle, not having its own motive power, attached by means of a drawbar to a motor waggon and hauled behind such motor waggon.
- 5.15 Union shall mean The Transport Workers' Union of Australia, New South Wales Branch.
- 5.16 Yardperson shall mean an employee who is engaged in sundry duties in and about a coal yard or depot and who, in the course of the employee's duties, may be called upon to assist a driver as an extra hand.
- 5.17 Year shall mean the period from 1 July to 30 June next following.

SECTION II - WAGES ALLOWANCES AND HOURS OF EMPLOYMENT

6. WAGES

Except as otherwise herein provided, the provisions of clause 1, Wages, clause 13, Long Distance Work, and Part B monetary rates of the Transport Industry (State) Award, published 20 April 2000 (315 I.G. 192), as varied from time to time, shall apply to employees covered by this award.

7. HOURS OF EMPLOYMENT

7.1 Full-Time Employees

- 7.1.1 The ordinary hours of work, exclusive of meal hours, shall not exceed forty per week.
- 7.1.2 The ordinary hours of work shall be limited to eight hours per day, Monday to Friday, inclusive, between 7 a.m. and 6.00 p.m.
- 7.1.3 Within the limits prescribed herein each employer shall fix the starting and finishing times of its employees but when once fixed such time shall be altered only by notice posted, for at least seven days before any alteration is made, in the yard, depot, or garage.
- 7.1.4 Employees shall be deemed to have commenced work on entering the yard depot, or garage in the morning and to have finished work on leaving the yard, depot, or garage in the evening.

7.2 Casual Employees - The daily hours fixed for full-time employees shall be observed in respect of casual employees, provided that:

- 7.2.1 Irrespective of hours worked, a casual employee shall be paid for a minimum of eight hours' work for each start.
 - 7.2.2 No employer shall engage casual employees in excess of one-quarter of the number of full-time employees (i.e., other than casual employees) employed; provided that each employer may employ one additional casual irrespective of the number of full-time employees engaged.
 - 7.2.3 Upon request, any employer employing casual employees under this award shall furnish an accredited representative of the union with the number of employees engaged on any specified day, showing separately the number of casuals employed on such day.
- 7.3 Part-time Employees - Employees may be employed to work regular days and regular hours less than 38 hours per week, provided that:
- 7.3.1 The employee shall only be engaged in a non-driving capacity;
 - 7.3.2 The set weekly hours for such an employee shall be determined upon engagement and thereafter not changed other than by agreement;
 - 7.3.3 Notwithstanding 7.3.2, a minimum of 3 days x 6 consecutive hours shall be worked a week by such employees;
 - 7.3.4 All work over the set hours determined at engagement shall be paid at overtime penalty rates;
 - 7.3.5 The spread of ordinary hours allowable for part-time employees shall be as set out in 7.1.2, and their rate of pay shall be calculated on the basis of an hourly rate equal to the appropriate rate as set out in clause 6, Wages, and divided by 38.
 - 7.3.6 The ratio of full-time employees to non full-time employees (including casuals and permanent part-time employees) shall remain at 4:1;
 - 7.3.7 All other provisions of this award, where applicable, shall apply to part-time employees in the same ratio as their ordinary hours of work are to 38 hours per week;
 - 7.3.8 The parties to this award shall establish a monitoring procedure for the introduction of permanent part-time employees whereby the Union shall be consulted during the first six months on the introduction of any part-time employees at any yard or depot. The parties to the award shall review the operation of this provision at the end of the six month period.

8. OVERTIME

- 8.1 Overtime at the rate of time and one-half for the first two hours and double time thereafter shall be paid to all employees, including casuals, as follows:
- 8.1.1 For all time worked between the earliest and latest times mentioned in clause 7, Hours of Employment, in excess of forty hours in any week or in excess of the ordinary hours of work in any holiday week.
 - 8.1.2 For all time worked between such earliest and latest times in excess of the daily limitations prescribed in clause 7, or before the usual commencing time or after the usual finishing time.
 - 8.1.3 For all time worked before the said earliest time and for all time worked after the said latest time.
 - 8.1.4 For the purpose of computation of overtime, each day shall stand alone; provided that where work continues beyond midnight, double time shall be paid until the completion of such overtime.
- 8.2 In the calculations of overtime, portions of hours shall be taken to the nearest one-tenth of an hour.

- 8.3 Casuals - In the case of casual employees, the overtime rate shall be calculated on the casual rate of pay.

9. SHIFT WORK

- 9.1 In lieu of the hours as specified in clause 7, Hours of Employment, of this award, employees working within a 32 kilometre radius of the Post Office, Wollongong, may be employed on shift work and if so shall observe the following ordinary hours of work;
- 9.1.1 Day Shift - 8 hours per day, Monday to Friday inclusive, to be worked between 7 a.m. and 3 p.m.
- 9.1.2 Afternoon Shift - 8 hours per day, Monday to Friday inclusive, to be worked between 3 p.m. and 11 p.m.
- 9.2 Unless otherwise agreed between the union and the employer, employees working such shifts shall rotate on a weekly basis.
- 9.3 The ordinary hours of work shall not exceed forty per week and shall include a daily 30 minute paid crib break.
- 9.4 Shift Penalty - Employees working on the afternoon shift shall be paid 50 per centum in addition to their ordinary rates of pay as prescribed in clause 6, Wages.
- 9.5 Coal Industry Allowance - In addition to the appropriate shift penalty above presented, employees on day or afternoon shift shall be paid an additional amount of \$10.60 per week, calculated on the daily rate of \$2.12 for each day worked during the five-day week as prescribed in 9.1.
- 9.6 All Annual Leave payments (including Pro Rata Annual Leave Payments) accruing to a shift worker shall be assessed on the following basis: Half the employee's entitlement at the ordinary day shift rate and half the employee's entitlement at the afternoon shift rate of pay.

10. RECALL

An employee recalled for work shall be guaranteed and shall be paid for at least four (4) hours' work for each start at the appropriate rates of pay. This clause shall also apply to any employee called upon to work before the employee's normal starting time, and whose overtime work does not continue up to such starting time.

11. SATURDAY AND SUNDAY WORK

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

12. YOUTHS

- 12.1 For the purpose of this award a youth shall mean a person under the age of 21 years.
- 12.2 Subject to the conditions set out in this clause youths may be employed as drivers of motor waggon's having a manufacturer's gross vehicle mass up to 2 948 kilograms or as extra hands.
- 12.3 No youth under the age of 19 years shall be required to lift or carry any weight exceeding 41 kilograms.
- 12.4 Youths shall not be employed as casual hands unless they receive the adult casual rate.

- 12.5 Youths may be employed in the following proportions to the number of adult drivers, not including casual hands, employed by an employer:
- 12.5.1 When 5 adult drivers employed - 1 youth may be employed.
- 12.5.2 When 10 adult drivers employed - 2 youths may be employed.
- 12.5.3 When 15 adult drivers employed - 3 youths may be employed.
- 12.5.4 No employer may employ more than 3 youths.
- 12.6 When the number of adult weekly drivers is reduced the foregoing proportions of youth labour shall be maintained.
- 12.7 Any youth employed under conditions not in accordance with those set out in this clause shall receive the same rate of pay prescribed by this award for an adult worker performing the same class of work.
- 12.8 Youths employed under the conditions prescribed in this clause shall be paid, in accordance with their age, a weekly wage calculated as a percentage of the wage specified in this award for the driver of a motor waggon having a manufacturer's gross vehicle mass up to 2 948 kilograms as specified below. Such weekly wage shall be calculated to the nearest ten cents. Any fraction of ten cents in the result not exceeding five cents to be disregarded.

Motor Waggon Drivers and Extra Hands -

At 18 years of age or under	75% plus 50 cents
At 19 years of age or under	85% plus 50 cents
At 20 years of age or under	90% plus 50 cents

13. MIXED FUNCTIONS

- 13.1 An employee required by the employee's employer to work for less than two hours a day on work carrying a higher rate of pay shall be paid at the higher rate as for the actual time so worked and when required to work for more than two hours a day on such work the employee shall be paid as for a whole day's work.
- 13.2 This clause shall not apply to actual periods of one hour or less nor to interchange of work arranged between employees to meet their personal convenience.

14. TRAVELLING AND LIVING-AWAY ALLOWANCES

- 14.1 An employee who, on any day, is required by the employee's employer to start work at a place other than the yard, depot, garage or other agreed starting place, shall be in attendance at such place at the time stipulated by the employer ready to commence work, but for all time reasonably spent in reaching such place in excess of the time normally spent in travelling from the employee's home to the yard, depot, garage, or other agreed starting place, the employee shall be paid at ordinary rates (except on Sundays and holidays when the rate shall be time and one-half) and the employee shall also be paid any fares reasonably incurred in excess of those normally incurred in travelling between the employee's home and the yard, depot, garage, or other agreed starting place.
- 14.2 An employee who, on any day, is required by the employee's employer to finish work at a place other than the yard, depot, garage, or other agreed starting place, shall, for all time reasonably spent in reaching the employee's home from such place in excess of the time normally spent in travelling from the yard, depot, garage, or other agreed starting place to the employee's home, be paid at ordinary rates (except on Sundays and holidays when the rate shall be time and one-half) and the employee shall also be paid any fares reasonably incurred in excess of those normally incurred in travelling between the yard, depot, garage, or other agreed starting place and the employee's home.

- 14.3 All time spent in travelling by an employee in ordinary working hours in connection with the employee's work shall be paid for at ordinary rates (except on Sundays and holidays when the rate shall be time and one-half).
- 14.4 All time spent in travelling by an employee outside ordinary working hours in connection with the employee's work shall be paid for at ordinary rates (except on Sundays and holidays when the rate shall be time and one-half). Travelling referred to in this subclause shall mean travelling either by train, boat or other conveyance and shall not include travelling by an employee between the employee's home and the employer's yard, depot, garage, or other agreed starting place.
- 14.5 Employees engaged on work or in travelling in connection with work which precludes them from reaching their home at night shall be paid all reasonable and actual expenses incurred in obtaining accommodation for the night, including an evening meal, bed and breakfast, provided that -
- 14.5.1 the employee shall submit to the employee's employer an itemised list, with supporting accounts, showing the detail of the expenses incurred;
- 14.5.2 before an employee proceeds on the work the subject of this subclause, the employee shall be given in advance an amount of money calculated, so far as that is reasonably practical, to cover the expenses to be incurred. Upon the employee's return from such work and the submission of the itemised list referred to in 14.5.1, any balance due to the employer or the employee shall be paid to or by the employee as the case might be;
- 14.5.3 Should an employee not submit the itemised list as required by 14.5.1, the employee shall be paid an amount of \$24.90 per day expenses.
- 14.6 An employee, other than an employee referred to in 14.7 and 14.8, who is required by the employee's employer to spend a Saturday, Sunday or a public holiday away from the employee's home but who is not required to work on such days, shall be paid in addition to the amount due to the employee in accordance with the provisions of this clause, the sum of \$23.10 for each such day the employee is required to spend away from the employee's home. The said \$23.10 being to compensate the employee for any additional expense and for any inconvenience and/or disability the employee might incur by being required to spend such days away from the employee's home.
- 14.7 An employee who is temporarily transferred to a location which requires the employee to live away from the employee's home for a period exceeding one week shall be paid all reasonable and actual expenses incurred in obtaining board and lodging.
- 14.8 When an employee is required to camp out at an established camp connected with the job in relation to which the employee is engaged, the employer shall provide, free of charge, sufficient tent, with fly and equipment, to properly house the employee and the employee shall be paid, in lieu of the payments referred to in this clause, the sum of \$53.70 per week in addition to all other payments due to the employee. If the employee is required to camp out for less than 7 days in any week the employee shall be paid \$7.80 for each day the employee is required to camp out.
- 14.9 An employee shall not be entitled to an allowance under this clause for any working day on which the employee is absent from duty except in cases of sickness or for any reason beyond the employee's own control.
- 14.10 The maximum travelling time to be paid for shall be twelve hours out of every twenty-four hours, or when sleeping berth is provided by the employer for all-night travel eight hours out of every twenty-four. A sleeping berth shall not include a vehicle's sleeper cab.

15. MEALS

- 15.1 On the days Monday to Friday, inclusive, there shall be one unpaid break of not less than 30 minutes nor more than one hour for lunch between the hours of 11 a.m. and 2 p.m.:

Provided that, in the case of an employer working in or in connection with the maritime industry and being engaged in the transportation of cargo to or from wharves, the break for lunch may be given and taken between the hours of 11.45 a.m. and 1.45 p.m.:

Provided further that an employee shall not be required to take the employee's lunch break before a period of four hours, calculated from the employee's normal starting time, has elapsed.

- 15.2 Within the limitations prescribed in this subclause, the employer shall nominate the length of the lunch break to be taken by its various employees and this shall be recognised as their regular lunch break. Once fixed the length of the lunch break may only be altered by three (3) days' notice being given to the employee concerned.
- 15.3 An employee whose regular lunch break exceeds 30 minutes may be required by the employee's employer on any day, to take a lunch break of a lesser period, not being less than 30 minutes, and in this case the employee shall be paid at the rate of time and one-half for the time worked during the employee's regular lunch break.
- 15.4 An employee who is required to work overtime on any week day for a period of two hours or more after the employee's normal finishing time, shall be allowed a paid crib break of 20 minutes not later than 5 hours after the end of the employee's lunch break, and the employee shall, unless the employee was notified the previous day or earlier that the employee would be required to work such overtime, be paid a meal allowance of \$6.60. Where notification to work overtime has been given on the preceding day or earlier and such overtime is then cancelled on the day such overtime was to be worked, an employee shall be paid the meal allowance of \$6.60.
- 15.5 An employee required to work for a period of eight (8) hours between the finished work for the day or who is called upon to work before the employee's normal starting time and where such work does not continue up to the employee's normal starting time shall be allowed a paid crib break of 20 minutes for each 5 hours work calculated from the time of commencement of work or from the end of the previous crib break, whichever applies.
- 15.6 An employee who, on any weekday, is required to start work prior to 6.30 a.m. and to continue such work up to and after the employee's normal starting time shall be allowed a paid crib break of 15 minutes between the hours of 8 a.m. and 9 a.m.
- 15.7 An employee required to work on a Saturday, Sunday or public holiday shall be allowed a paid crib break of twenty (20) minutes for each five (5) hours worked; the said five (5) hours to be calculated from the time of commencement of work or from the end of the previous crib break, whichever applies.
- 15.8 An employee required to work for a period of eight (8) hours between the hours of 7 a.m. and 5.30 p.m. on a Saturday, Sunday or public holiday may be allowed the usual weekly lunch break and, in that case, the provisions of paragraph (a), of this subclause, shall not apply.
- 15.9 Employees working, whether permanently or from time to time in or in connection with an industry or establishment where it is the custom to allow conditions relating to meal breaks, crib breaks or meal allowances different from those prescribed in this clause may, at the discretion of the employer, be allowed such different conditions.
- 15.10 Except so far as is altered expressly by this clause, existing custom and practice concerning crib breaks and meal hours shall continue during the currency of this award.

16. GARAGING AND STABLING

Where an employee, at the request of the employee's employer, garages the employer's motor vehicle or stables the employee's horse under cover provided by the employee, such employee shall be paid the sum of \$13.50 per week for each horse stabled or each vehicle so garaged in addition to any other payments due to the employee.

17. CARRYING FROM VEHICLE

Where an employee is called upon to carry from the vehicle wood, coal, or coke any distance exceeding 32 metres and not exceeding 46 metres the employee shall be paid at the rate of \$0.93 per tonne and for any distance exceeding 46 metres at the rate of \$1.36 per tonne in addition to the employee's ordinary rate. For the purpose of this clause a step up or down stairs shall be deemed to be equivalent to 1 metre.

SECTION III - EMPLOYER AND EMPLOYEE DUTIES, EMPLOYMENT RELATIONSHIP

18. TERMS OF EMPLOYMENT

- 18.1 An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award, provided that such duties are not designed to promote de-skilling.
- 18.2 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 trained in the use of such tools and equipment.
- 18.3 Any direction issued by an employer pursuant to 18.1 and 18.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- 18.4 The employment of a full-time or part-time employee may be terminated only by one week's notice on either side which may be given at any time or by payment by the employer or forfeiture by the employee of a week's pay in lieu of notice. This shall not affect the right of the employer to dismiss an employee without notice in the case of an employee guilty of misconduct.
- 18.5 An employee with more than two months' service on leaving or being discharged shall, upon request, be given a reference or certificate of service in writing. Such reference or certificate of service shall at least contain information as to the length and nature of the employment of the employee.

19. PAY DAY

- 19.1 All money due shall be paid weekly in cash on Thursday or Friday as determined by the employer, but the day being fixed shall not be altered more often than once in three months and at least one month's notice of such alteration shall be given. Provided that wages may be paid by cheque or by electronic funds transfer with the agreement of a majority of employees at each yard.
- 19.2 No employer shall hold more than one day's wages in hand.
- 19.3 Wages shall be paid without unnecessary delay after the employee ceases work on the day set apart as pay day. An employee kept waiting for the employee's wages on pay day for more than a quarter of an hour after ceasing work shall be paid at overtime rates after that quarter of an hour with a minimum payment of a quarter of an hour.
- 19.4 Casual employees shall be paid at the end of each day or at the termination of their casual employment.
- 19.5 Where an employer has more than one yard, depot or garage, arrangements as to the place of payment of wages shall be agreed upon mutually between the employer and the employees. Failing agreement the matter may be referred to the Carters, &c., Wood and Coal (State) Conciliation Committee for decision.
- 19.6 A full-time who desires to terminate employment on a day other than pay day shall give notice to the employer on commencing work in the morning in which case the employee shall be paid all wages due to the employee when the employee has finished the day's work otherwise wages may be paid on the following day.

- 19.7 Each employee shall be supplied with a pay envelope or statement in writing on which shall be endorsed those things required by clause 6 of the *Industrial Relations (General) Regulation* 1996, including the following:
- (a) The name and classification of the employee;
 - (b) The date on which the payment was made;
 - (c) The period of employment to which the payment relates;
 - (d) The gross amount of wages, inclusive of overtime and other earnings;
 - (e) The amount paid as overtime or such information as will enable the employee to calculate the amount paid as overtime;
 - (f) The amount deducted for taxation purposes;
 - (g) The amount deducted as employee contributions for superannuation;
 - (h) Particulars of all other deductions or the total amount of such deductions; and
 - (i) The net amount paid.

20. UNAUTHORISED PERSONS RIDING ON VEHICLES

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

21. TOOLS AND APPARATUS

The employer shall provide and shall maintain all necessary tools, ropes and packing.

SECTION IV - LEAVE ENTITLEMENTS AND PUBLIC HOLIDAYS

22. SICK LEAVE

- 22.1 "Year" shall mean a period of twelve months measured for each employee from the date of commencement of the employee's current period of employment.
- 22.2 An employee, other than a casual employee, with not less than three months' continuous service as such in the industry covered by this award, who is absent from work by reason of personal illness or injury, not being illness or injury arising from the employee's misconduct or from an injury arising out of or in the course of employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:
- 22.2.1 He/she shall, unless it is not reasonably practicable so to do (proof whereof shall be on the employee), before his or her ordinary starting time on the first day of the absence, and in any event within twenty-four hours, inform the employer of his or her inability to attend for duty and, as far as practicable, state the nature of the illness or injury and estimated duration of the absence.
- 22.2.2 He/she shall furnish to the employer such evidence as the employer may reasonably desire that he/she was unable, by reason of such illness or injury, to attend for duty on the day or days for which sick leave is claimed.

22.2.3 Except as hereinafter provided, he/she shall not be entitled in any year (as defined), whether in the employ of one employer or several in the aforesaid industry in such year, to leave in excess of forty hours of ordinary working time.

Provided that:

- (i) If his or her employment continues with the one employer after the first year, his or her leave entitlement shall increase to a maximum entitlement of 64 hours of ordinary working time, at which figure it shall remain for any subsequent years of continued employment.
- (ii) If the employment of an employee who has become entitled to leave in accordance with subparagraph (i) of this paragraph is terminated for any reason, he/she shall not be entitled, in the employ of any employer in the industry in that year, to leave in excess of forty hours' ordinary working time.

- 22.3 For the purpose of administering 22.2.3 of this clause, an employer within two weeks of the employee entering his or her employment, may require an employee to make a statutory declaration or other written statement as to what paid leave of absence he/she has had from any employer during the then current year and upon such statement the employer shall be entitled to rely and act.
- 22.4 The rights under this clause shall accumulate from year to year, so long as his or her employment continues with the one employer, so that any part of the leave entitlement which has not been allowed in any year may be claimed by the employee and shall be allowed by that employer, subject to the conditions prescribed by this clause, in a subsequent year of continued employment.
- 22.5 If an award holiday occurs during an employee's absence on sick leave, then such award holiday shall not be counted as sick leave.
- 22.6 Service before the date of coming into force of this clause shall be counted as service for the purpose of assessing the sick leave entitlement in any year under 22.2.3, but shall not be taken into consideration in arriving at the period of accumulated leave.
- 22.7 Accumulated sick leave to the credit of an employee at the commencement of the award shall not be affected or reduced by the operation of this clause.

23. PERSONAL/CARER'S LEAVE

23.1 Use of Sick Leave

23.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 23.1.3.2, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 22, 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.

23.1.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

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

- 23.1.3.1 the employee being responsible for the care of the person concerned; and
- 23.1.3.2 the person concerned being:

- (i) a spouse of the employee; or

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

"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.

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

23.2 Unpaid Leave for Family Purpose

23.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 23.1.3.2 who is ill.

23.3 Annual Leave

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

23.3.2 Access to annual leave, as prescribed in paragraph 23.3.1 of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.

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

23.4 Time Off in Lieu of Payment for Overtime

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

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

23.4.3 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.

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

23.5 Make-up Time

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

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

23.6 Rostered Days Off

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

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

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

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

24. BEREAVEMENT LEAVE

24.1 An employee other than a casual employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subparagraph 23.1.3 of this award. 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 outside of Australia of a person prescribed by the said subclause 23.1.3, where such person travels outside Australia to attend the funeral. Where an employee would otherwise become entitled to bereavement leave, but such day or days occur on a day or days rostered for the employee to take off pursuant to clause 16, Hours of Work, the employee shall not be entitled to bereavement leave nor will the employee's bereavement leave be reduced as a result of them taking leave on that day or days.

24.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.

24.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in paragraph 23.1.3 of clause 23, Personal Carer's Leave, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.

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

24.5 Bereavement leave may be taken in conjunction with other leave available under subclause 23.2, 23.3, 23.4 and 23.5 of clause 23. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

25. PUBLIC HOLIDAYS

- 25.1 The days on which New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day are observed in the areas concerned together with such other days which may be proclaimed by the Government and which are observed as public holidays for the area covered by this award shall be recognised as public holidays. Employees, other than casual employees, shall be entitled to these specified public holidays without loss of pay.
- 25.2 An employee, other than a casual employee, required to work on:
- 25.2.1 Christmas Day or Good Friday shall be paid at the rate of double time for the actual time worked in addition to the day's pay to which the employee is entitled for those days in accordance with 25.1.
- 25.2.2 Any of the other days prescribed in 25.1 shall be paid at the rate of time and one-half for the actual time worked in addition to the day's pay to which the employee is entitled for those days in accordance with 25.1.
- 25.3 Should any of the prescribed public holidays fall on a Saturday or Sunday and another day in lieu thereof is not proclaimed by the Government for the observance of such public holiday, an employee, other than a casual employee, required to work on such public holiday shall be paid for all work performed on -
- 25.3.1 Christmas Day, double time for the actual time worked and in addition, ordinary time for the actual time worked up to a maximum of eight (8) hours' pay at ordinary time;
- 25.3.2 Any of the other days prescribed in 25.1, time and one-half for the actual time worked, and in addition, ordinary time for the actual time worked up to a maximum of eight (8) hours' pay at ordinary time.
- 25.4 A casual employee required to work on any of the public holidays prescribed in 25.1, shall be paid double time for all time worked, with a minimum payment for eight (8) hours' work.
- 25.5 An employee required to work on any of the public holidays prescribed 25.1, shall be guaranteed four (4) hours' work or shall be paid for four (4) hours at the appropriate rate.
- 25.6 Employees engaged in association with an industry or establishment shall receive the same conditions with respect to holiday work as the employees of the industry or establishment in a ssociation with which they are working.
- 25.7 An employee, other than a casual employee, whose services are dispensed with within seven (7) days of the commencement of any week in which one or more public holidays occur and who is re-engaged by the same employer within seven (7) days of the said week, shall be paid an ordinary day's pay for each public holiday so occurring at the rate prescribed for the class of work performed by the employee prior to the employee's services being dispensed with.
- 25.8 An employee, other than a casual employee, who, without permission of the employee's employer or without reasonable cause, is absent from duty on the working day immediately preceding or the working day immediately succeeding any public holiday or series of public holidays, shall not be entitled to payment for such public holiday, or series of public holidays, provided that if an employee is absent as aforesaid on one only of the working days preceding or succeeding a series of public holidays the employee shall lose the holiday pay only for the holiday closest to the day of the employee's absence.

26. UNION'S PICNIC DAY

- 26.1 Easter Saturday shall be recognised as the union's picnic day.

- 26.2 In addition to all other payments due, a financial member of the union, other than a casual employee, shall, upon proof thereof, be paid an additional day's pay in the pay period in which Easter Saturday falls.
- 26.3 A financial member of the union who is required to work on Easter Saturday shall be paid at the rate of time and a half for the actual time worked and, in addition, ordinary time for the actual time worked up to a maximum of eight (8) hours' pay at ordinary time.
- 26.4 Notwithstanding the provisions 26.1, 26.2 and 26.3, where an employer observes a paid picnic day for the whole of its employees, such a day shall be regarded as a holiday in lieu of the picnic day prescribed herein and accordingly such employer shall be exempted from paying the prescribed extra day's pay in the pay period in which Easter Saturday falls and from the other provisions of this clause with respect to payment for work performed on that day.
- 26.5 For the purpose of this clause, "financial member of the union" shall mean an employee who is, at the time of the picnic day, a financial member, or who was a financial member of the union as at 31 December of the preceding year.

27. ANNUAL LEAVE

- 27.1 See *Annual Holidays Act 1944*.
- 27.2 An employee at the time of the employee's entering upon a period of annual leave, in accordance with the said Annual Holidays Act shall be entitled to an additional payment in respect of the period of employment to which the said leave is referable, calculated on the basis of three and one-third (3.33) hours ordinary pay for each month.
- 27.3 Leave is reserved to the parties to apply in respect of this clause.

28. LONG SERVICE LEAVE

See *Long Service Leave Act 1955*.

29. JURY SERVICE

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

SECTION V - TRAINING AND OCCUPATIONAL HEALTH AND SAFETY

30. AMENITIES

The following facilities shall be available at all yards, depots or garages where employees are engaged under the provisions of this award:

- 30.1 Proper dressing rooms with adequate washing facilities, including showers with both hot and cold water.
- 30.2 Proper lock-up clothing lockers.

- 30.3 Where employees are required to partake of meals at the employer's yard, depot or garage; a dining room with adequate seating and table accommodation for the partaking of meals, also facilities for boiling water and heating food.
- 30.4 Proper lavatory facilities.

31. UNIFORMS AND PROTECTIVE CLOTHING

- 31.1 Where an employee is required by the employee's employer to wear a distinctive dress the same shall be provided, free of cost, by the employer.
- 31.2 When requested by the employee, an employer shall provide rubber gloves, gumboots and a waterproof coat or apron, free of cost, for the use at work of an employee required to wash vehicles.
- 31.3 Wet weather clothing consisting of waterproof hat, coat and trousers shall be provided for employees required to work in the rain.
- 31.4 The clothing provided in accordance with this clause shall be renewed when reasonably necessary. It shall only be worn when the employee is engaged on work for the employee's employer and shall remain the property of the employer and shall be returned to the employee on demand in a condition commensurate with normal wear and tear. An employee may be required by the employee's employer to sign a receipt for such clothing upon it being issued to the employee.

32. LIMITATION OF DRIVING HOURS

See the *Motor Traffic Act* and Regulations.

33. HOODS AND WINDSCREENS

The employer shall provide all motor waggons with hood, windscreen, cushioned seat and back rest. The driver's cabin of each vehicle shall be ventilated adequately and shall be supplied with cabin doors and windows; where this is not practicable side curtains may be fitted as an alternative. No driver shall be required to drive a vehicle with a cracked or broken windscreen, windows, rear-vision mirror or lights which contravene the N.S.W. *Motor Traffic Act* and Regulations.

34. FIRST-AID

- 34.1 An employee appointed by the employer to perform first-aid duty shall be paid \$1.28 per day, in addition to the employee's ordinary rate during such appointment.
- 34.2 First-aid Outfit - A first-aid outfit shall be provided by the employer at each establishment, yard, depot and garage where there are employees covered by this award. Such outfit is to comprise a First-aid Ambulance Chest which shall:
- 34.2.1 be of wood or metal, be dustproof and be distinctly marked with a white cross upon a green ground;
- 34.2.2 be so equipped and maintained as to contain at least the articles and appliances specified by the First-aid Regulations under the *Factories, Shops and Industries Act, 1962*;
- (NOTE: The employer shall display a copy of the appropriate Schedule, above referred to, on or adjacent to the First-aid Ambulance Chest.)
- 34.2.3 contain nothing except requisite articles and appliances for first-aid;
- 34.2.4 be readily accessible to the persons employed in the establishment, yard, depot and garage; and
- 34.2.5 be placed under the charge of a responsible person or persons who or one of whom shall always be readily available during working hours. A clearly legible notice stating the name or names of

the person or persons in charge of the ambulance chest shall be affixed in a conspicuous position on or adjacent to the chest.

SECTION VI - INDUSTRIAL RELATIONS AND THE UNION AND OTHER PROVISIONS

35. DISPUTES PROCEDURE

35.1 Subject to the *Industrial Relations Act* 1996, any dispute shall be dealt with in the following manner:

35.1.1 The representative of the Union on the job and the appropriate supervisor shall attempt to resolve the matters in issue in the first place.

35.1.2 In the event of failure to resolve the dispute at job level the matter shall be the subject of discussions between an organiser of the Union and the workplace manager.

35.1.3 Should the dispute still remain unresolved the Secretary of the Union or a representative will confer with senior management.

35.1.4 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.

35.2 All work shall continue normally while these negotiations are taking place.

36. UNION DELEGATE

36.1 An employee appointed as Union Delegate in the yard, depot or garage shall, upon notification thereof to the employer by the branch or sub-branch secretary of the union, be recognised as the accredited representative of the union.

36.2 Any matter arising in the yard, depot or garage affecting members of the union may be investigated by the delegate and discussed with the employer or its representative. The delegate shall, upon request, be allowed a reasonable opportunity to carry out such duties at a time reasonably convenient to the delegate and the employer.

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

37. NOTICE BOARD

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

38. RIGHT OF ENTRY

See Part 7 of Chapter 5, of the *Industrial Relations Act* 1996.

NOTE: This provides that a duly accredited representative of the union shall have the right to enter any work place or premises for the purpose of interviewing employees and investigating suspected breaches of awards or agreements or the *Industrial Relations Act* 1996 and in such investigations inspect time and pay sheets - so long as the representative does not unduly interfere with the work being performed by an employee during work time.

39. REDUNDANCY

See the Transport Industry - Redundancy (State) Award published 8 September 2000 (318 I.G. 458), as varied.

40. SUPERANNUATION

See the Transport Industry - (State) Superannuation Award (No. 2) made 10 August 2001.

41. LEAVE RESERVED

41.1 Leave to be reserved to the parties to apply as they may be advised in respect of:

41.1.1 any matter contained in the union's claim (No. 818 of 1975);

41.1.2 trade union training;

41.1.3 clause 8, Shift Work.

41.2 Leave is reserved to the union to apply as it may be advised with respect to limitation of overtime.

42. EXEMPTIONS

Clutha Development Pty Ltd, of 44 Argyle Street, Camden, is exempted from the provisions of this award in respect of its employees engaged in the haulage of coal - provided that, in respect of such employees, it observes the terms and conditions contained in Industrial Agreement No. 5421 (or any subsequent agreement made in substitution therefor by the same parties).

F. MARKS, J

Printed by the authority of the Industrial Registrar.

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

(No. IRC 3588 of 1999)

Before the Honourable Justice Marks

30 July 2001

REVIEWED AWARD

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PART A

SECTION I - WAGES, ALLOWANCES AND HOURS OF EMPLOYMENT

1. WAGES

- 1.1 Employees shall be paid the weekly rates of pay set out in Table 1 of Part B of this Award.
- 1.2 For the purpose of computing wages, overtime etc., the additional amounts referred to in sub-clauses 2.2 and 2.3 of Clause 2 - Allowances form part of the award rate for and when the work is performed.

2. ALLOWANCES

- 2.1 An employee required by an employer to carry keys to two key safes or possess and use knowledge of vault combinations shall be paid an additional amount as set out in Item 1 of Table 2 - Other Rates and Allowances of Part B; provided that this allowance will not be paid when the Reserve Bank allowance is payable.
- 2.2 Each member of the crew performing mobile cash units (M.C.U.) country work shall be paid an additional amount as set out in Item 2 of Table 2 - Other Rates and Allowances of Part B.
- 2.3 ATM Work
- 2.3.1 An employee rostered to hold him/herself in readiness to perform work associated with off-site Automatic Telling Machines outside ordinary working hours in accordance with a condition of contract between the employer and the Automatic Telling Machine proprietor shall be paid a standby allowance as set out in item 3 of Table 2 - Other Rates and Allowances of Part B.
- 2.3.1.1 provided that where the major portion of standby roster falls on a Saturday, Sunday or Public Holiday, the higher rate should be paid.
- 2.3.2 where an employee so rostered to standby is recalled to work, normal award recall provisions shall apply. Such payment shall apply in lieu of the allowance contained in paragraph 2.3.1 above.
- 2.3.3 Further, where an employee on recall provided his/her own vehicle and uses it in the performance of his/her duties, an allowance as set out in Item 4 of Table 2 shall be paid and shall be calculated on a home-to-home basis. Such allowance is paid on the understanding that the employee is responsible for all comprehensive and third part insurance associated with the use of that vehicle.
- 2.4 An employee appointed by the employer to perform first-aid duty shall be paid an amount as set out in item 5 of Table 2 - Other Rates and Allowances of Part B, in addition to his/her ordinary rate during such appointment.

3. HOURS OF EMPLOYMENT

- 3.1 The ordinary hours of work for all employees shall not exceed 38 hours per week or 76 hours per fortnight or 114 hours per 3 weeks or 152 hours per 4 weeks and shall be worked between Monday and Friday inclusive.

- 3.2 The ordinary hours of work prescribed in 3.1 above, may also be worked upon a Saturday, provided that:
- 3.2.1 The number of ordinary hours to be worked on a Saturday shall not be less than 7.6 or more than 8;
- 3.2.2 Employees working ordinary hours on a Saturday shall be paid an additional 50% of the rates prescribed for their respective classifications for the ordinary hours worked on that day;
- 3.2.3 Any permanent employee employed as at 18/12/1998 by an employer who, prior to 18/12/1998, regularly worked ordinary hours Monday to Friday and overtime Saturday, and as a result of this award is required to work Saturday as an ordinary day, shall receive not less than the amounts shown in Table 3 of Part B of this award for the relevant classification for ordinary hours worked: provided that this restriction shall not apply where an employee elects to forego income which exceeds the employee's base rate of pay in return for an alternative benefit (e.g. time off in lieu of overtime, increased leisure time etc.), or otherwise where the union agrees that it shall not apply. "Regularly" in this context means at least two weeks in four. The amounts referred to in Table 3 are only payable in a pay week in which the employee actually worked Saturday as an ordinary day.
- 3.2.4 Any employee required to work ordinary hours on a Saturday will be given a minimum of 7 days notice; and
- 3.2.5 The employee must have Sunday and Monday as days off (unless they are worked as overtime).
- 3.3 The ordinary hours of work for all employees shall not exceed 8 hours per day, exclusive of meal breaks, and shall be worked between the hours of 6.00am and 6.00pm.
- 3.4 The 38 hour week may be worked under one of the following methods:
- 3.4.1 Rostered Day Off in a 4 Week Cycle
- 3.4.1.1 Employees shall work to a roster drawn up in each workplace providing for 19 days each of 8 hours over a continuous 4 week period.
- 3.4.1.2 Each employee shall take a rostered day off in accordance with the roster.
- 3.4.1.3 Rostered days off may be accumulated to a maximum of 10 days over a 40 week period. Rostered days off may be credited to and be taken by an employee in advance to a maximum of 5 days.
- 3.4.1.4 In those arrangements where rostered days off are not accumulated an employer may, due to operational requirements, require an employee not to take a rostered day off during the period it accrues. In this event a replacement rostered day off shall be taken on the following basis:
- 3.4.1.4.1 Where the rostered day off not taken was either a Friday or Monday, the next practicable Friday or Monday shall be taken as a replacement rostered day off.
- 3.4.1.4.2 Where the rostered day off not taken was a Tuesday, Wednesday or a Thursday, the replacement rostered day off shall be taken on the first practicable day available for the taking of such replacement rostered day off.
- 3.4.1.5 Otherwise an employee's normal rostered day off may be changed during the currency of a roster period by agreement between the employer and such employee. In the absence of such agreement 48 hours notice of such alteration shall be given to the employee.

- 3.4.1.6 Calculation of Payment: Payment shall be for 7 hours 36 minutes per day with accrual as entitlement for a rostered day off being made on the basis of a 19 day period where an employee works 152 hours within a work cycle not exceeding 28 consecutive days at 24 minutes per day.
- 3.4.1.7 An employee whose rostered day off occurs on a pay day shall be paid wages on the next ordinary working day following the rostered day off.
- 3.4.1.8 Where an employer is required to service a particular industry or plant or section thereof and there has been a cessation of operations resulting from annual closedown, such employer may require employees to take a rostered day or days off to coincide with the day or days that the operations are closed. In this event, a rostered day or days off which would normally become due to the employee shall not become so due for the number of days taken pursuant to the provisions of this paragraph; provided however that an employee disadvantaged in terms of leisure time by a rostered day or days off normally falling on a Friday or a Monday being required to be taken on a Tuesday, Wednesday or Thursday, then such employee shall be rostered to take a Friday or Monday day off on the earliest practicable opportunity upon the normal roster being resumed.
- 3.4.1.9 Where an employee works an ordinary day on a Saturday pursuant to clause 3.2, such employee's rostered day off must not be rostered to occur on a Saturday.
- 3.4.2 Other Than a Rostered Day Off in a 4 Week Cycle
 - 3.4.2.1 Where an employer is required to service a particular industry or plant or section thereof which is operating under arrangements for a reduced working week other than that provided for in clause 3.4.1, the employer may arrange the hours of work of an employee to be applicable to that particular industry or plant, or section thereof, provided that such hours shall not be in excess of the normal hours of work permitted by this clause.
 - 3.4.2.2 The employer may require employees to work ordinary hours over 5 days, Monday to Friday inclusive, which shall not exceed 38 hours, which may be worked over 4 days of 8 hours each and 1 day of 6 hours. On the day on which 6 hours is worked, those 6 hours may be worked continuously without a meal break.
 - 3.4.2.3 The employer may require employees to work ordinary hours over a 2 week period (10 working days) Monday to Friday inclusive of not more than 76 hours. To achieve this, the employer may roster employees off, half a day (4 hours) on one of the days in one of those normal working weeks.
- 3.5 More than one of the methods of implementation of an average 38 hour working week referred to in this clause may be simultaneously implemented for different groups of workers in the one workplace; provided that agreement shall be reached with the majority of employees so affected.
- 3.6 Methods of implementation of an average 38 hour working week other than those referred to in this clause may be instituted by arrangement with the Union.
- 3.7 In response to changed requirements of the employer's clients, the employer may alter the method(s) by which a 38 hour week is worked in the workplace, provided that the altered method(s) so chosen shall comply with the requirements of this clause.
- 3.8 Start and Finish Times
 - 3.8.1 Within the limits prescribed in this clause, each employer shall fix the time and place at which each employee shall be in attendance at the workplace or other agreed starting place ready to commence work in ordinary working hours and work shall be deemed to have commenced, for each employee in attendance, at the time and place so fixed.

- 3.8.2 Working in ordinary working hours shall be deemed to have finished, for those employees in attendance, when a period of 8 hours, exclusive of a break for a meal, calculated from the fixed starting time, has elapsed.
- 3.8.3 Different starting times within the span of ordinary hours may apply to different groups of employees in a workplace.
- 3.8.4 Any employee who is not in attendance at the workplace or other agreed starting place ready to commence work at the fixed starting time or who fails to attend for eight hours from that time shall be paid only for the actual hours worked.
- 3.8.5 The employer may only alter the time and place fixed in accordance with subclause 3.8.1 above, by notice posted for 7 days at the workplace or other agreed starting place; provided that the start time may be changed where it is necessary for reasons beyond the employer's control by notification before the end of the previous day's work or with 24 hours notice where work has not been performed the previous day.
- 3.9 Casual Employees - Irrespective of hours worked, a casual employee shall be paid for a minimum of four hours worked for each start.
- 3.10 Part-time Employees
- 3.10.1 A part-time employee shall be one who is employed to work regular days and regular hours, either of which are less than the number of days or hours worked by weekly employees, but such days shall not be less than 3 per week and such hours shall not be less than 20 per week.
- 3.10.2 The spread of hours of a part-time employee shall be as set out in subclause 3.1 of this clause or in clause 5, Shiftwork, depending upon the system of work applicable to the employee in question.
- 3.10.3 The rate of pay for a part-time employee shall be commensurate with the applicable minimum weekly rate of pay for a full-time employee proportionate to the number of hours worked by the part-time employee.
- 3.10.4 Notwithstanding anything else contained in this award, the provisions of this award with respect to annual leave, annual leave loading, sick leave, jury service, bereavement leave and public holidays shall apply to part-time employees.
- 3.10.5 Part-time employment may be offered on a fully voluntary basis to any existing employee, permanent or casual, as well as to new or intending employees.
- 3.10.6 Part-time employees may be offered additional work up to 38 hours per week at ordinary pay, provided that overtime rates are paid after 8 hours work in any one day.

4. SHIFTWORK

- 4.1 Employees may be required to work shiftwork in order to carry out the duties of and associated with the delivery, collection, and/or transportation of cash, bullion, or valuables or to provide any other goods or services, the subject of this Award, at the discretion of the employer.

Provided that:

4.1.1 Permanent employees engaged at the time of the insertion of this clause into the Transport Industry - Armoured Cars &c. (State) Award shall have the option of rejecting any initial offer so to do.

4.1.2 All other employees shall perform shiftwork where so required by the employer.

4.2 Definitions

"Afternoon Shift" means any shift, which commences after 10.00am and at or before 4.00pm.

"Night Shift" means any shift, which commences after 4.00pm and at or before 4.00am.

"Morning Shift" means any shift, which commences between 4.00am and 6.00am.

"Day Shift" means any shift, which commences at or after 6.00am or before 10.00am.

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

"Permanent Shift" means a shift which does not rotate with another shift or shifts or day work and which continues for a period of at least four (4) consecutive weeks.

"Rotating Shift" means a morning, afternoon or night shift, which rotates with another shift or day shift so at least one third of working time is on an alternative shift.

"Seven Day Shift Worker" means an employee who is rostered to work regularly on Saturdays, Sundays and Public Holidays.

"Shiftwork" shall mean all work performed on shifts extending for at least four (4) consecutive weeks.

4.3 Hours - The ordinary hours of work for shift workers shall not exceed 38 hours per week over the full cycle of the relevant work roster. Ordinary hours shall not exceed:

4.3.1 8 during any consecutive 24 hours period; or

4.3.2 152 in any 28 consecutive days.

Provided that the ordinary hours of work for shiftworkers and the definition times for afternoon, night and morning shift may be the subject of an alternative agreement between the employer and the employees where business requirements fall outside those set out in 4.2 and 4.3 above. In any case, the maximum daily hours shall be ten hours.

Any such discussions will involve the union delegate or an authorised representative of the Union and any agreement reached shall be notified to the Union Secretary.

4.4 Shiftwork Allowances

4.4.1 An employee required to work shift shall be paid an extra percentage loading on his/her minimum weekly rate of pay for ordinary hours as follows:

Monday to Friday inclusive.

Afternoon Shift - 17 ½ per cent.

Night Shift - 30 per cent.

Morning Shift - 12 ½ per cent.

Rotating Shift Morning/afternoon shifts - 15 per cent

Rotating Shift Night Shift with another shift - 25 per cent.

Provided that where a lower shift rate is currently being paid, the Union and the employer concerned shall meet to discuss appropriate procedures for transition to the new rates.

4.4.2 Weekend Work and Public Holidays

Saturday - (between midnight Friday and midnight Saturday). Paid at the rate of time and a half for all ordinary time worked.

Sunday - (between midnight Saturday and midnight Sunday) Paid at the rate of double time.

Public Holidays - (between midnight the previous day and midnight on the Public Holiday). Paid in accordance with clause 8, Public Holidays.

The rates prescribed in this paragraph for weekend work and Public Holidays shall apply instead of the shift loadings in paragraph 4.4.1.

4.4.3 All overtime worked between midnight Friday and midnight Sunday shall be paid for at double the ordinary time rate.

4.5. Meal Breaks and Crib Time

4.5.1 No employee shall be required to work for more than five (5) hours without a meal break (crib time) except in the case of an employee who is required to continue work after the normal finishing time for less than two (2) hours. Provided that an employee may work for up to six hours without a meal break (crib time) with the consent of the Union. The said five (5) hours is to be calculated from time of starting work or from the end of the previous meal break or crib time, whichever applies.

4.5.2 An employee shall have a twenty-minute paid meal break during each ordinary shift.

4.6 Overtime

Overtime at the rate of time and one half for the first two (2) hours and double time thereafter shall be paid to all shift workers as follows:

4.6.1 For all time worked before the starting time or after the finishing time fixed for each shift.

4.6.2 For all time worked in excess of the daily limitation of the hours of each shift.

4.6.3 For all time worked in excess of the ordinary hours of work per week arrived at in accordance with paragraphs 4.3.1 and 4.3.2, of sub-clause 4.3, of this clause.

4.6.4 On the computation of overtime each day or shift shall stand alone and portions of hours shall be taken to the nearest one-tenth of an hour.

4.6.5 The rates prescribed in this paragraph shall apply instead of the shift loadings in paragraph 4.4.1.

4.7 Meal Allowance and Overtime Crib Break

An employee who is required to work overtime on any day for a period of two (2) hours or more after their normal finishing time shall be allowed a paid crib break of twenty minutes.

This break shall be taken at a time fixed by the employer not later than five (5) hours after the end of the previous meal break. Provided that an employee may work for up to six hours without a meal break with the consent of the union.

Where an employee is not notified at least twenty-four hours in advance that overtime would be required, shall be paid a meal allowance of the amount set out in Item 6 of Table 2 of Part B.

Meal breaks or crib times may, at the discretion of the employer, be staggered in such a way as to permit continuity of operations.

In accordance with business requirements an employee may be needed to work through their usual meal break until such time as it is practical to take a break.

4.8 Shift Rosters

4.8.1 Shift rosters shall specify the commencing and finishing times of ordinary hours of respective shift. A copy of such shift roster shall be kept posted in a prominent place. Such roster shall not be altered unless 48 hours notice is given.

Overtime rates shall apply to work performed outside the ordinary shift hours where such notice is not given.

In cases of changes necessitated outside the control of the employer, twenty-four hours' notice shall apply in lieu of forty-eight hours' notice.

4.8.2 The method of working shifts and the time of commencing and finishing shifts may be varied by agreement between the employer and the Branch Secretary of the Union (or his Nominee) and the accredited representative of the Union at the employer's establishment to suit the circumstances of the establishment.

4.9 Rostered Day Off Falling On Holiday (Shift Workers)

An employee whose rostered day off falls on a public holiday prescribed under this Award to which a day worker (whose ordinary hours are worked Monday to Friday inclusive) is entitled without loss of pay as provided in this Award, and who is not required to work, shall receive eight (8) hours ordinary pay in addition to his/her weekly wage.

Where an employee with twelve months' continuous service is engaged for part of the twelve-month period as a seven-day shift worker, they shall be entitled to have the annual leave prescribed in clause 10, Annual Leave, increased by one day for each 36 ordinary shifts worked as a seven-day shift worker.

5. OVERTIME

5.1 Overtime at the rate of time and one half for the first two hours and at the rate of double time thereafter shall be paid to all employees as follows:-

5.1.1 For all time worked between the earliest and latest times mentioned in clause 3, Hours, of this Award, in excess of thirty-eight hours in any one-week or in excess of the ordinary hours of work in any holiday week.

5.1.2 For all time worked between such earliest and latest times in excess of the daily limitations prescribed in the said clause 3 or before the usual commencing or after the usual finishing time.

5.1.3 For all time worked before the said earliest time and for all time worked after the said latest time.

5.1.4 For all time worked on a Saturday: (Other than in accordance with clause 3.2). An employee required to attend for work on a Saturday and so attending for work shall be regarded, for the purpose of this clause, as having worked for at least four hours at the rate of this clause, as having worked for at least four hours at the rate of remuneration provided for by this Award, whether actual work for the said four hours or any part thereof has been provided for him by his employer or not. An employee shall be paid at the rate of double time for all time worked after 12 noon.

5.1.5 For the purpose of the computation of overtime, each day shall stand alone; provided that any overtime shall not be paid twice for the same hours worked.

- 5.1.6 Casual - In the case of casual employees, the overtime rate shall be calculated on the casual rate of pay.
- 5.2 Where an employee has been notified that he/she is required to work overtime, not being overtime commencing immediately after the completion of his ordinary hours of work, and the requirement to work such overtime subsequently is cancelled, the following shall apply:
- 5.2.1 Where at least six hours' notice of cancellation is given, no payment shall be made.
- 5.2.2 Where less than six hours and at least three hours notice is given, two hours at the appropriate rate shall be paid.
- Where less than three hours notice is given, four hours at the appropriate rate shall be paid.

6. SUNDAY WORK

An employee required to work on a Sunday shall be paid double time and shall be guaranteed four hours' work or shall be paid for four hours at the appropriate rate.

7. CASUAL EMPLOYMENT

- 7.1 The minimum hourly rates of pay for casual employees shall subject to the other provisions of this award, be one thirty-eighth of the weekly rate prescribed by this Award for the appropriate type of work which is performed plus 17.5 percent.
- 7.2 The casual loading being 2.5 percent higher than the equivalent rate in the Transport Industry (State) Award (301 I.G. 206) is in acknowledgment of the right of the employer to engage any number of casual employees, irrespective of the number of weekly employees engaged.

8. PAYMENT OF WAGES

- 8.1 Subject to clause 8.6, all wages shall be paid weekly in cash or by electronic funds transfer, on Tuesday or Wednesday, as determined by the employer, and the day, on being fixed, shall not be altered more than once in three months. Where a public holiday falls on a Tuesday or Wednesday (being a pay day), the payment of wages that week shall, as far as practicable, be made on the preceding workday. Provided that wages may be paid by cheque with the agreement of a majority of employees at each yard.
- 8.2 No employee should have the pay day changed unless given at least seven (7) days' notice.
- 8.3 Except as otherwise provided for in this clause no employer shall hold more than two days' wages in hand.
- 8.4 Where an employer holds less than two days' wages in hand, payment for any overtime worked after the normal finishing time on the last day of the pay week shall be paid to the employee on the next succeeding pay day.
- 8.5 Casual employees shall be paid at the end of each day or at the termination of their casual employment.
- 8.6 Where wages are paid in cash, they shall be paid to the employee at the workplace or other agreed starting place or otherwise by agreement between the employer and the employee or employees concerned.
- 8.7 Where wages are paid in cash, wages shall be paid without unnecessary delay after the employee ceases work on payday. An employee kept waiting for wages on payday for more than a quarter of an hour after ceasing work shall be paid at overtime rates after that quarter of an hour with a minimum payment equal to 1/5th of an hour.

- 8.8 In the case of an employee whose services are terminated on other than a pay day such employee shall be paid all wages due either prior to or immediately upon cessation of work on the final day of employment.
- 8.9 An employee, other than a casual employee, who desires to terminate employment on a day other than pay day shall give notice to the employer on commencing work in the morning in which case the employee shall be paid all wages due when the employee has finished the day's work, otherwise wages may be paid on the following working day at a time stipulated by the employer but not later than 12 midday.
- 8.10 Each employee shall be supplied with a pay envelope or statement in writing on which shall be endorsed:-
- 8.10.1 The name and classification of the employee.
- 8.10.2 The gross amount of wages, inclusive of overtime and other earnings.
- 8.10.3 The amount paid as overtime or such information as will enable the 8.10.4 amount paid as overtime to be calculated by the employee.
- 8.10.4 The amount deducted for taxation purposes.
- 8.10.5 Particulars of all other deductions or the total amount of such deductions; and
- 8.10.6 The net amount paid.

9. MEAL BREAKS

- 9.1 On the days Monday to Friday, inclusive, each employee shall be entitled to a meal break.. In the case of employees who are required to remain in the vehicle during the meal break, the break shall be for a period of forty-five minutes unless the reasonable requirements of the business otherwise require, when it shall be not less than thirty minutes. In either case, an allowance equal to forty-five minutes' pay at the ordinary rate for a weekly employee in the classification of armoured car driver shall be paid to such employee on each such occasion. In the case of employees who take the meal break at the yard, depot or garage, the meal break shall be for a period of not less than forty-five minutes nor more than one hour. Meal breaks must be taken between 12 noon and 2 p.m.
- 9.2 When an employee is called upon to work before 6.15 a.m. he shall be allowed a crib time of fifteen minutes between 8 a.m. and 9 a.m. and, when an employee is required to work on a Saturday beyond 1 p.m. he/she shall be allowed thirty minutes' crib time, and when called upon to work up to 8 p.m. on any one day, he/she shall be allowed thirty minutes' crib time. The foregoing crib times shall be counted as time worked.
- 9.3 If eight hours are worked on a Saturday or a Sunday, the usual weekday meal hours shall be allowed and the provisions prescribed in subclause 9.2 of this clause, with relation to crib time shall not apply.
- 9.4 No employee shall work nor shall be required to be on duty for a period exceeding 5 hours without a meal or crib break. Such time shall be calculated from the completion of the last preceding break. Provided that an employee may work for up to six hours without a meal break with the consent of the union. All meal breaks of a lesser period than 30 minutes shall be included as time worked.
- 9.5 An employee who is required to work overtime on any weekday for a period of two and one-half hours or more after his normal finishing time shall be paid a meal break allowance of the amount as set out in Item 7 of Table 2 of Part B - Monetary Rates.

SECTION II - LEAVE ENTITLEMENTS AND PUBLIC HOLIDAYS

10. ANNUAL LEAVE

- 10.1 See *Annual Holidays Act 1944*.
- 10.2 An employee at the time of his/her entering upon a period of annual leave in accordance with Section 3 of the *Annual Holidays Act* shall be entitled to an additional payment in respect of the period of employment to which the said leave is referable, calculated on the basis of 3 1/3 hours' ordinary pay for each month.
- 10.3 In addition to the leave provided for by subclause 10.1 of this clause, 7 day shift workers (that is, shift workers who are rostered to work regularly on Sundays and holidays) shall be allowed one week's leave; provided that if during the year of employment an employee has served for only a portion of it as a 7 day shift worker, the additional leave shall be one day for each 36 ordinary shifts worked as a 7 day shift worker. In this subclause, reference to one week and one day shall include holidays and non-working days.
- 10.4 Leave is reserved to the parties to apply in respect of this clause.

11. LONG SERVICE LEAVE

See *Long Service Leave Act 1955*.

12. SICK LEAVE

- 12.1 "Year" shall mean the period of twelve months measured for each employee from the date of commencement of the employee's current period of employment. Notwithstanding anything contained herein to the contrary for an employee who commenced employment prior to 1 December, 1998 "Year" shall mean the period from 1 July to 30 June next following.
- 12.2 An employee, other than a casual employee, with not less than three months' continuous service as such in the industry covered by this Award, who is absent from his/her work by reason of personal illness or injury not being illness or injury arising from the employee's misconduct or from an injury arising out of or in the course of employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:
- 12.2.1 He/she shall, unless it is not reasonably practicable so to do (proof of which shall be on the employee), before his/her ordinary starting time on the first day of his/her absence, and in any event within twenty-four hours, inform the employer of his/her inability to attend for duty and, as far as practicable, state the nature of the illness or injury and the estimated duration of the absence.
- 12.2.2 He/she shall furnish to the employer such evidence as the employer may reasonably desire that he/she was unable, by reason of such illness or injury, to attend for duty on the day or days for which sick leave is claimed.
- 12.2.3 Except as hereinafter provided, he/she shall not be entitled in any year (as defined), whether in the employ of one employer or several in the industry in such year to leave in excess of forty hours of ordinary working time. Provided that:
- 12.2.3.1 if his/her employment continues with the one employer after the first year, his/her leave entitlement shall increase to a maximum of 64 hours of ordinary working time at which figure it shall remain for any subsequent years of continued employment.
- 12.2.3.2 if the employment of an employee who has become entitled to leave in accordance with 12.2.3.1 above is terminated for any reason he/she shall not be entitled in the employ of any employer in the industry, in that year, to leave excess of 40 hours of ordinary working time.
- 12.3 For the purpose of administering paragraph 12.2.3, an employer, within one month of this Award coming into operation or within two weeks of the employee entering his/her employment, may require

an employee to make a statutory declaration or other written statement as to what paid leave of absence he/she has had from any employer during the then current year and upon such statement the employer shall be entitled to rely and act.

- 12.4 The rights under this clause shall accumulate from year to year, so long as his/her employment continues with the one employer, so that any part of the leave entitlement which has been allowed in any year may be claimed by the employee and shall be allowed by that employer, subject to the conditions prescribed by this clause, in a subsequent year of continued employment.
- 12.5 If an award holiday occurs, during an employee's absence on sick leave then such award holiday shall not be counted as sick leave.
- 12.6 Service before the date of coming into force of this clause shall be counted as service for the purpose of assessing the sick leave entitlement in any year under subclause 12.2.3 of this clause, but shall not be taken into consideration in arriving at the period of accumulated leave.
- 12.7 Accumulated sick leave at the credit of an employee at the commencement of this Award shall not be affected nor reduced by the operation of this clause.

13. PERSONAL/CARER'S LEAVE

13.1 Use of Sick Leave

13.1.1 An employee other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph 13.1.3.2.3 of paragraph 13.1 who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 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.

13.1.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carers leave under this subclause where another person has taken leave to care for the same person.

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

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

13.1.3.2 the person concerned being:

13.1.3.2.1 a spouse of the employee; or

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

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

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

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

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

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

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

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.

13.2 Unpaid Leave for Family Purpose

13.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph 13.1.3.2.3 of subclause 13.1 above who is ill.

13.3 Annual Leave

13.3.1 An employee may elect with the consent of the employer, subject to the *Annual Holidays Act* 1944, to take annual leave not exceeding five (5) days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

13.3.2 Access to annual leave, as prescribed in paragraph 13.4.1 of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.

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

13.4 Time Off in Lieu of Payment for Overtime

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

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

13.4.3 If, having elected to take time as leave in accordance with paragraph 13.4.1 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.

13.4.4 Where no election is made in accordance with paragraph 13.4.1, the employee shall be paid overtime rates in accordance with the award.

13.5 Make-Up Time

13.5.1 An employee may elect, with the consent of the employer, to work "make-up time", under 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.

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

13.6 Rostered Days Off

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

14. BEREAVEMENT LEAVE

- 14.1 An employee other than a casual employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subclause 14.3 of this clause. An employee other than a casual employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subclause 14.3 of this clause, where such employee travels outside of Australia to attend the funeral.
- 14.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.
- 14.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/careers leave as set out in subparagraph 13.1.3.2 of subclause 13.1 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.
- 14.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 14.5 Bereavement leave may be taken in conjunction with other leave available under subclauses 13.2, 13.3, 13.4, 13.5 and 13.6 of the said clause 13 - Personal Carer's Leave. 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. PUBLIC HOLIDAYS

- 15.1 The days on which New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Six Hour Day, Christmas Day and Boxing Day are observed in the areas concerned, together with all public holidays that hereafter may be proclaimed by the Governor and which are observed for the areas covered by this Award, and the picnic day of the Transport Workers' Union of Australia, New South Wales Branch, which shall be held on Easter Saturday of each year, shall be recognised as holidays without deduction from weekly employees' wages.
- 15.2 All work performed on any of the abovementioned days, except Christmas Day and Good Friday, shall be paid for at the rate of time and one half extra for the actual time worked; for all work performed on Christmas Day and Good Friday the rate of double time extra shall be paid. For all work done by casual employees on any of the holidays prescribed by subclause 15.1 of this clause, double overtime rates shall be paid. An employee called upon to work on an award holiday shall be guaranteed four hours work or shall be paid for four hours at the appropriate rate.
- 15.3 In any week during which a holiday is observed on any day, Monday to Friday, inclusive, the ordinary working time of such week shall be reduced by eight hours for each holiday occurring.

- 15.4 A weekly employee, whose services are dispensed with within seven days of the commencement of any week in which one or more holidays occur and who is re-engaged by the same employer within seven days of the said week, shall be paid an ordinary day's pay for each holiday so occurring at the rate prescribed for the class of work performed by him/her prior to his/her services being dispensed with.
- 15.5 An employee who, without permission of an employer or without reasonable cause absents him/herself from duty on the working day immediately preceeding or the working day immediately succeeding any award holiday shall not be entitled to payment for such holiday.

SECTION III - INDUSTRIAL RELATIONS AND THE UNION

16. DISPUTE SETTLEMENT PROCEDURE

This dispute settlement procedure shall govern the settlement of any industrial dispute arising between the parties covered by this Award within the State of New South Wales.

- 16.1 In the event of a question, dispute or difficulty arising at a branch:
- 16.1.1 The branch delegate should seek to reach agreement over the issue with the branch supervisor.
- 16.1.2 If the dispute is not resolved at this level, the matter should be discussed and agreement sought with the branch manager.
- 16.1.3 Should the dispute remain unsolved, the branch delegate should refer the matter to an official of the Transport Workers' Union, New South Wales Branch who will discuss the matter with senior management.
- 16.1.4 In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Commission of New South Wales for resolution.
- 16.2 It is the intention of the parties that all work will continue normally while the negotiations are taking place.

17. UNION DELEGATE

- 17.1 An employee appointed as union delegate in the yard, depot or garage shall upon notification to the employer by the branch or sub-branch secretary of the union, be recognised as the accredited representative of the union.
- 17.2 Any matter arising in the yard, depot or garage affecting members of the union may be investigated by the delegate and discussed with the employer or his/her representative. The delegate shall, at his/her request, be allowed a reasonable opportunity to carry out such duties at a time reasonably convenient to him/herself and the employer.
- 17.3 If a matter in dispute is not settled the delegate shall, on request, be allowed access to a telephone for a reasonable opportunity of notifying the union branch or sub-branch concerned.

18. NOTICE BOARD

The employer shall provide a notice board of reasonable dimensions to be erected or to be placed in a prominent position in his/her yard, depot or garage, upon which accredited representatives of the Transport Workers' Union of Australia, New South Wales Branch, shall be permitted to post formal union notices signed by the representative or representatives.

19. RIGHT OF ENTRY

See Part 7 of Chapter 5 of the *Industrial Relations Act* 1996. (NOTE: This provides that a duly accredited representative of the union shall have the right to enter any work place or premises for the purpose of interviewing employees and investigating suspected breaches of awards or agreements or the *Industrial*

Relations Act 1996 and in such investigations inspect time and pay sheets - so long as the does not unduly interfere with the work being performed by any employee during working time).

20. UNION PICNIC DAY

- 20.1 Easter Saturday shall be recognised as the Union's Picnic Day.
- 20.2 In addition to all other payments due to him/her, a financial member of the union, other than a casual employee, shall upon proof thereof, be paid an additional day's pay in the pay period in which Easter Saturday falls.
- 20.3 A financial member of the union who is required to work on Easter Saturday shall be paid at the rate of time and a half for the actual time worked and, in addition, ordinary time for the actual time worked up to a maximum of eight (8) hours pay at ordinary time.
- 20.4 Notwithstanding the provisions of subclause 20.1, 20.2 and 20.3, of this clause, where an employer observes a paid Picnic Day for the whole of his/her employees, such a day shall be regarded as a holiday in lieu of the Picnic Day prescribed herein and accordingly such employer shall be exempted from paying the prescribed extra day's pay in the pay period in which Easter Saturday falls and from the other provisions of this clause with respect of payment for work performed on that day.
- 20.5 For the purpose of this clause "financial member of the union" shall mean an employee who is, at the time of the Picnic Day, a financial member, or who was a financial member of the union at the 31st of December of the preceding year.

SECTION IV - OTHER PROVISIONS

21. JURY SERVICE

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

22. LIMITATION OF OVERTIME

- 22.1 An employee who is required to work for any period amounting to twelve hours or more from the time of commencing work shall be granted a respite from and shall be entitled to absent him/herself from work until he/she has had ten (10) consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence.
- 22.2 In the cases of emergency, as herein defined, the said ten hours referred to in subclause 22.1 of this clause, may be exceeded by not more than one hour. Emergency, in this subclause shall mean periods in which excess cash or bullion, which has been delayed by circumstances beyond the control of the employer, needs to be transported within limited period of time and where extra labour is not available to carry out the necessary work.
- 22.3 Except in the case of accident or circumstances over which the employer has no control, an employee shall not work and an employer shall not require an employee to work more than a total of twenty (20) hours overtime, in any one week exclusive of unpaid intervals allowed for meals.

23. TERMS OF EMPLOYMENT

- 23.1 An employee may be put off or may leave his/her employment without notice during any week subject to the following conditions:

- 23.1.1 Where an employee works less than a full week, he/she shall be entitled to casual rates for the actual days worked by him/her during such week, also the days pay of a weekly hand in the class in which he/she is working in respect of any holiday that falls in such week, except in cases where a weekly employee leaves his/her employment of his/her own accord or loses time by his/her own default, when he/she shall be entitled only to weekly rates for the days worked by him/her less the difference between the casual and weekly rates for the other days of the week.
- 23.1.2 Provided that, where a new weekly hand is put on during a week and continues in the same employment from the first to the two following pay days, he/she shall not be entitled to casual rates for the portion of the first week worked by him/her, if at the time of his/her engagement, no other drivers are standing off. For the purpose of this clause, the working week shall end on pay-day or the day previous in the case of employers holding one day's pay in hand.
- 23.2 An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award, provided that such duties are not designed to promote de-skilling.

24. INSURANCE FOR EMPLOYEES

- 24.1 In recognition of the fact that employees working under the provisions of this Award are exposed to the hazard of armed assault upon them by persons armed with lethal weapons (because the principal function of their employment is the handling and carriage of money, bullion and the like), the employer shall arrange an insurance policy to cover each employee so engaged against the risk of such armed assault. Such insurance policy shall provide benefits not less favourable than those prescribed in the policies arranged by the companies and in force as at 13 September 1982.

25. ACCIDENT PAY

- 25.1 In the event that an employee sustains an injury which entitles him/her to be paid and he/she is paid benefits prescribed by the Workers' Compensation Legislation, and the incapacity arising out of such injury continues for a period in excess of twenty-six weeks, the employer shall pay to any such employee the difference between his/her current minimum weekly rate of pay as prescribed by clause 1 - Wages, of this Award and the weekly benefit paid to the employee in accordance with the provisions of the Workers' Compensation Legislation.
- 25.1.1 Provided that the payment prescribed by this subclause shall not commence to be paid until the twenty-seventh week of incapacity arising from injury as aforesaid and shall cease to be payable when the payment to the employee of workers' compensation benefits ceases or at the end of a period of thirteen weeks whichever event first occurs.
- 25.1.2 Provided further that the employee shall not be entitled to receive the benefits prescribed by this subclause if he/she fails to comply with a request by the employer to give to the employer:
- 25.1.2.1 an undertaking that if the employee obtains a verdict for damages against his/her employer in respect of any injury or is paid an amount in settlement of any claim for damages that he/she has made against his/her employer in respect of such injury, he/she will immediately upon payment to him/her or his/her agent of such verdict for damages or amount in settlement of a claim therefore repay to his/her employer the amount of the benefits prescribed by this subclause which the employer has paid or may pay in respect of such injury and an authority for the employer alternatively to deduct the amount of the benefits prescribed by this subclause from any money owing or which may become owing from the employer to the employee under such verdict or settlement; and
- 25.1.2.2 an undertaking that where the injury was caused in circumstances creating a liability in a third party to pay damages in respect thereof and the employee obtains a verdict for damages or is paid an amount of money in settlement of any claim for damages he/she has made against that third party he/she will out of such verdict or

amount of money repay to the employer the amount of the benefits prescribed by this subclause which the employer has paid or may pay in respect of the injury; and

- 25.1.2.3 an irrevocable authority addressed to any third party requiring such third party out of any verdict which may be obtained by the employee against such third party or any amount of money payable to the employee in settlement of any claim for damages made against such third party to pay to the employer the amount of the benefits prescribed by this subclause which the employer has paid or may pay to the employed.

26. AMENITIES

- 26.1 The following facilities shall be available at all yards, depots or garages where employees are engaged under the provisions of this Award:

26.1.1 Proper dressing rooms with adequate washing facilities, including at least one shower with both hot and cold water.

26.1.2 Proper lock-up clothing lockers.

26.1.3 Where employees are required to partake of meals at the employer's yard, depot or garage, a dining room with adequate seating and table accommodation for the partaking of meals and also facilities for boiling water and heating food shall be available.

26.1.4 Proper lavatory facilities shall be available.

- 26.2 Leave is reserved to the applicant union to apply for an allowance for employees whose employers fail to make available the facilities prescribed by this clause.

- 26.3 Leave also is reserved to the parties and any employer affected by this Award to apply generally in respect of this clause.

- 26.4 First-aid Outfit - A first-aid outfit shall be provided by the employer at each establishment, yard, depot and garage. Such outfit is to comprise a First Aid Ambulance Chest which shall:

26.4.1 be of wood or metal, be dust-proof and be distinctively marked with a white cross upon green ground;

26.4.2 be so equipped and maintained as to contain at least the articles and appliances specified by the First-aid regulations under the *Factories, Shops and Industries Act, 1962*. (Note: The employer shall display a copy of the appropriate Schedule, above referred to, on or adjacent to the First-aid Ambulance Chest);

26.4.3 contain nothing except requisite articles and appliances for first-aid;

26.4.4 be readily accessible to the persons employed in the establishment, yard, depot and garage; and

26.4.5 be placed under the charge of a responsible person or persons who or one of whom shall always be readily available during working hours. A clearly legible notice stating the name or names of the person or persons in charge of the ambulance chest shall be affixed in a conspicuous position on or adjacent to the chest.

27. UNIFORMS

Where an employee is required to wear a distinctive uniform it shall be provided free of cost by the employer.

28. WET WEATHER CLOTHING

Wet weather clothing shall be provided for employees required to work in the rain.

29. MIXED FUNCTIONS

- 29.1 An employee required by an employer to work for less than half a day on work carrying a higher rate of pay shall be paid at the rate as for a half-day's work and, when required to work for two hours or more but less than a whole day on such work, he/she shall be paid as for a whole day's work.
- 29.2 This clause shall not apply to actual periods of one hour or less or to interchange of work arranged between employees to meet their personal convenience.

30. UNAUTHORISED PERSONS RIDING ON VEHICLES

An employee shall not permit any unauthorised person to accompany him/her on his/her vehicle nor permit any such person to assist him/her in the delivery of anything carried in a vehicle unless such person has been engaged as an employee or is the owner thereof or is the agent or representative of such owner.

31. RECALL

- 31.1 An employee recalled for work shall be guaranteed and shall be paid for at least four (4) hours' work for each start at the appropriate rates of pay, whether he/she works for that period of time or not.
- 31.2 This clause shall also apply to any employee called upon to work before his/her normal starting time and whose overtime work does not continue up to such starting time.

32. COMMITMENT TO TRAINING

- 32.1 The parties to this award recognise that in order to increase the efficiency, productivity and competitiveness of the security industry and armoured vehicle operations generally, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
- 32.1.1 developing a more highly skilled and flexible workforce;
 - 32.1.2 providing employees with career opportunities through appropriate training to acquire additional skills;
 - 32.1.3 removing barriers to the utilisation of skills acquired
- 32.2 Following proper consultation with employees, an employer shall develop a training programme consistent with:
- 32.2.1 the current and future skill needs of the enterprise;
 - 32.2.2 the size, structure and nature of the operations of the enterprise;
 - 32.2.3 the need to develop vocational skills relevant to the enterprise and the industry through courses conducted by accredited educational institutions and/or providers.
- 32.3 Where it is agreed a training committee be established that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, including a requirement to regularly report to the employer.
- 32.4 Any disputes arising in relation to subclause 35.2 and 35.3 shall be subject to the provisions of clause 16 - Disputes Settlement Procedure, of this Award.

33. DEFINITIONS

- 33.1 General

- 33.1.1 Armoured Vehicle - shall mean a vehicle specially designed for the transportation of valuables as defined. The design shall include armour plate and the windscreen, windows and the body specifications shall be constructed to withstand armed attack from ordinary hand-held weapons. Such vehicle to be fitted with air-conditioning and two-way radio.

Where a two-person crew operation is utilised, an armoured vehicle shall have an accessible partitioned secure area in which containers may be placed, allowing the crew members to access and leave that secure area without exposing the armoured vehicle operator or the remainder of the load.

- 33.1.2 Non-Armoured Vehicle - shall mean a fully enclosed air-conditioned vehicle with two-way radio (either fitted or hand-held).

- 33.1.3 ATM Work - Work which (in accordance with a condition of contract between a respondent to the award and the Automatic Teller Machine proprietor) involves a crew in shutting down ATM from on line status.

A variety of tasks (e.g. removal of empty cartridges and inserting filled cartridges, clearing deposits lodged, purged notes and captured cards) and upon completion returning the ATM to on line status.

All vehicles purchased or leased shall have an adequate temperature controlled system installed. Such a system shall be maintained in all vehicles currently operating.

A temperature controlled system shall be deemed to be an air conditioning unit.

- 33.1.4 Mobile Cash Unit - shall mean an armoured vehicle with note counting facilities, utilised out of metropolitan areas for servicing country locations.

- 33.1.5 Valuable - shall mean a commercially negotiable article and/or transaction where the services of a licensed security agent and armoured vehicle are contractually requested by the customer.

- 33.1.6 Workers Compensation Legislation - means the *Workers Compensation Act* 1987 and the *Workplace Injury Management Act* 1998 and related Acts and instruments

33.2 Employees

- 33.2.1 Armoured Vehicle Operator - Armoured vehicle operator, shall be an employee qualified to drive and who holds the relevant licences and has completed all required training. An operator will be appointed at company discretion and will be qualified and available to perform non-driving duties and non-armoured vehicle duties.

- 33.2.2 Armoured Vehicle Escort - An employee performing non-driving duties who has completed the required training and is qualified to perform escort duties. An escort will be qualified and available to perform non-armoured vehicle operator duties.

- 33.2.3 Casual Employee - shall mean an employee engaged and paid as such.

- 33.2.4 Despatch Hand.

- 33.2.5 The Union - shall mean the Transport Workers' Union of Australia, New South Wales Branch.

33.3 Other

- 33.3.1 Issues relating to the appropriate manning of vehicles shall be discussed by the parties to this award at the depot and/or company level as part of ongoing restructuring. Such discussions may result in variations to existing procedures.

- 33.3.2 Such discussions shall at all times have regard to the following considerations:

- 33.3.2.1 the health, safety and security of all employees concerned;
- 33.3.2.2 the relevant aspects of the work concerned, including the value, the volume, the weight, the location, and the method of pick-up;
- 33.3.2.3 the availability and implementation of back-up technology, such as tracking systems, drop-safes etc; and
- 33.3.2.4 the need of companies in the industry to remain viable by attracting new work.

34. REDUNDANCY

See the Transport Industry - Redundancy (State) Award published 8 September 2000 (318 IG 458), as varied.

35. SUPERANNUATION

See the Transport Industry (State) Superannuation Award (No. 2) published 17 March 2000 (314 IG 148), as varied.

36. ANTI-DISCRIMINATION

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

NOTES

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

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

37. LEAVE RESERVED

Leave is reserved to the union to apply in respect of:

Wages
Limitation of Overtime
Travelling Allowances
Amenities
The issue of Waterproof Clothing

38. AREA, INCIDENCE AND DURATION

This award shall apply to employees of the classifications referred to herein employed in connection with armoured car services or payroll car services in the transportation of cash, bullion and other valuables in association with these services in the State, within the jurisdiction of the Transport Industry (State) Industrial Committee.

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Transport Industry - Armoured Cars &c., (State) Award published 14 June 1978 and reprinted February 1984 (232 IG 1242), and all variations thereof.

The changes made to the award pursuant to the Award Review pursuant to section 19 (6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of the New South Wales on 18 December 1998 (308 IG 307) take effect on and from 30 July 2001.

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

PART B

MONETARY RATES

TABLE 1 - WAGES

Note: "Rate A", refers to the rate of pay payable effective from the beginning of the first pay period to commence on or after 18 December, 1998 and "Rate B", refers to the rate payable from the beginning of the first pay period to commence on or after 1 June, 1999.

Classification	Current \$	Rate A \$	Rate B \$
Armoured Vehicle Operator	459.20	484.50	508.20
Dispatch Hand	459.20	484.20	508.20
Armoured Vehicle Escort	447.70	467.70	485.00

TABLE 2 - OTHER RATES AND ALLOWANCES

Item No.	Clause No.	Brief Description	Former Amount	New Amount
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			Per Day \$	Per Day \$
1	2.1	Carry keys to two key safes or possess and use knowledge of vault combinations	2.08	2.31
2	2.2	Performing mobile cash units (MCU) country work	4.20	4.66
3	2.3.1	Readiness to work with off-site automatic teller machines outside ordinary hours - Monday to Friday inclusive Saturday, Sunday and Public Holidays	13.11 32.77	14.55 36.37
4	2.3.3	Using own vehicle when on recall	0.33 per kilometre	0.36 per kilometre
5	2.4	First Aid	1.55	1.72
6	4.7	Meal Allowance		8.20
7	9.5	Meal Allowance		7.65

TABLE 3 - INCOME PROTECTION ON SIX DAY ROSTERS
(clause 3.2.3)

Classification	Amount per week
Armoured Vehicle Operator	\$614.20
Dispatch Hand	\$614.20
Armoured Vehicle Escort	\$598.20

F. MARKS J.

Printed by the authority of the Industrial Registrar.

(783)

SERIAL C0698

SOCIAL AND COMMUNITY SERVICES EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 3120 and 3121 of 1999)

Before Mr Deputy President Grayson

10 August 2001

REVIEWED AWARD

PART A

1. Arrangement

Clause No	Subject Matter
1.	Arrangement

2. Definitions
3. Terms of Engagement
4. Casual Employees
5. Part-time Employees
6. Live-in Workers
7. Calculation of Continuous Service
8. Classification and Incremental Placement
9. Payment of Wages
10. Rates of Pay
11. Superannuation
12. Hours of Work
13. Meal Breaks
14. Rest Breaks
15. Roster of Hours
16. Overtime
17. Call Backs
18. Public Holidays
19. Shift Work
20. Sleepover Shifts
21. Breaks Between Shifts and Overtime
22. Annual Leave
23. Annual Leave Loading
24. Bereavement Leave
25. Special Leave
26. Sick Leave
- 26A Personal/ Carer's Leave
27. Maternity Leave
28. Long Service Leave
29. Jury Service
30. Board and Lodging
31. Motor Vehicle Allowance
32. Higher Duties Allowance
33. First-aid
34. Grievance and Disputes Settling Procedure
- 34A Anti-Discrimination
35. Termination of Employment
36. Organisational Change and Redundancy
37. Employees' Indemnity Against Civil Liability
38. Protective Clothing and Safety Equipment
39. Time Records
40. Amenities
41. Preference of Employment
42. Right of Entry
43. Discrimination On Account of Industrial Action
44. Union Notice Board
45. Posting of Award
46. General Savings
47. Enterprise Arrangements
48. Consultative Mechanism
49. Labour Flexibility
50. No Extra Claims
51. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1	Rates of Pay
Table 2	Other Rates and Allowances

2. Definitions

"Union" shall mean the Australian Social Welfare Union, N.S.W. Branch.

"Community Development Worker" shall mean a person employed to assess the needs of the community, stimulate community involvement in meeting those needs and implement programmes and, in particular, education programmes.

"Co-ordinator" shall mean an employee who is responsible for the overall administration and/or co-ordination of a service, agency or workplace of the employer and shall include, without limiting the generality of the foregoing, an employee who is responsible for the overall administration and/or co-ordination of:

- (i) a multi-purpose neighbourhood centre including one that encompasses a child care facility;
- (ii) a residential child care service providing social support in a residential setting (including family group homes or institutional care for children) where such services are distinct from sessional care to pre-school children, long day care, extended hours care, twenty-four hours care, before and after school care, play groups, occasional care, vacation care and multi-purpose child care, but shall not include a person employed in a child care centre but shall exclude an employee whose duties are principally managerial/administrative and who is a member of the senior management team of a large multi-function organisation (other than a multi-purpose neighbourhood centre) which administers a range of services/facilities and workplaces.

"Developmental Disability" describes a chronic disability which:

- (a) is attributable to an intellectual or physical impairment or combination of intellectual and physical impairments;
- (b) is manifested before the person attains age 18;
- (c) is likely to continue indefinitely;
- (d) results in substantial functional limitation in three or more of the following areas of major life activity: self-care, receptive and expressive language, learning, mobility, self-direction, capacity for independent living, economic self-sufficiency; and
- (e) reflects the person's need for a combination and sequence of special interdisciplinary or generic care, treatment or other services, which are of lifelong or extended duration and are individually planned and co-ordinated.

For practical purposes this includes persons with an intellectual handicap, severe epilepsy, cerebral palsy, brain damage acquired in childhood and those with other neurological disorders needing similar provision.

"Information Officer" shall mean an employee who is responsible for collection and dissemination of information and the maintenance or organisation of information systems within a service.

"Project Officer" shall mean a person employed to develop or undertake a social welfare project or series of projects, where such employee is subject to minimal direction and supervision by another employee in performance of such work and is solely responsible for the outcomes of that particular project or projects.

"Research Officer" shall mean a person employed to develop or undertake a research project or series of projects where such employee is subject to minimal direction and supervision by another employee, in the performance of such research but shall not include an "Information Officer", "Project Officer", "Research Officer" as defined, who:

- (i) has post secondary qualifications requiring at least one year's full-time study in librarianship, archival management (however described, but including library technician qualifications) and is employed in work requiring the qualifications; or

- (ii) is studying for a qualification referred to in (i) above and is employed in work which requires that such study is undertaken.

"Live-in Worker" shall mean a person who lives in, and is responsible for, or assists in the direction and control of a family group home or similar facility. Such a person will be provided with full board and lodging by the employer.

"Residential Care Worker" shall mean a person employed to provide welfare and social support services in refuges or residential care establishments, as distinct from persons engaged primarily in manual work in such services.

"Social Educator" shall mean a person employed in accommodation support services and residential care facilities to provide support and training to people with a developmental disability in the acquisition of social and independent living skills.

"Social Welfare Assistant" shall mean a person who is employed to assist social welfare workers within a defined area of social and community welfare services and is under the immediate and direct supervision of another employee in relation to all aspects of his or her employment. In no case shall a social welfare assistant be responsible for policy development, or co-ordination, or the direction or supervision of paid or unpaid workers. However, a social welfare assistant may be required to provide information for use in the co-ordination and policy development of an organisation.

"Social Welfare Worker Category 1" shall mean a person who is employed to perform duties of a more complex, varied and responsible nature than a social welfare assistant, which may include service delivery on an individual, group or community basis and social educators and vocational educators. Such person may be required to exercise initiative and independent judgement but will be under the general supervision of another employee subject to this award. In no case shall a Social Welfare Worker Category 1 be required to develop policy for or co-ordinate a service.

"Social Welfare Worker Category 2" shall mean an employee who performs more varied, complex and responsible work than a Category 1 as defined above, in providing social welfare services on an individual, group or community basis. Such employee may be required to exercise substantial responsibility in relation to service delivery, initiative and substantial judgement and have an extensive knowledge of social and community welfare services and shall be subject only to general supervision. Such duties may include case responsibility for clients, co-ordination of a service, contributing to policy development, supervision of other workers and/or complex counselling, and may include the co-ordination and/or administration of activity therapy centres, workshops and supported employment services and independent living training for the developmentally disabled.

"Social Welfare Worker Category 3" shall mean an employee who would not ordinarily receive instructions from another employee as to the performance of his or her duties, and:

- (i) is responsible for the overall administration and/or co-ordination of a service, agency or workplace of the employer including the supervision of one or more Category 2 workers; and/or
- (ii) is primarily engaged in developing and implementing policies at a senior level for a service in relation to general or specific aspects of social and community welfare services; and/or
- (iii) is primarily engaged in the co-ordination and/or administration of activity therapy centres, workshops and supported employment services for the developmentally disabled where such employment based schemes cater for more than 30 disabled persons and independent living training where such community and hostel based residences cater for more than 20 disabled persons,

but shall exclude an employee whose duties are principally managerial/administrative and who is a member of the senior management team of a large multi-function organisation (other than a multi-purpose neighbourhood centre) which administers a range of services/facilities and workplaces.

"Supervision" shall mean for the purpose of this award:

- (i) "Immediate supervision" - the direct responsibility to another employee at the workplace in the performance of daily tasks;
- (ii) "General supervision" - supervision of a broad set of tasks based more on self appraisal than daily direction of task performance and can include professional supervision.

"Vocational Educator" shall mean a person who provides support and training to people with a developmental disability in the acquisition of skills including community access, independent living, employment and social skills.

3. Terms of Engagement

- 3.1 The employer shall inform each employee in writing as to the terms of his or her engagement, and in particular whether he or she is a full-time, part-time or casual employee.
- 3.2 The employer shall provide each employee other than a casual with a job description and duty statement outlining specific duties to be performed, upon engagement, or in the case of existing employees, within one month of the effective date of this award.

4. Casual Employees

- 4.1 "Casual Employee" shall mean an employee engaged and paid as such.
- 4.2 A casual employee shall be paid an hourly rate equal to one-fortieth of the appropriate weekly rate prescribed by clause 10, Rates of Pay, plus an additional loading of fifteen per cent.
- 4.3 A casual employee shall be paid a minimum of two hours at the appropriate rate for each engagement.
- 4.4 Where a casual employee is engaged to undertake shift work, the prescribed shift allowances for the appropriate shift shall be paid in addition to the loading prescribed in subclause 4.2 of this clause.
- 4.5 Pursuant to the *Annual Holidays Act* 1944, casual employees are entitled to payment in lieu of annual leave at the end of each engagement in addition to entitlements under this clause - i.e., an amount equal to one-twelfth of the employee's ordinary pay for such period of engagement.

5. Part-time Employees

- 5.1 "Part-time employee" shall mean a person who works a specified number of regular days and hours being less than those worked by a full-time employee in a four-week period.
- 5.2 Part-time employees shall be paid an hourly rate calculated on the basis of one-fortieth of the appropriate weekly rate prescribed by clause 10, Rates of Pay, of this award.
- 5.3 The provisions of this award shall apply to a part-time employee on a proportional basis.

6. Live-in Workers

The provisions of this award relating to hours, shift work (including sleepover shifts), shift and weekend penalties and breaks between shifts or overtime shall not apply to employees who are required to live-in on a permanent or substantially permanent basis.

7. Calculation of Continuous Service

Continuous service, for the purpose of this award, shall be calculated in the same manner as provided for in the *Long Service Leave Act* 1955.

8. Classification and Incremental Placement

- (i) Each employer shall classify each of their employees, however they may be described, including but not limited to all the classifications defined in clause 2, Definitions, in accordance with the classifications of Social Welfare Assistant, Social Welfare Worker Category 1, Social Welfare Worker Category 2 and Social Welfare Worker Category 3, as set out in the said clause 2.
- (ii) Subject to this subclause, an employee shall be appointed to the first level of the appropriate category and shall proceed from level to level within that category on each anniversary of such appointment, provided, however:
 - (a) Part-time and casual employees shall proceed from one incremental level to the next within each category upon the completion of the number of ordinary hours of work equivalent to 12 months of full-time employment. This shall apply to all part-time and casual employees with respect to all employment before and including 18 December 1997.
 - (b) On or after 19 December 1997, part-time and casual employees shall proceed from level to level within that category on each anniversary of such appointment, whether or not their date of appointment occurs before or after 19 December 1997.
 - (c) A Social Welfare Assistant with a relevant post-secondary qualification of two or more full-time equivalent years shall be appointed at least at level 2 of the Social Welfare Assistant category.
 - (d) An employee employed as a Social Welfare Worker Category 1 with a relevant post-secondary qualification of two or more full-time equivalent years shall be appointed at least at level 2 of the category.
 - (e) An employee employed as a Social Welfare Worker Category 2 with a relevant degree or diploma of two or more years' full-time equivalent shall be appointed at least at level 2 of the category.
 - (f) A Co-ordinator or person required to supervise ten or more employees other than Social Welfare Workers Category 2 shall be appointed at least at level 3 of Social Welfare Worker Category 2.

9. Payment of Wages

- 9.1 To ascertain the equivalent weekly rate of the annual wages such annual rates must be divided by 52.14.
- 9.2 All wages shall be paid at least fortnightly by cash, cheque or electronic funds transfer, by agreement between the majority of employees and the employer. Provided that where an employer and employee agree wages may be paid monthly.
- 9.3 Wages shall be paid during working hours on a weekday being not more than five days following the end of the pay period. The payday selected, once agreed, shall not be changed without the agreement of a majority of the employees. In the case of electronic funds transfer payments; wages shall be transferred to the nominated account within twelve hours of the close of business on the nominated pay day.
- 9.4 Upon termination, wages due to an employee and any other monetary entitlements shall be paid on the date of termination or forwarded by post on the next working day.
- 9.5 An employer may deduct from amounts due to an employee such amounts as authorised in writing by the employee and deductions of income tax required to be made to the Australian Taxation Office.
- 9.6 On pay days, the employer shall provide for each employee a statement in writing showing the gross salary including overtime and allowances, the amount deducted for taxation purposes, particulars of other deductions including payroll deduction made for subscription to the Union and the net amount paid.

10. Rates of Pay

The rates of pay shall be as set out in Table 1 of Part B of this award.

11. Superannuation

11.1 Definitions -

- (a) "Act and Regulations" means the *Occupational Superannuation Standards Act 1987* and Regulations pertaining thereto and as amended from time to time.
- (b) "Employee" means any person employed on a full-time or part-time basis and casual employees who earn more than \$120.00 gross per month, employed under the terms of this award.
- (c) "Employer" means any employer who is bound by this award.
- (d) "Ordinary-time Earnings" shall mean remuneration for an employee's weekly number of hours of work, excluding overtime hours, calculated at the ordinary-time rate of pay and in addition thereto shall include, where applicable, the following:
 - Monday to Friday shift premiums for ordinary hours of work;
 - weekend shift premiums for ordinary hours of work;
 - overaward payments for ordinary hours of work;
 - any percentage addition payable to casual employees.
- (e) The "Superannuation Fund" shall mean the Health Employees Superannuation Trust Australia or the Australian Superannuation Savings Employment Trust.

11.2 Contributions -

- (a) Subject to subclause 11.1 and this subclause, an employer shall contribute to the superannuation fund the equivalent of 3 per cent of each employee's ordinary-time earnings from the beginning of the first full pay period to commence on or after 15 May 1991.
- (b) Such contributions will be made to the superannuation fund in the manner and at the times specified by the terms of the fund or in accordance with any agreement between the employer and the Trustee of the fund.

11.3 Fund Membership -

- (a) On engagement, and for existing employees, the employer shall make the employee aware of his/her entitlements under this clause and offer the employee the opportunity to become a member of the appropriate fund. The employer shall provide the employee with full details of the superannuation fund defined in this clause. An employee shall be required to properly complete the necessary application form(s) to become a member of the fund.
- (b) The employer shall make contributions in accordance with paragraph (a) of subclause 11.2 on behalf of all eligible employees once such employees complete and submit the necessary application form(s) to the superannuation fund.
- (c) Where an employee is not a member of the fund, but eligible to join the fund, the employer shall remind the employee in writing of his/her entitlements within a period of a further three months from the date of becoming eligible for superannuation.

11.4 Absence From Work -

- (a) Paid Leave - Subject to the trust deed of the fund of which the employee is a member, absences from work will be treated in the following manner:

Contributions shall continue whilst a member of a fund is absent on paid leave such as annual leave, long service leave, public holidays, jury service, sick leave and bereavement leave.

- (b) Unpaid Leave - Contributions shall not be required to be made in respect of any absence from work without pay.
- (c) Work Related Injury and Sickness - In the event of an eligible employee's absence from work due to work related injury or sickness, contributions shall continue for the period of the absence (subject to a total of 52 weeks total absence for each injury or sickness) provided that the member of the fund (employee) is receiving payments pursuant to workers' compensation legislation.

- 11.5 Where a respondent employer, at the date of commencement of this award, paying a 3 per cent productivity superannuation component in respect of any employee covered by this award (being an amount arising from the National Wage Case Decision of the Australian Conciliation and Arbitration Commission of 26 June 1986 and 10 March 1987) to an alternative superannuation fund which conforms to the Commonwealth operational standards for occupational superannuation funds, such employers shall be exempt from making occupational superannuation contributions on behalf of employees to the Health Employees Superannuation Trust Australia, or the Australian Superannuation Savings Employment Trust provided that:

Contributions equivalent to those set out in the award continue to be made to the alternative approved fund on behalf of the employee; and

the Australian Social Welfare Union, N.S.W. Branch and the Industrial Relations Commission of New South Wales are advised in writing of details of the alternative approved fund.

12. Hours of Work

- 12.1 The ordinary hours of work, exclusive of meal breaks, shall be no more than 160 hours in any four-week period.
- 12.2 The employer in rostering ordinary hours of work shall take all reasonable steps to accommodate reasonable requests of the employee.
- 12.3 Nothing in this clause will limit the right of the employee to instigate the disputes procedure contained in clause 34, Grievance and Disputes Handling Procedure, of this award.

13. Meal Breaks

- 13.1 Where practicable, a lunch break of not less than thirty minutes shall be allowed each day, provided that no employee shall be required to work more than five hours continuously without a meal, and where he/she does so with the authorisation of the employer, such time worked in excess of five hours shall be deemed as overtime.
- 13.2 Where practicable, a dinner break of not less than thirty minutes shall be allowed where duty extends beyond 7.00 p.m. on any day.

(Note - Nothing in this clause should be deemed to mean that an employee would be deprived of, nor deprive themselves of a meal break, simply because of pressure of general work.)

14. Rest Breaks

A paid break for morning or afternoon tea shall be allowed to employees in an 8-hour working period, its timing to be subject to mutual agreement between employer and employees at any particular location.

15. Roster of Hours

- 15.1 The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees. Where reasonably practicable such roster shall be displayed two weeks, but in any case at least one week prior to the commencing date of the first working period in any roster. Provided that this clause shall not make it obligatory for the employer to display a roster of ordinary hours of work of members of the relieving staff or casuals.
- 15.2 Provided further that a roster may be altered at any time to enable the services of the employer to be carried on where another employee is absent from duty on account of illness or in emergency, but where any such alteration involves an employee working on a day which would have been his or her day off such time worked shall be compensated in accordance with clause 16, Overtime.

16. Overtime

- 16.1 Overtime means time worked with the authorisation of the employer beyond the ordinary hours of work specified in this award.
- 16.2 Overtime shall be paid at the rate of single time.

17. Call Backs

- 17.1 An employee who is recalled to work after leaving the place of employment shall be paid for a minimum of two hours work at the appropriate overtime rate for such time so recalled, provided that the employee shall not be required to work the full two hours if the work such employee is recalled to perform is completed in a shorter period.
- 17.2 Subclause 17.1 shall not apply when overtime is continuous (subject to a reasonable meal break) with completion or commencement of ordinary working time.

18. Public Holidays

- 18.1 Public holidays shall be allowed to full-time employees on full pay.
- 18.2 Where an employee is required to and does work on a public holiday the employee shall choose either:
- (a) to be paid - and in such case the employee would receive their ordinary pay for the day plus payment for time so worked; or
 - (b)
 - (i) to take the equivalent time off - and in such case the employee would receive their ordinary pay for the day and the equivalent time off for the time so worked; or
 - (ii) subject to mutual agreement between the employee and the employer, such time off may be aggregated with annual leave entitlements.
- 18.3 Shift Workers -
- (a) Where an employee who is a shift worker is required to and does work an ordinary rostered shift on a public holiday, the employee shall be paid double time and a half (inclusive of shift allowances) for such shift.
 - (b) Where an employee, who is a shift worker whose ordinary working time includes public holidays, is rostered off duty on a public holiday and does not work, the employee shall have a day added to his/her annual holidays, or be paid a day's pay additional to his/her weekly wage.
- 18.4 For the purpose of this clause, the following shall be public 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 holiday duly proclaimed and observed as a public holiday within the area in which the service is situated.

19. Shift Work

19.1 Definitions -

- (a) For the purpose of this clause "shift work" means a work cycle which regularly falls outside the hours of 8.00 a.m. and 8.00 p.m. Monday to Friday.
- (b) "Evening Shift" means any shift which finishes after 8.00 p.m. and at or before 12.00 midnight.
- (c) "Night Shift" means any shift which finishes after 12.00 midnight and which commences before 6.00 a.m.

19.2 Engagement in Shift Work -

- (a) An employee may be engaged in shift work by the employer where it is necessary due to the nature of the service that an employee regularly works significant hours outside the hours of 8.00 a.m. to 8.00 p.m. Monday to Friday.
- (b) Where an employer wishes to engaged an employee in shift work, the employer shall advise the employee in writing, specifying the period over which shift work is ordinarily to be worked.

19.3 Shift Allowances -

- (a) Increases shall be phased in three stages:
 - (i) date of award;
 - (ii) 12 months from the date of the award;
 - (iii) 24 months from the date of the award.
- (b) An employee working an evening shift shall be paid a loading of (1) on his or her ordinary rate of pay for the whole of such shift.
- (c) An employee who works a night shift shall be paid a loading of (2) on his or her ordinary rate for the whole of such shift.
- (d) An employee who works a shift between midnight Friday and midnight Saturday shall be paid a loading of (3) on his or her ordinary rate for the whole of such shift.
- (e) An employee who works a shift between midnight Saturday and midnight Sunday shall be paid a loading of (4) on his or her ordinary rate for the whole of such shift.

	Date of Award	+ 12 Months	+ 24 Months
(1)	5%	10%	15%
(2)	5%	15%	30%
(3)	20%	30%	50%
(4)	25%	50%	75%

20. Sleepover Shifts

- 20.1 "Sleepover" means a continuous period during which an employee is required to sleepover at the workplace and be available to deal with any urgent situation, which cannot be dealt with by another worker or be dealt with after the end of the sleepover period.

- 20.2 The employer shall take all reasonable steps to enable the employee to sleep on the premises, including the provision of a bed and, in addition, access to a bathroom, a toilet and a meal room will be provided free of charge to the employee.
- 20.3 An employee shall only sleepover under the following conditions:
- (a) There is an agreement between the employee and the employer in respect of sleepover periods required at least a week in advance except in the case of an emergency; and
 - (b) a sleepover period shall always consist of eight continuous hours.
- 20.4 An employee engaged on sleepover shall be paid a sleepover allowance equivalent to three hours payment at ordinary rates. Such payment is compensation for the sleepover and for all necessary work up to two hours duration during the sleepover period. Any necessary work in excess of two hours during the sleepover period shall be compensated for at overtime rates.

21. Breaks Between Shifts and Overtime

- 21.1 Periods of work (whether ordinary time or overtime) subject to subclause 21.3 of this clause shall be so arranged that employees have at least ten consecutive hours off duty between the work of successive shifts.
- 21.2 Where an employee does not receive at least ten consecutive hours off duty (whether by resuming duty without a ten-hour break or continuing work), she or he shall be paid at appropriate overtime rates until a ten-hour break is received. Such a break, without loss of pay for rostered ordinary hours occurring during such absence, shall be given to the employee as soon as practicable.
- 21.3 The provisions of subclauses 21.1 and 21.2 of this clause shall not apply to any sleepover shift whether or not that shift is connected with an ordinary rostered shift.

22. Annual Leave

- 22.1 Full-time and part-time employees shall be entitled to annual leave after each twelve months of continuous service.
- 22.2 Such annual leave shall be:
- (a) if the employee is regularly rostered for duty over seven days of the week - five weeks with pay after each twelve months of continuous service;
 - (b) for all other full-time and part-time employees - four weeks with pay after each twelve months of continuous service.
- 22.3 The provisions of the *Annual Holidays Act* 1944, shall apply except as provided for in paragraph (a) of subclause 22.2 of this clause.

23. Annual Leave Loading

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

(Note - The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause 23.6.)

- 23.3 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.
- 23.4 The loading is to be calculated in relation to any period of annual holiday to which the employee becomes, or has become, entitled under the Act and this award or, where such a holiday is given and taken in separate periods, then in relation to each separate period. (Note - See subclause 23.6 as to holidays taken wholly or partly in advance.)
- 23.5 The loading is the amount payable for the period or the separate periods, as the case may be, stated in subclause 23.4 at the rate per week of 17½ per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing his/her annual holiday.
- 23.6 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 they 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 23.5 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.
- 23.7 Where, in accordance with the Act, 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 23.5 of this clause; or
 - (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 them under the Act such proportion of the loading that would have been payable to them under this clause if they had become entitled to an annual holiday prior to the closedown as their qualifying period of employment in completed weeks bears to 52.
- 23.8 (a) Where the employment of an employee is terminated by his/her employer for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of any annual holiday to which the employee became entitled, the employee shall be paid a loading calculated in accordance with subclause 23.4 of this clause for the period not taken.
- (b) Except as provided by paragraph (a) of this subclause, no loading is payable on the termination of an employee's employment.

24. Bereavement Leave

- (i) An employee, other than a casual employee, shall be entitled without deduction of pay, a period not exceeding the number of hours worked by the employee in two ordinary day's work as bereavement leave, up to and including the day of the funeral, on each occasion of the death of a person 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 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 26A.1 of clause 26A, 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 26A.2, 26A.3, 26A.4, and 26A.5 of the said clause 26A. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (vi) The Catholic Commission for Employment Relations, representing Catholic employers, being Catholic Dioceses, Catholic Parishes or Religious Orders who operate a service are exempted from the provisions of this clause. The Social and Community Services Catholic Personal/Carer's Leave (State) Award made 10 December 1998 shall apply.

25. Special Leave

In the case of domestic or other pressing necessity, an employee shall be entitled to up to five days unpaid leave in each twelve months of service, to be taken at mutually agreed times, provided that any such request for such leave shall not be unreasonably refused by the employer.

26. Sick Leave

- 26.1 (a) In the event of an employee becoming sick and unfit for duty and certified as such by a duly qualified medical practitioner, he or she shall be entitled to 10 days sick leave on full pay for each year of service.
 - (b) For the purpose of this clause, illness shall include stress and mental ill health.
- 26.2 The employer may dispense with the requirements of a medical certificate where the absence does not exceed two consecutive days or where in the employer's opinion circumstances are such not to warrant such requirement.
- 26.3 Each employee shall take all reasonably practicable steps to inform the employer of his or her inability to attend for work and as far as possible state the estimated duration of the absence. Where practicable such notice shall be given within 24 hours of the commencement of such absence.
- 26.4 If the full period of sick leave as described above is not taken in any year, such portion as is not taken shall be cumulative up to five years. There shall be no payment of portions of leave not taken on retirement or termination.
- 26.5 Where an employee has, in accordance with this clause, taken sick leave, the employee shall not be required to work any ordinary hours other than those previously rostered so as to avoid or minimise the requirement on an employer to provide paid sick leave.

26A. Personal / Carer's Leave

26A.1 Use of sick leave

- (a) An employee with responsibilities in relation to a class of person set out in (c) (ii) who needs their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement which accrues after 10 August 2001 for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care and support of the person concerned; and
 - (ii) the person concerned being:
 - (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 purpose of this paragraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.
- (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.

26A.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 class of person set out in 26A.1 (c) (ii) above who is ill.

26A.3 Annual leave

- (a) To give effect to this clause, but subject to the *Annual Holidays Act* 1944, an employee may elect, with the consent of the employer, to take annual leave not exceeding five days in single-day periods in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in 26A.3 (a) above, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences, until at least five consecutive annual leave days are taken.

26A.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.
- (b) Overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.
- (c) An employer shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the award, for any overtime worked under subclause (a) above where such time has not been taken within four weeks of accrual. Notwithstanding anything contained elsewhere in this subclause, on notice from the employer, an employee must elect within six months of accrual, whether to take overtime worked under (a) above as an overtime payment or as time off work at the ordinary time rate of pay.

26A.5 Make-up Time

An employee may elect, with the consent of their 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.

26A.6 Catholic employers personal carer's leave

Clause 26A of this Award shall not apply to employees of a body which has been established by the Catholic Church to propagate religion, who are covered by the Social and Community Services Catholic Personal Carer's Leave (State) Award made on 10 December 1998 (as varied).

27. Maternity Leave

See provisions of Part XIVA of the *Industrial Arbitration Act* 1940.

28. Long Service Leave

All employees shall be entitled to be paid long service leave in accordance with the *Long Service Leave Act* 1955.

29. Jury Service

- 29.1 A full-time or part-time employee (as defined) 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 wages he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.
- 29.2 An employee shall notify his or her 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 his or her employer documentary proof of his or her attendance, the duration of such attendance and the amount received in respect of such jury service.

30. Board and Lodging

- 30.1 An employer may deduct \$87.50 or 20 per cent (whichever is the lesser amount) from an employees weekly wage, where that employee lives in on a permanent basis and is provided with board and lodging.
- 30.2 Where an employee lives in on a substantially permanent basis and is provided with board and lodging, an employer may deduct an amount calculated as a daily rate, such daily rate being 1/7th of the deduction referred to in subclause 30.1 of this clause.

31. Motor Vehicle Allowance

Where employees is required by their employer to use their motor vehicle in the course of their duty, they shall be paid an amount set out in item 1 of Table 2 per kilometre travelled during such use.

32. Higher Duties Allowance

- 32.1 An employee who is called upon by the employer to perform the duties of another employee in a higher classification under this award for any five days or more in a 15-day period shall be paid for the days on which those duties are performed at a rate not less than the minimum rate prescribed for the higher classification provided that such claims be made by the employee within one month of the cessation of the performance of such duties.
- 32.2 An employee required to perform the work of another employee shall not suffer any reduction in his or her wage.

33. First-aid

An employee who holds a current first-aid certificate issued by the St. John Ambulance Association or Australian Red Cross Society or equivalent qualification and who is required by his or her employer to be available to perform first-aid duty at his or her workplace shall be paid an allowance set out in item 2 of Table 2 with a minimum payment of one day.

34. Grievance and Disputes Settling Procedure

34.1 In the event of a dispute arising out of disciplinary action or from any claim for any other reason, the following procedure will apply:

- (a) The matter shall first be discussed by the aggrieved employee(s) with the immediate supervisor.
- (b) In the event of failure to resolve the dispute the accredited Union representative shall confer with the appropriate supervisor and/or manager of the employer.
- (c) In the event of failure to resolve the dispute the matter shall then be referred to a management representative(s) and an appropriate officer of the Union, who will confer and attempt to reach a settlement.
- (d) In the event of failure to resolve the dispute by means of amicable agreement between the parties, such parties to the award may notify the matter to the Industrial Registrar of New South Wales, pursuant to section 25A of the *Industrial Arbitration Act* 1940. The parties will then attempt to reach a settlement at the conciliation stage of the compulsory conference so called.
- (e) Should a settlement not be reached by conciliation, the dispute shall proceed to arbitration in the normal manner and both parties agree to accept the decision of the relative industrial tribunal, subject to each party's rights under the Act.

34.2 It is the purpose of this procedure that normal works continue while the above is being followed. No party shall be prejudiced as to final settlement by the continuance of work in accordance with the disputes procedure. Provided that nothing in this subclause shall be taken to limit the employer's right to summarily dismiss any employee for misconduct, which justifies instant dismissal.

34A. Anti-Discrimination

34A.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

34A.2 Accordingly, in fulfilling their obligations under the dispute resolution procedure, the parties must take all reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

34A.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.

34A.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.

NOTE:

- 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".
- c) This clause is not intended to create legal rights.

35. Termination of Employment

The employment of a full-time or part-time employee may be terminated by two weeks' notice on either side or by the payment by the employer or forfeiture by the employee of two weeks' pay in lieu of notice. This shall not affect the employer's right to dismiss an employee without notice for misconduct, which justifies instant dismissal.

36. Organisational Change and Redundancy

36.1 Application

- (a) This clause shall apply in respect of full time and part time persons employed under this Award.
- (b) In respect to employers who employ more than 15 employees immediately prior to the termination of employment of employees, in the terms of 36.4.
- (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 for a specified task or tasks or where employment is terminated due to ordinary and customary turnover of labour.

36.2 Introduction of Change

- (a) Where an employer has made a definite decision to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the Union to which they belong.
- (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 the Award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

36.3 Employer's duty to discuss change

- (a) The employer shall discuss with the employees affected and the Union, inter alia, the introduction of the changes referred to in 35.2(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.
- (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 35.2(a).
- (c) For the purpose of such discussion, the employer shall provide to the employees concerned and the Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

36.4 Discussions before termination

- (a) Where an employer has made a definite decision that they no longer wish the job the employee has been doing to be done by anyone, pursuant to 36.2(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.
- (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 36.4(a) and shall cover any reasons for the proposed termination, 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 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.

36.5 Notice for changes in production, program, organisation or structure

This subclause sets out the provisions to be applied to terminations by the employer for reasons arising from "production", "program", "organisation" or "structure" in accordance with 36.2(a).

- (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 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 of period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

36.6 Notice for technological change

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising "technology" in accordance with 36.2(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* 1994, or any Act amending or replacing either of these Acts.

36.7 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 purposes of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

36.8 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.

36.9 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.

36.10 Notice to Centrelink

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

36.11 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.

36.12 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in 36.2(a), the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

36.13 Severance Pay

Where an employee is to be terminated pursuant to 36.4 of this clause, subject to further order of the NSW Industrial Relations Commission 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 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, overaward payments, shift penalties and allowance, paid in accordance with the Award.

36.14 Incapacity to Pay

- (a) Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in 36.13.
- (b) The Commission shall have regard to such financial and other sources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in 36.13 will have on the employer.

36.15 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 36.13 if the employer obtains acceptable alternative employment for an employee.

37. Employees' Indemnity Against Civil Liability

Employers shall be responsible, in accordance with the *Employees' Liability (Indemnification of Employer) Act* 1982 to indemnify employees against liability for fault (as defined in that Act) arising out of the performance of work by the employee.

38. Protective Clothing and Safety Equipment

Where an employer requires an employee to wear protective clothing or a uniform such protective clothing or uniform as are reasonably required shall be provided and, as necessary, repaired and replaced by the employer, provided that any issue of protective clothing or uniforms shall remain the property of the employer.

39. Time Records

- 39.1 In accordance with the provisions of s.96 (1) of the *Industrial Arbitration Act* 1940, every employer in the industry in respect of which this award is in force shall keep, or cause to be kept, from day to day at the workshop or factory or place where the business is carried on, in the manner and to the effect prescribed, time-sheets and pay-sheets relating to employees, correctly written up in ink or recorded by means of some mechanical device of a type approved by the Industrial Relations Commission.
- 39.2 Such daily records shall be preserved in good order and condition and kept available for inspection for a period of at least 6 years.

40. Amenities

- 40.1 The employer shall provide reasonable toilet and washing facilities for the use of employees in each office or place of business.
- 40.2 The employer shall supply and maintain reasonable heating and cooling appliances for the safe and healthy functioning of the work site.
- 40.3 The employer shall provide reasonable facilities for the taking of meals, including a table and chairs, boiling water, refrigerated water, a refrigerator and a suitable cupboard for the storing of utensils and supplies.
- 40.4 The employer shall provide for employees a rest area well furnished.

41. Preference of Employment

- (i) Subject to the provisions of section 129B of the *Industrial Arbitration Act* 1940 absolute preference of employment shall be given to members of the Australian Social Welfare Union, N.S.W. Branch.
- (ii) Such preference shall be limited to the point where a member of such union and a person who is not such a member are offering for service or employment at the same time and, in the case of retrenchment, to the point where either such a member or such a person is to be dismissed from service or employment.
- (iii) The employment to which this subclause applies is employment in an industry or calling in respect of which the said union is entitled to enrol members pursuant to its rules.
- (iv) The provisions for preference made by this clause shall not apply to or in respect of the employment in any industry or calling of a person who has been issued by the Industrial Registrar with a certificate of exemption pursuant to section 129B of the *Industrial Arbitration Act* 1940, provided that the certificate remains current.
- (v) Subject to section 129b a like absolute preference of employment shall be given to persons who are competent for the work required and who have been members of the Forces during the war.

42. Right of Entry

In accordance with the provisions of section 129A of the *Industrial Arbitration Act* 1940, any officer of the Union authorised in writing in that behalf by the Registrar may, if such authority is for the time being in force -

- (a) enter any place or premises or any ship or vessel of any kind whatsoever wherein members of such industrial union or persons in the same calling as such members are engaged, for the purpose of conversing with or interviewing the employees in such place, premises, ship or vessel;

- (b) enter any place or premises or any ship or vessel of any kind whatsoever of any employer engaged in the industry in which members of such industrial union or persons in the same calling as such members are engaged during working hours for the purpose of investigating any suspected breach of the aforementioned Act or of this award;
- (c) for the purpose of investigating any suspected breach of the Act or of this award, require any employer engaged in such industry to produce for inspection during the usual office hours at the employer's office or other convenient place any time and pay sheets kept by the employer in regard to employees in such industry; and
- (d) make copies of the entries in such time and pay sheets relating to any such suspected breach.

43. Discrimination on Account of Industrial Action

See the provisions of section 95 of the *Industrial Arbitration Act* 1940.

44. Union Notice Board

An accessible space for Union notices shall be provided by the employer.

45. Posting of Award

In accordance with section 96 (2) of the *Industrial Arbitration Act* 1940 a copy of this award shall be kept in an accessible place at each workplace, where employees covered by the award are situated, for the perusal of employees.

46. General Savings

Nothing in this award shall be deemed or construed to reduce the wages and/or conditions to which any employee may have been entitled prior to the making of this award.

Nothing in this award shall be deemed or construed to reduce the entitlements to any leave provisions, which any employee may have accrued prior to the introduction of this award.

47. Enterprise Arrangements

An enterprise arrangement shall be an agreed arrangement for an enterprise, or discrete section of an enterprise, being a business, undertaking or project involving parties as set out in Principle 11, Enterprise Arrangements, of the Wage Fixing Principles outlined in the May 2001 State Wage Case.

NOTATION: The parties recognise the wage case decision of the Commission in Court Session handed down on 20 March 1992 and the new Enterprise Arrangements Principles therein, and as amended by subsequent State Wage Case decisions. The parties have agreed that the text of the Enterprise Arrangements Principle be attached as Appendix A to this award for the information of persons. Appendix A is for information only and does not constitute part of the award and is not enforceable as part of the award. (Note: Principle 11 of the State Wage Case 2001 Decision of the Full Bench of the Industrial Relations Commission of New South Wales has been reproduced for this purpose).

48. Consultative Mechanism

Enterprises covered by this award shall establish a consultative mechanism and procedures appropriate to their size, structure and needs for consultation and negotiation on matters affecting their efficiency and productivity.

49. Labour Flexibility

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

50. No Extra Claims

It is a term of this award (arising from the decision of the Industrial Commission in Court Session in the State Wage Case of 29 May 1991) that the union undertakes, for the duration of the principles determined by that decision, not to pursue any extra claims, award or overaward, except when consistent with those principles.

51. Area, Incidence and Duration

51.1 Except as provided for in subclauses 51.2 to 51.7 of this clause, this award shall be binding on the industry of persons employed in or in connection with the industry of social and/or welfare work in the State of New South Wales, whether as employers or as employees and whether members of a registered association or not.

51.2 This award shall not be binding on persons eligible to be members of The Federated Miscellaneous Workers' Union of Australia, New South Wales Branch, as at 20 September 1986 provided that this exclusion will not apply, to the extent it might otherwise, to persons employed as co-ordinators in a multi-purpose neighbourhood centre that encompasses a child care facility; in residential child care services providing welfare and social support in a residential setting (including family group homes or institutional care for children) where such services are distinct from:

- (a) sessional care to pre-school children, long day care, extended hours care or 24-hour care;
- (b) before and after school care;
- (c) playgroups;
- (d) occasional care;
- (e) vacation care;
- (f) multi-purpose child care;

as community development workers; in family counselling and support services; in women's and youth refuges; as Family Day Care Co-ordinators and Family Day Care Child Development Officers.

51.3 This award shall not apply to persons eligible for membership of the Public Service Association of New South Wales and who are employed:

(A) pursuant to the provisions of -

- (i) *the Public Sector Management Act 1988*; or
- (ii) *the Health Administration Act 1982*; or
- (iii) *the Area Health Services Act 1986*; or
- (iv) any Act replacing the said Acts; or

- (B) (i) in or by any Department, body, organisation or group within the terms of the *Public Sector Management Act 1988* or any Act replacing that Act, irrespective of whether it remains or continues to be a Department, body, organisation or group in terms of the said Act; or
- (ii) in or by any Declared Authority within Schedule 3 of the *Public Sector Management Act 1988* irrespective of whether it remains or continues to be a Declared Authority in terms of the said Act; or
- (iii) as a ministerial employee; or
- (iv) by Ministers of the Crown in the right of the State of New South Wales or in the offices of such Ministers; or
- (v) by the Electricity Commission of N.S.W.; or
- (vi) by the Grain Handling Authority; or

- (vii) by the Roads and Traffic Authority; or
 - (viii) by the Homebush Abattoir Corporation; or
 - (ix) by hospitals included in the 2nd, 3rd or 5th schedule of the *Public Hospitals Act* 1929 or any Act replacing it, by public hospitals or by public dental clinics; or
 - (x) by colleges of advanced education; or
 - (xi) by any university; or
 - (xii) in or by the Legislative Assembly and/or Legislative Council of the State of New South Wales; or
 - (xiii) by the New South Wales Egg Corporation; or
 - (xiv) by the New South Wales Education Commission or its agents; or
 - (xv) by any person as an Associate to a Justice; or
 - (xvi) at the Sexually Transmitted Diseases Clinic and the Medical Examination and Immunisation Centre; or
 - (xvii) in or by:
 - The Drug and Alcohol Authority;
 - New South Wales State Cancer Council;
 - The United Hospitals Auxiliary;
 - The Institute of Psychiatry; or
 - (xviii) in or in connection with the administration of any body (whether incorporated or unincorporated) established for the purpose of registering persons for the practice of any profession, calling or vocation in the State of New South Wales; or
 - (xix) in or in connection with the provision of medical services in penal or like establishments deemed or proclaimed to be a prison under the *Prisons Act* 1952, or any Act replacing the said Act; or
 - (xx) by an employer or at any place of employment replacing any of the foregoing employers or places of employment, as the case may be; or
- (C) by any organisations registered or exempt from registration under the *Charitable Collections Act* 1934, who are graduates or graduands of a recognised university or who hold a diploma of a recognised body and are engaged in any of the following callings or vocations whether as principal or assistant employees or employees in training:
- Bacteriologist, Pathologist, Medical Scientist, Scientific Officer, Bio-Medical Engineer, Physician Surgeon, Dental Scientist, Dentist, Optometrist, Oculist, Audiologist, Speech Therapist, Occupational Therapist, Music Therapist, Dietician, Physiotherapist, Chiropodist (or Podiatrist), or Remedial Gymnast, together with such other employees who are engaged or usually engaged in the callings or vocations of Chiropodist (or Podiatrist) or Remedial Gymnast, whether as principal or assistant employees or as employees in training and who hold a certificate of a technical college or of any institution deemed by the employer to be of a similar standing; or
- (D) in regional offices of any Department of State or corporation or body established by statute administering or providing health services in the State of New South Wales including such persons whose employment fulfils a function of a regional nature but who, due to the nature of

their duties, are not employed within the precincts of that office, and in or by area or community health services (howsoever called) where these area or community health services have replaced services carried on or provided by a person or body referred to in paragraph (B) of this subclause; or

(E) by the Home Care Service of New South Wales; or

(F) persons employed in classifications within the jurisdiction of the Private Hospital (Professional Employees) (State) Conciliation Committee; persons in classifications defined by the Private Hospital and Nursing Home (Professional Employees) (State) Award; persons in classifications defined by the Charitable Institutions (Professional - Paramedical Staff) (State) Award; persons in classifications defined by the Charitable Institutions (Medical Officers) (State) Award and persons in classifications defined by the Charitable Institutions (Professional Staff Social Workers) Award or any awards replacing these awards.

- 51.4 This award shall not be binding on persons eligible for membership of The Health and Research Employees' Association of New South Wales who are employed by the employing authority for each of the following: hospitals, mental hospitals, hospital dispensaries, medical schools, laboratories, colleges, industrial and other similar homes, ambulance work (including first-aid work), general nursing, reception homes, sanatoria, rest homes which are wholly or partly controlled by the Board of Health, non-residential special schools and the universities; or persons eligible for membership of The Health and Research Employees' Association of New South Wales who are employed by a public charitable institution that owns, manages and/or conducts homes, institutions, hostels, nursing homes, hospitals, rehabilitation facilities, community day-care centres and/or provides domiciliary services for care of the aged or for the care of the physically or mentally or developmentally disabled. Provided that this exclusion will not apply to persons substantially engaged in counselling, social welfare advice and referral, assessment of disability, design of disability services programmes, or community development work in connection with services for the disabled or social workers or social educators properly so called; provided this exclusion applies to residential care workers and persons primarily engaged in supervising the work performed by disabled persons or in domestic duties in Sheltered Workshops for the disabled.
- 51.5 This award shall not apply to persons engaged in any clerical capacity, including those engaged in the occupation of shorthand writers and typists and/or in calculating, billing and/or other machines designed to perform or assist in performing any clerical work whatsoever, and/or including telephonists and persons employed as canvassers (other than canvassers for the sale of goods) and/or collectors and clear-out men.
- 51.6 This award shall not be binding on persons employed in the provision of Family Day Care services funded pursuant to the Australian Government's Children's Services Program.
- 51.7 This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Social and Community Services Employees (State) Award published 21 February 1992 (268 I.G. 225) and the Social and Community Services Employees - Rates of Pay (State) Award published 6 September 1996 (294 I.G. 979) and all variations thereof.
- 51.8 The awards published 21 February 1992 and 6 September 1996 took effect from the beginning of the first pay period to commence on 15 May 1991 and 14 May 1996 respectively.
- 51.9 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (308 I.G. 307) take effect on 10 August 2001.
- 51.10 The award remains in force until varied or rescinded, the period for which it was made having already expired.

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	31	Motor Vehicle Allowance	0.46 cents per kilometre
2	33	First-aid Allowance	\$6.71 per week \$1.34 per day

Appendix A**11. Enterprise Arrangements**

- (a) The Commission may approve of enterprise arrangements reached in accordance with this principle and the provisions of the Act.
- (b) Industrial unions of employees and industrial unions of employers, or industrial unions of employees and employers, or employees and employers may negotiate enterprise arrangements which, subject to the following provisions, shall prevail over the provision of any award or order of the Commission that deals with the same matters in so far as they purport to apply to parties bound by the arrangements, provided that where the arrangement is between employees and an employer a majority of employees affected by the arrangement genuinely agree.
- (c) An enterprise arrangement shall be an agreed arrangement for an enterprise, or discrete section of an enterprise, being a business, undertaking or project, involving parties set out in paragraph (b).
- (d) Enterprise arrangements shall be for a fixed term and there shall be no further adjustments of wages or other conditions of employment during this term other than where contained in the arrangement itself. Subject to the terms of the arrangement, however, such arrangement shall continue in force until varied or rescinded in accordance with the Act.

- (e) For the purposes of seeking the approval of the Commission, and in accordance with the provisions of the Act, a party shall file with the Industrial Registrar an application to the Commission to either:
 - (i) vary an award in accordance with the Act; or
 - (ii) make a new award in accordance with the Act.
- (f) On a hearing for the approval of an enterprise arrangement, the Commission will consider in addition to the industrial merits of the case under the State Wage Case principles:
 - (i) ensuring the arrangement does not involve a reduction in ordinary time earnings and does not depart from Commission standards of hours of work, annual leave with pay or long service leave with pay; and
 - (ii) whether the proposed award or variation is consistent with the continuing implementation at enterprise level of structural efficiency considerations.
- (g) The Commission is available to assist the parties to negotiations for an enterprise arrangement by means of conciliation and, in accordance with these principles and the Act, by means of arbitration. If any party to such negotiations seeks arbitration of a matter relating to an enterprise arrangement such arbitration shall be as a last resort.
- (h) Enterprise arrangements entered into directly between employees and employers shall be processed as follows, subject to the Commission being satisfied in a particular case that departure from these requirements is justified:
 - (i) All employees will be provided with the current prescriptions (e.g., award, industrial agreement or enterprise agreement) that apply at the place of work.
 - (ii) The arrangement shall be committed to writing and signed by the employer, or the employer's duly authorised representative, with whom agreement was reached.
 - (iii) Before any arrangement is signed and processed in accordance with this principle, details of such arrangement shall be forwarded in writing to the union or unions with members in that enterprise affected by the changes and the employer association, if any, of which the employer is a member.
 - (iv) A union or employer association may, within 14 days thereof, notify the employer in writing of any objection to the proposed arrangements, including the reasons for such objection, and in such circumstances the parties are to confer in an effort to resolve the issue.
 - (v) Where an arrangement is objected to by a union or employer association and the objection is not resolved, an employer may make application to the Commission to vary an award or create a new award to give effect to the arrangement.
 - (vi) A union and/or employer association shall not unreasonably withhold consent to the arrangements agreed upon by the parties.
 - (vii) If no party objects to the arrangement, then a consent application shall be made to the Commission to have the matter approved in accordance with paragraph (e) of this principle.
 - (viii) Such arrangement, once approved, shall be displayed on a notice board at each enterprise affected.

J. P. GRAYSON, D.P.

Printed by the authority of the Industrial Registrar.

(702)

SERIAL C0628

WAREHOUSE EMPLOYEES' - GENERAL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Awards pursuant to Section 19 of the *Industrial Relations Act* 1996 and application by the Shop, Distributive and Allied Employees' Association, New South Wales, industrial organisation of employees.

(Nos. IRC 1259, 5740, 5804 of 1999 and 4161 of 2001)

Before the Honourable Justice Kavanagh

22 June 2001

REVIEWED AWARD

PART A

Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Hours
3.	Wages
4.	State Wage Case Adjustments
5.	Supported Wage
6.	Shift Workers
7.	Meal Times
8.	Lunch Room
9.	Overtime
10.	Meal Allowance
11.	Holidays and Sundays
12.	Time and Payment of Wages
13.	Particulars of Wages to be furnished to Employees
14.	Redundancy
15.	Mixed Functions
16.	Termination of Employment
17.	Sick Leave
18.	Personal/Carer's Leave
19.	Bereavement Leave
20.	Annual Leave
21.	Annual Leave Loading
22.	Union Delegates
23.	Notice Board
24.	Transfer of Employees
25.	First-Aid Kit

26.	Conditions
27.	Locomotion
28.	Rest Pause
29.	Proportion
30.	Long Service Leave
31.	Right of Entry
32.	Jury Service
33.	Parental Leave
34.	Disputes Procedure
35.	Anti Discrimination
36.	Leave Reserved
37.	Flexibility of Work
38.	Commitment to Training and Careers
39.	Enterprise Consultative Mechanism
40.	Occupational Superannuation
41.	Enterprise Arrangements
42.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1	Wages
Table 2	Other Rates and Allowances

2. Hours

- (i) The ordinary working hours, exclusive of meal times shall average 38-hours per week, Monday to Friday, worked as follows:
 - (a) The hours to be worked will be between the span of hours, 6.00 am to 6.00 pm.
- (ii) Except as provided in subclauses (iv) and (v) below, the 38-hour average week may be worked in any one of the following ways:
 - (a) By employees working less than 8 ordinary hours each day; or
 - (b) By employees working less than 8 ordinary hours on one or more days each week; or
 - (c) By fixing one weekday on which all employees will be off during a particular work cycle; or
 - (d) By rostering the employees off on various days of the week during a particular work cycle so that each employee has one weekday off during that cycle.
- (iii) The method of working the 38-hour average week shall be at the discretion of the employer who shall nominate which method prescribed in subclauses (ii) and (iv) shall apply. Provided that the employer shall not subsequently alter the method of implementation without advising the employees subject to the alteration at least 7 days in advance of the date on which the altered method of implementation is to take effect. Provided further that the Union may approach any employer to discuss the method of implementation.
- (iv) Subject to the provisions of subclause (i) of this clause and subclauses (ii) and (iii) of Clause 6, Shift Workers, should the employer and the majority of employees in any establishment agree, the ordinary working hours may exceed 8 of any day, to enable a week day off to be taken more frequently than would otherwise apply.
- (v) Different methods of implementation of a 38-hour week may apply to various groups or sections of employees in the plant or establishment concerned.

- (vi) Except as provided in subclause (vii) hereof, in cases where an employee in accordance with paragraphs (c) and (d) of subclause (ii) hereof, is entitled to a day off during his/her work cycle such employee shall be advised by the employer at least 4 weeks in advance of the week day he/she is to take off.
- (vii) (a) An employer with the agreement of a majority of employees in any establishment, may substitute the day an employee is to take off in accordance with paragraphs (c) or (d) of subclause (ii) hereof, for another day in the case of a break-down in machinery, a failure or shortage of electric power, to meet the requirements of the business in the event of rush orders or some other emergency situation.
- (b) An employee who is required by his/her employer to work on his/her scheduled day off in circumstances other than those in paragraph (a) of this subclause shall be paid overtime rates or be granted an alternative day off. Such choice shall be at the option of the employer.
- (c) An individual employee, with the agreement of his/her employer, may substitute the day he/she is to take off for another day.
- (d) An employer, at his/her discretion, may hold up to a maximum of 5 days accrued in accordance with (c) and (d) of subclause (ii) hereof. Such days to be taken at a time mutually agreed to between the employer and employee concerned.
- (viii) Part-time Employees - The spread of ordinary hours of work, exclusive of meal times, shall be the same as those prescribed for weekly employees, but shall not, in any case, be less than 12 hours per week nor more than thirty two hours per week. The ordinary hours of work shall not exceed eight hours on a particular day. Part-time employees employed prior to 21 January, 1992, shall not work less than 20 hours per week, unless by mutual agreement.

3. Wages

- (i) The minimum weekly wage to be paid to adults shall be:

	Group No. (Table 1)
Adults -	
Checker	1
Assembler	2
Replenisher/Stockhand	3
Sorter	4
Wrapper/Tier	5
Indoor Salesperson	6

- (ii) Junior Employees -

- (a) Junior employees shall receive the following percentage of the adult rate prescribed in subclause (i) hereof:

	Percentage
	per week
At 16 years of age and under	60
At 17 years of age	65
At 18 years of age	75
At 19 years of age	85
At 20 years of age and over	100

- (b) Provided that the rates calculated herein shall be calculated to the nearest 10 cents, anything in the result not exceeding 5 cents to be disregarded.

- (c) Provided further that employees entering the trade at 17 years of age and over and under 20 years experience, may for the first six months be paid 15 per centum less and for the next six months 10 per centum less than rates hereinbefore mentioned for adults.
- (iii) Casual employees shall be paid per hour one thirty-eight of the adult weekly rate, plus 15 per centum calculated to the nearest half cent with a minimum payment of four hours for each day.
- (iv) (a) A part-time employee shall mean any employee who is employed to work regular days and regular hours and they shall not be engaged for less than 12 hours nor more than 32 hours per week. Such employee(s) shall be paid for each hour worked at the rate of at least one-thirty eighth of the minimum weekly wage prescribed by this award for the class of work performed by them.
- (b) Provided that the total provisions of this award shall apply to such part-time employee on a proportionate basis and, in the case of the public holidays, part-time employees shall only be entitled to payment for the number of hours he or she would normally have worked had the day been an ordinary working day. Part-time employees prior to 21 January, 1992, shall not work less than 20 hours per week, unless by mutual agreement.
- (v) Section head - Where there are four or more employees in a section of a warehouse and a section head is appointed, he or she shall be paid the amount as set out in Item 1 Table 2 of Part B, in addition to the appropriate adult rate.
- (vi) An adult automotive parts and accessories salesperson qualified (i.e one who has passed an appropriate course of technical training) shall be paid the amount as set out in Item 2 of Table 2 of Part B, in addition to the appropriate adult rate.
- (vii) Departmental Manager - An employee appointed in charge of a department in a warehouse, not being an employee temporarily in charge during the absence of persons ordinarily in charge of the department.

Group No.
(Table 1)

The minimum rate of pay shall be:

In charge of from one to four assistants	7(i)
In charge of from five to twelve assistants	7(ii)
In charge of from thirteen to twenty-five assistants	7(iii)
In charge of over twenty-five assistants	7(iv)

Provided that this award shall not apply to department managers who are in receipt of a weekly wage in excess of 15 per centum above the rate for a person in charge of 25 assistants, from time to time effective, except as to the provisions of clause 11, Holidays and Sundays, clause 17, Sick Leave, clause 30, Long Service Leave, of this award.

4. State Wage Case Adjustments

- (a) The rates of pay in this award include the adjustments payable under the State Wage Case 2001. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

5. Supported Wage

Definition

- (a) This clause defines the conditions, which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award. In the context of this clause, the following definitions will apply:
- (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 under the *Social Security Act* 1991, as amended from time to time, or any successor to that scheme.
 - (iv) 'Assessment Document' 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.

Eligibility Criteria

- (b) 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 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 current employment).

The award 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 has received recognition under section 10 or section 12A of the Act, or if a part only has received recognition, that part.

Supported Wage Rates

- (c) Employees to whom this clause applies shall be paid the appropriate 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 (sub-clause (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 \$57.60 per week).

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

Assessment of Capacity

- (d) 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.

Lodgement of Assessment Document

- (e)
 - (i) All assessment documents 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 documents shall be agreed and signed by the parties to the assessment, provided that where a union which is 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.

Review of Assessment

- (f) The assessment of the appropriate percentage should be subject to annual review or earlier on the basis of a reasonable request for a review. The process of review must be in accordance with the procedures for assessing capacity under the Supported Wage System.

Other Terms and Conditions of Employment

- (g) Where an assessment has been made, the appropriate percentage will apply to the wage rate only. Employees covered by the provisions of the 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.

Workplace Adjustment

- (h) 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 arrangements and work organisation in consultation with other workers in the area.

Trial Period

- (i)
 - (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 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 must be undertaken and the proposed wage rate for a continuing employment relationship must be determined.
 - (iii) The minimum amount payable to the employee during the trial period shall be no less than \$57.60 per week.
 - (iv) Work trials should include induction or training as appropriate to the job being trialled.

- (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) hereof.

6. Shift Workers

- (i) Definitions - For the purposes of this clause -

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

"Continuous Work" means work carried on with consecutive shifts of employees throughout the twenty-four hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

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

"Rostered Shift" means a shift of which the employee concerned has had at least forty-eight hours' notice.

"Early Morning Shift" means any shift commencing at or after 4.00 a.m. and before 6.30 a.m.

When implementing an early morning shift the employer should consult with the relevant employees so as to avoid any unreasonable personal hardship.

A shift worker whilst on Early Morning Shift shall be paid for such shift 12.5 per cent more than their ordinary pay.

- (ii) Hours - Continuous Work shifts - The ordinary working hours of shift workers employed on continuous work shall be an average of 38 per week. Such ordinary hours:

- (a) shall not exceed one hundred and fifty-two in any work cycle, and
- (b) except as provided in subclauses (ii), (iii), (iv), (v), (vi), (vii) of clause 2, shall not exceed
 - (1) eight in one day, nor
 - (2) forty-eight in any one week, nor
 - (3) eighty-eight in any fourteen consecutive days, nor
 - (4) one hundred and twenty-eight in any twenty-one consecutive days.

- (iii) Hours - Other than Continuous Work - The ordinary working hours of shift workers not on continuous shifts shall be an average of 38 per week and :-

- (a) shall not exceed one hundred and fifty-two in any work cycle, and
- (b) except as provided in subclauses (ii), (iii), (iv), (v), (vi), (vii) of clause 2, shall not exceed -
 - (1) eight in one day, nor
 - (2) forty in any one week, nor
 - (3) eighty in any fourteen consecutive days, nor
 - (4) one hundred and twenty in any twenty-one consecutive days.

- (iv) Hours - General - The ordinary working hours of shift workers shall be worked at such times as the employer may require, provided that:

- (a) except at the regular changeover of shifts, an employee shall not be required to work more than one shift in any twenty-four hours;
 - (b) twenty minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked;
 - (c) the ordinary working hours of any shift shall be worked continuously except for meal breaks to be taken at such times as the employer may direct;
 - (d) no employee shall be required to work for more than five consecutive hours without a meal break.
- (v) Rosters - Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.
- (vi) Variations by Agreement - The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment. The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment or in absence of agreement by seven days' notice of alteration given by the employer to the employees.
- (vii) Afternoon or Night Shift Allowances
- (a) A shift worker whilst on afternoon or night shift shall be paid for such shift 15 per cent more than his ordinary pay.
 - (b) A shift worker who works on an afternoon or night shift which does not continue for at least five successive afternoons or nights in a five day workshop or for at least six successive afternoons or nights in a six day workshop shall be paid for each such shift 50 per cent for the first three hours thereof and 100 per cent for the remaining hours thereof in addition to his ordinary rate.
- (c) An employee who -
- (1) during a period of engagement on shift, works night shift only; or
 - (2) remains on night shift for a longer period than four consecutive weeks, or
 - (3) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him/her at least one-third of his/her working time off night shift in each shift cycle; shall during such engagement period or cycle be paid 30 per cent more than his/her ordinary rate for all time worked during ordinary working hours on such night shift.
- (viii) Saturday Shifts - The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and one-half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in subclause (vii) of this clause.
- (ix) Overtime - Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this award or on a shift other than a rostered shift shall -
- (a) if employed on continuous work be paid at the rate of double time; or
 - (b) if employed on other shift work be paid at the rate of time and one-half for the first two hours and double time thereafter,
- Except in each case when the time is worked -
- (c) by arrangement between the employees themselves;

- (d) for the purpose of effecting customary rotation of shifts; or
 - (e) on a shift to which an 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 a day.
- Provided that when not less than eight hours' notice has been given to the employer by a relief person that he/she will be absent from work and the employee whom he/she should relieve is not relieved and is required to continue to work on his/her rostered day off the unrelieved employee shall be paid double time.
- (x) Requirements to Work Reasonable Overtime - An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.
 - (xi) Sunday and Holidays - Shift workers on continuous shifts, for work on a rostered shift, the major portion of which is performed on a Sunday or holiday, shall be paid as follows:
 - (a) Sundays - at the rate of double time.
 - (b) Holidays as prescribed by clause 11, Holidays and Sundays, of this award, at the rate of double time. Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 11, Holidays and Sunday Rates of pay of this award. Where shifts commence between 11:00 pm and midnight on a Sunday or holiday, the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day proceeding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or Holiday. Where shifts fall partly on a holiday, that shift the major portion of which falls on a holiday shall be regarded as the holiday shift.
 - (xii) Daylight Saving - Notwithstanding anything contained elsewhere in this award, in any area where by reason of the legislation of a State summer time period is prescribed as being in advance of the standard time of that State the length of any shift -
 - (a) commencing before the time prescribed by the relevant legislation for the commencement of a summer time period, and
 - (b) commencing on or before the time prescribed by such legislation for the termination of a summer time period, shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set to the time fixed pursuant to the relevant State legislation.

In this subclause the expression "standard time" and "summer time" shall be the same meanings as are prescribed by the relevant State legislation.
 - (xiii) Clause 2, Hours; 9, Overtime; and 7, Meal Times, shall not apply to shift workers.
 - (xiv) When overtime work is necessary it shall, whenever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

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

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

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

- (a) for the purpose of changing shift rosters; or
- (b) where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
- (c) where a shift is worked by arrangement between the employees themselves.

7. Meal Times

- (i) Each employee shall be allowed each day not less than half an hour nor more than one hour for a midday meal, to be taken between 11.30 am and 2.30 pm.
- (ii) Subject to the provisions of this clause an employer may require an employee to work during his/her recognised meal break as part of his/her ordinary time.
- (iii) An employee who is required to work on a day later than 7.00 pm shall be allowed not less than twenty minutes nor more than forty minutes for an evening meal between 6.00 pm and 7.00 pm. Provided that any employer and his/her employee may mutually agree to any variation of this subclause to meet the circumstances of the work in hand. Provided that an employee shall not forgo this break.

8. Lunch Room

Where not less than ten employees are employed in a warehouse, an employer shall provide free from all charge a suitable room with adequate table and seating accommodation and sufficient cutlery, crockery and hot water. Any dispute as to the practicability of providing such a room or its suitability shall be referred through the Disputes Procedure.

9. Overtime

- (i) All time worked:
 - (a) in excess of thirty-eight hours per week;
 - (b) before the commencing time on any day;
 - (c) after the prescribed ceasing time on any day;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.
- (ii) 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 a.m. shall be paid for at the rate of double time.
- (iii) In all cases any portion of an hour less than thirty minutes shall be reckoned at thirty minutes and any portion of an hour above thirty minutes shall be reckoned as an hour.

10. Meal Allowance

An employee who works overtime after 7.00 pm any day shall be paid a meal allowance as set out in Item 3 Table 2 of Part B. The meal allowance shall be paid on the day the overtime is worked.

11. Holidays and Sundays

- (i) The following day 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.

- (ii) In addition to the holidays prescribed in subclause (i) of this clause employees shall be entitled to an additional public holiday in lieu of a union picnic day.

The date of such additional public holiday shall be set by agreement between the employer and the employees concerned, having taken into consideration the operation of the particular establishment; provided that where an additional holiday or paid picnic day is observed as a holiday by the general body of employees in an establishment then such day shall be substituted and observed as the additional award holiday under this award.

- (iii) Every employee allowed a holiday specified herein shall be deemed to have worked in that week in which the holiday falls the number of ordinary working hours that he/she would have worked had the day not been a holiday.
- (iv) 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.
- (v) An employee absent without leave on the day before or the day after any award 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, 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.

12. Time and Payment of Wages

- (i) All wages, in addition to any bonus, commission or premium the employer may choose to pay, may be paid weekly or by genuine mutual agreement fortnightly.
- (ii) In the case of weekly pays, wages shall be calculated up to and including the day of payment. In the case of fortnightly pays, wages shall be paid no later than the third day of the second week of the pay period. Wages shall be paid on a day other than Friday or Saturday. Overtime shall be paid no later than the following pay cycle from the day it was earned.
- (iii) Wages shall be paid in cash, cheque or by Electronic Funds Transfer as determined by the employer. Provided that payment by Electronic Funds Transfer shall not be used wherever its use would create harsh or unreasonable circumstances for employees. Provided further that wherever wages are paid by Electronic Funds Transfer, the employer shall meet the following costs:-
 - (1) The employee's account establishment cost.
 - (2) The cost of each deposit of wages in the employee's account including government charges.
 - (3) The cost of a single withdrawal of each deposit of wages from an employee's account. (This includes both Bank and Government Charges).
- (iv) All cash wages shall be paid in the employer's time.
- (v) 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 an employer not paying the said overtime and other moneys due at the time on which he/she has undertaken to pay, then the employer shall reimburse the employee all expenses he/her has incurred in attending to collect the amounts due to him/her;

- (c) where an employee is required by an employer to wait beyond the ordinary ceasing times of the employee for payment of ordinary wages when an employee is terminated or to wait for payment of ordinary wages after the period of the termination for a period of more than 15 minutes, he/she shall be paid his/her ordinary wages for the period during which he/she is so required to wait.

13. Particulars of Wages to be Furnished to Employees

On the payment by an employer of any wages to an employee covered by an award, whether or not such payment is required by the award to be made, the employer shall furnish to the employee, either by noting on the pay envelope of the employee or by way of a statement in writing handed to the employee at the time when the payment is made, such particulars as may be prescribed as regards -

- (a) the date of payment;
- (b) the classification of the employee under the award;
- (c) the period in respect of which the payment is made;
- (d) times worked or work done by the employee;
- (e) matters in respect of which the payment is made;
- (f) deductions made;
- (g) the amount paid;
- (h) how the amount paid is made up.

14. Redundancy

(1) Application -

- (i) This clause shall apply in respect of full-time and part-time persons employed in the classifications specified by Table 1 - Wages, of Part B, Monetary Rates.
- (ii) In respect to employers who employ more than 15 employees immediately prior to the termination of employment of employees, in the terms of subclause 4, Termination of Employment.
- (iii) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (iv) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(2) 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 the award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed to have significant effect.

(ii) Employer's duty to discuss change -

The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (i) of this subclause (2), Introduction of Change, 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.

The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in paragraph (i) of this subclause (2) of this clause.

For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(3) Redundancy -

(i) Discussions before terminations -

(a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone pursuant to paragraph (i), of subclause (2), Introduction of Change, of this clause, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.

(b) The discussions shall take place as soon as practicable after the employer has made a definite decision which will invoke the provisions of the said paragraph (i) of subclause (2) and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.

(c) For the 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.

(4) Termination of Employment -

(i) Notice for changes in production, programme, organisation or structure - this paragraph sets out the notice provisions to be applied to termination by the employer for reasons arising from production, programme, organisation or structure, in accordance with paragraph (i) of subclause (2), Introduction of Change, 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 above 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 paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with paragraph (i) of subclause (2), Introduction of Change, of this clause.
- (a) In order to terminate the employment of an employee, the employer shall give to the employee three months' notice of termination.
 - (b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
 - (c) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any act amending or replacing either of these Acts.
- (iii) Time off during the notice period -
- (a) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the 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.
- (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) Department of Social Security Employment Separation Certificate - The employer shall, upon request from an employee whose employment has been terminated, provide to the employee an Employment Separation Certificate in the form required by the Department of Social Security.
- (viii) Transfer to lower-paid duties - Where an employee is transferred to lower-paid duties for reasons set out in paragraph (i) of subclause (2), Introduction of Change, of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled

to if the employee's employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rate for the number of weeks of notice still owing.

(5) Severance Pay -

- (i) Where an employee is to be terminated pursuant to subclause (4), 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 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) "Weeks pay" means the all-purpose rate of pay for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, overaward payments, shift penalties and allowances 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 contained in subclause (i) of this clause.

The Industrial Relations Commission of New South Wales shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect of paying the amount of severance pay in subclause (i) of this clause 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 subclause (i) if the employer obtains acceptable alternative employment for an employee.

(6) Savings Clause

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

15. Mixed Functions

Any employee called upon to do work of a higher classification than that in which he/she is working shall, if so employed for two hours or more be paid the rate for the higher classification 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 the higher classification.

16. Termination of Employment

- (i) 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.
- (ii) Subject to the provisions of clause 11, Holidays and Sundays, of this award, 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.
- (iii) 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 and shall be returned to him/her, unnoted, by a subsequent employer within seven days of the engagement.

17. Sick Leave

- (i) All weekly employees shall, subject to the production of a medical certificate or other evidence satisfactory to the employer, be entitled to two weeks' sick leave each calendar year on full pay.
- (ii) Sick leave shall accumulate from year to year so long as the employment continues with the employer so that any part of two weeks which has not been allowed in any year may be claimed by the employee and shall be allowed by the employer, subject to the conditions prescribed in subclause (i) of this clause, in a subsequent year of such continued employment.

For the purpose of this clause the term "year" shall mean a twelve-month period commencing from the date of commencement of employment or the anniversary of such date.

- (iii) 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.
- (iv) Service under the Van Sales Employees (State) Award, in force from time to time, shall count as service for the purpose of this clause.

18. 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 17 Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
 - (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 paragraph:
 - 1. 'relative' means a person related by blood, marriage of 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 above, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (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 date 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 purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
 - (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

19. Bereavement Leave

- (i) An employee, other than a casual employee, shall be entitled to up to 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 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 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 18, Personal/Carer's Leave, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (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 18. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

20. Annual Leave

See *Annual Holidays Act 1944*.

21. Annual Leave Loading

- (i) In this clause the *Annual Holidays Act 1944*, is referred to as "the Act".
- (ii) Before an employee is given and takes his/her annual holiday or where, by agreement between the employer and the employee, the annual holiday is given and taken in more than one separate period, then before each of such separate periods the employer shall pay his/her employee a loading determined in accordance with this clause. (NOTE: The obligation to pay in advance does not apply where an employee takes annual holidays wholly or partly in advance - see subclause (vii) of this clause).
- (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.
- (iv) The loading is to be calculated in relation to any period of annual holiday under the Act (but excluding days added to compensate for public or special holidays falling on an employee's rostered day off not worked) or where such a holiday is given and taken in separate periods, then in relation to each such separate period. (NOTE: See subclause (vi) of this clause as to holidays taken wholly or partly in advance).
- (v) The loading is the amount payable for the period or the separate periods, as the case may be, stated in subclause (iv) of this clause, at the rate per week of 17 1/2 per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing his annual holiday, but shall not include 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 he/she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (v) of this clause applying the rates of wages payable on that day.
- (vii) Where in accordance with the Act an employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned -
 - (a) an employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause (v) of this clause;
 - (b) an employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to him/her under the Act such proportion of the loading that would have been payable to him under this clause if he/she had become entitled to an annual holiday prior to the close-down as his/her qualifying period of employment in completed weeks bears to 52.
- (viii)
 - (a) When the employment of an employee is terminated for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he/she has become entitled he/she shall be paid a loading calculated in accordance with subclause (v) of this clause for the period not taken.
 - (b) Except as provided by paragraph (a) of this subclause no loading is payable on the termination of an employee's employment.

22. Union Delegates

- (i) An employee appointed union delegate in the shop or department in which he/she is employed shall, upon notification thereof to his/her employer, be recognised as the accredited representative of the Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern, New South Wales or the Shop, Distributive and Allied Employees' Association, New South Wales. An accredited

union delegate shall be allowed the necessary time during working hours to interview the employer or his/her representative on matters affecting employees whom he/she represents.

- (ii) Subject to the prior approval of the employer an accredited union delegate shall be allowed at a place designated by the employer a reasonable period of time during working hours to interview a duly accredited union official of the Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern, New South Wales or the Shop, Distributive and Allied Employees Association, New South Wales on legitimate union business.

23. Notice Board

An employer shall erect in a prominent position on his/her 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 a union bound by this award shall be permitted to post formal union notices signed by the Secretary or other officials of the union concerned or by the representative posting them. Any notice posted on the board not so signed may be removed by an accredited representative of the union or by the employer.

24. Transfer of Employees

- (i) When an employee is required to report for work at a place other than his usual place of work he/she shall be paid all fares reasonably incurred in excess of those he/she normally would incur attending at his/her usual place of work and returning home, and shall be paid all travelling time in excess of that taken to reach his/her usual place of work and returning home.
- (ii) Travelling time shall be paid for at ordinary rates of pay.
- (iii) The foregoing subclauses shall apply only to an employee temporarily transferred from his/her usual place of work. A temporary transfer shall mean periods of employment at places other than the usual place of work up to a maximum of three consecutive weeks.
- (iv) 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.
- (v) Where the transfer involves an employee being absent from his/her normal place of abode he/she shall be reimbursed for reasonable expenses incurred for accommodation together with first-class fares to and from the place of transfer.

25. First-Aid Kit

- (i) An employer shall provide a first-aid outfit, which shall be under the control of the owner or manager or other appointed person.
- (ii) First Aid Allowance - an employee who is appointed as a first-aid attendant shall be paid an additional payment as set out in Item 4 of Table 2 Part B.

26. Conditions

- (i) In any warehouse where an employee wears a uniform, cap, coat, overall or other uniform dress or protective clothing, the same shall be provided by the employer and shall be laundered by the employer at the employer's expense provided that where by mutual agreement the laundering is done by the employee, or the employer having refused, neglected or failed to launder the article and the laundering is done by the employee, the employee shall be paid an amount set out in Item 5 Table 2 Part B, except in cases where the articles are made of nylon or other similar material which does not require ironing, in which case the allowance shall be as set out in Item 6 Table 2 Part B. Employees handling building material and the like shall be supplied with a dustcoat at the employer's expense, which also shall be laundered at the employer's expense.

- (ii) 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.
- (iii) Employees shall not be required to wash floors, sweep pavements, clean lavatories or clean the exterior of windows, other than for the purposes of removing occasional defacements.

27. Locomotion

When an employee agrees to use their own vehicle for the employer's business, the employee shall be paid for the use of their own vehicle at the rate set out in Item 7, Table 2, Part B.

28. Rest Pause

Each employee shall be allowed a rest pause of ten minutes either in the morning or in the afternoon, Monday to Friday inclusive, at a time indicated by the employer.

29. Proportion

The proportion of juniors to seniors shall not be more than one junior to one senior plus an additional junior in any one warehouse.

30. Long Service Leave

See *Long Service Leave Act 1955*.

31. Right of Entry

See section 298 of the *Industrial Relations Act 1996*.

32. Jury Service

An employee shall be allowed leave of absence during any period when required to attend for jury service. During such leave of absence, an employee shall be paid the difference between the jury service fees received and the employee's award rate of pay as if working. An employee shall be required to produce to the employer proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the employer notice of such requirements as soon as practicable after receiving notification to attend for jury service.

33. Parental Leave

See Part 4 - Parental Leave, Division 1 of the *Industrial Relations Act 1996*.

34. Disputes Procedures

Any dispute arising out of employment shall be referred by the Union Delegate to the company representative appointed for this purpose.

Failing settlement at this level between the Company and the Union Delegate on the job the Union Delegate shall refer the dispute within 24 hours to the Union Organiser who will take the matter up with the company.

All efforts shall be made by the Company and the Union Organiser to settle the matter but failing settlement the Union Organiser shall refer the dispute to the Union Secretary and the Company shall refer the dispute to its Employer Association. The Union Secretary shall then take the matter up with the Employer Association.

During the discussions the status quo shall remain and work shall proceed normally. "Status quo" shall mean the situation existing immediately prior to the dispute of the matter giving rise to the dispute.

At any time either party shall have the right to notify the dispute to the Industrial Registrar.

35. Anti-Discrimination

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

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

36. Leave Reserved

- (i) Leave is reserved to the parties to apply at any time in respect of the following:
 - (a) Wages
 - (b) Blood Donor Leave
 - (c) Leave of Absence to attend Trade Union training courses.

37. Flexibility of Work

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

Employees shall take all reasonable steps to achieve quality, accuracy and completion of any job or task assigned to the employee.

Employees shall not impose any restrictions or limitations on a reasonable review of work methods or standard work times.

38. Commitment to Training and Careers

The parties acknowledge that varying degrees of training are provided to employees in the industry, both via internal, on the job and through external training providers.

The parties commit themselves to continuing such training as is regarded by them as appropriate and improving training in cases where this is required.

It is agreed that the parties will co-operate in ensuring that appropriate training is available for all employees in the industry and the parties agree to co-operate in encouraging both employers and employees to avail themselves of the benefits to both from such training.

The parties are committed to encouraging young people to view the industry as one, which has the capacity to provide them with an interesting career as they progress not only through junior ranks but also as adults.

The parties agree to continue discussions on issues raised by the unions relating to training.

39. Enterprise Consultative Mechanism

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

40. Occupational Superannuation

(i) Definitions -

- (a) "The Fund" - For the purpose of this clause shall be a fund prescribed by and pursuant to subclause (ii), Funds, herein.
- (b) "Approved Fund" - Is a fund approved in accordance with the Commonwealth Operational Standards for Occupational Superannuation Fund(s).
- (c) "Ordinary Time Earnings" - Means the employee's award rate of pay as prescribed in clause 3, Wages, herein including any overaward and/or merit payments, casual loadings, penalty rates and/or shift loadings (but excluding overtime, commission and occasional bonus payments).
- (d) "Eligible Employee" - Means an employee, whose work is governed by the industries and callings of Clause 42, Area, Incidence and Duration herein, with four weeks continuous service with the employer who works as a full-time employee, part-time employee or as an adult casual employee (working regularly 12 hours or more per week). In this clause employee means eligible employee.
- (e) "Eligible Employer" - Means an employer of eligible employees within New South Wales. In this clause employer means eligible employer.

(ii) Funds - For the purpose of this clause, the fund to which payments on a site shall be made shall be one of the following funds:

- (1) Retail Employees' Superannuation Trust Pty Ltd (REST), constituted by a Deed made on 18 September 1986.
- (2) Australian Superannuation Savings Employment Trust (ASSET), constituted by a Deed made on 14 October 1987.
- (3) An "Approved Fund" applying to an employer engaged in a mixed enterprise where more than seventy-five per cent of employees are engaged in industries and callings other than those governed by Clause 39, Area, Incidence and Duration, of this award; or
- (4) Such other "Approved Fund" as agreed by an employer on the one part and the Shop, Distributive and Allied Employees' Association, New South Wales, and/or the Shop Assistants' and

Warehouse Employees' Federation of Australia, Newcastle and Northern, New South Wales, on the other part.

(iii) Contributions -

- (a) An employer shall pay to the Trustees of the Fund, in accordance with subclause (ii), Funds, hereof, an amount equal to three per cent of the employees' weekly ordinary time earnings.
- (b) Where an employee is absent, on leave without pay, whether or not such leave is approved, no contribution from the employer shall be due in respect of that employee, in respect of the period of unpaid absence.
- (c) When an employee provided for in paragraph (d) of subclause (i), Definitions, hereof becomes an eligible employee, the employer shall pay contributions for the qualifying period.
- (d) Employees who may wish to make contributions to the Fund additional to those being paid by the employer pursuant to paragraph (a) shall be entitled to authorise the employer to pay into the fund from the employee's wages amounts specified by the employee.

Employee contributions to the Fund requested under this subclause shall be made in accordance with the rules of the fund.

(iv) Frequency of Payment - Each employer shall pay such contributions together with any employee deductions in accordance with the requirement of the Trust Deed of the Fund.

(v) Pre-Existing Arrangements -

- (a) Nothing in this clause shall affect any arrangement for the payment of 3% occupational superannuation into an approved superannuation fund to which an employer prior to 20 March 1991 was making contributions on behalf of employees; provided that such contributions were intended to be, and are, in full satisfaction of the superannuation principle adopted by the State Wage Case 1986, as varied from time to time by subsequent State Wage Case decisions. Also provided the employee is not disadvantaged by the Rules and Trust Deed of such fund/s as compared to those of the REST and ASSET funds.

(vi) Failure of Employer to Participate in a Fund - Where an employer has failed to make application to participate in the approved fund, the employer shall make application to participate in such fund and upon acceptance by the Trustees shall make an initial contribution to such fund, in respect of each employee, equivalent to the contributions which would have been payable under this clause, had the employer made application to participate in such fund and been accepted by the Trustee prior to the operation of this clause after which the employer shall then continue to make payments as prescribed by this clause.

(vii) Failure of Employee to Participate in a Fund - An employer shall not be liable to contribute on behalf of any employee who refuses to sign any application form as required by the Trust Deed of the approved fund. Such refusal shall be in writing, notwithstanding that the employee can at any time apply to have contributions commencing upon becoming a member of the fund. Provided further that where an employee is a member of a union such union shall be notified of the employee's refusal.

41. Enterprise Arrangements

- a) The Industrial Relations Commission may approve of enterprise arrangements reached in accordance with this principle and the provisions of the Act.
- b) Industrial unions of employees and industrial unions of employers, or industrial unions of employees and employers, or employees and employers may negotiate enterprise arrangements which, subject to the following provisions, shall prevail over the provision of any award or order of the Industrial Relations Commission that deals with the same matters in so far as they purport to apply to parties

bound the arrangements, provided that where the arrangement is between employees and an employer a majority of employees affected by the arrangement genuinely agree.

- c) An enterprise arrangement shall be an agreed arrangement for an enterprise, or discrete section of an enterprise, being a business, undertaking or project, involving parties set out in paragraph (b).
- d) Enterprise arrangements shall be for a fixed term and there shall be no further adjustments of wages or other conditions of employment during this term other than where contained in the arrangement itself. Subject to the terms of the arrangement, however, such arrangement shall continue in force until varied or rescinded in accordance with the Act.
- e) For the purposes of seeking the approval of the Industrial Relations Commission, and in accordance with the provisions of the Act, a party shall file with the Industrial Registrar an application to the Commission to either:
 - (i) vary an award in accordance with the Act; or
 - (ii) make a new award in accordance with the Act.
- f) On a hearing for the approval of an enterprise arrangement, the Industrial Relations Commission will consider in addition to the industrial merits of the case under the State Wage Case principles:
 - (i) ensuring the arrangement does not involve a reduction in ordinary time earnings and does not depart from Commission standards of hours of work, annual leave with pay or long service leave with pay; and
 - (ii) whether the proposed award or variation is consistent with the continuing implementation at enterprise level of structural efficiency considerations.
- g) The operative date for an enterprise arrangement shall be no earlier than the date of approval by the Industrial Relations Commission, except that the Industrial Relations Commission may approve an earlier operative date to achieve consistency with the operative date of an enterprise arrangement, which has earlier been approved by the Australian Industrial Relations Commission.
- h) Where parties to an enterprise arrangement include employees covered by a federal award, an agreement covering those employees may be submitted to the federal tribunal for approval.
 - i) The Industrial Relations Commission is available to assist the parties to negotiations for an enterprise arrangement by means of conciliation and, in accordance with these principles and the Act, by means of arbitration. If any party to such negotiations seeks arbitration of a matter relating to an enterprise arrangement such arbitration shall be as a last resort.
- j) Enterprise arrangements entered into directly between employees and employers shall be processed as follows, subject to the Industrial Relations Commission being satisfied in a particular case that departure from these requirements is justified:
 - (i) All employees will be provided with the current prescriptions (eg award, industrial agreement or enterprise agreement) that apply at the place of work.
 - (ii) The arrangement shall be committed to writing and signed by the employer, or the employer's duly authorised representative, with whom agreement was reached.
 - (iii) Before any arrangement is signed and processed in accordance with this principle, details of such arrangement shall be forwarded in writing to the union or unions with members in that enterprise affected by the changes and the employer association, if any, of which the employer is a member.
 - (iv) A union or employer association may, within 14 days thereof, notify the employer in writing of any objection to the proposed arrangements, including the reasons for such objection and in such circumstances the parties are to confer in an effort to resolve the issue.

- (v) Where an arrangement is objected to by a union or employer association and the objection is not resolved, an employer may make application to the Industrial Relations Commission to vary an award or create a new award to give effect to the arrangement.
- (vi) A union and/or employer association shall not unreasonably withhold consent to the arrangements agreed upon by the parties.
- (vii) If no party objects to the arrangement, then a consent application shall be made to the Industrial Relations Commission to have the matter approved in accordance with paragraph (e) of this principle.
- (viii) Such arrangement once approved shall be displayed on a notice board at each enterprise affected.

42. Area, Incidence and Duration

- (a) This award shall apply to employees in warehouses or by an employer in the premises occupied by him in or in connection with the handling, reception, sale or delivery of goods by wholesale in the State, excluding the County of Yancowinna, within the jurisdiction of the Warehouse Employees (State) Industrial Committee.
- (b) This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Warehouse Employees' - General (State) Award published 3 November 1982 and reprinted 13 June 1984 and further reprinted 11 October 1991 (265 IG 418), and all variations thereof. It also rescinds and replaces the Warehouse Employees' General Redundancy (State) Award, published 24 February 1995 (284 IG 166), and all variations thereof. It further rescinds and replaces the Warehouse Employees' General Expense Related Allowances (State) Award published 25 March 1994 (278 IG 1164), and all variations thereof.
- (c) The award published 3 November 1982 and reprinted 13 June 1984 and further reprinted 11 October 1991 took effect from the beginning of the first pay period to commence on or after 12 November 1981.
- (d) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (308 IG 307) take effect on 22 June 2001.
- (e) The 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

- (i) Adult Employees -

From the first full pay period to commence on or after 12 July 2000:

Group No.	Classification	Former rate Per Week \$	May 2000 SWC Per Week \$	Total rate Per Week \$
1	Checker	409.70	15.00	424.70
2	Assembler	409.70	15.00	424.70
3	Replenisher/Stockhand	409.70	15.00	424.70
4	Sorter	409.70	15.00	424.70
5	Wrapper/Tier	409.70	15.00	424.70

6	Indoor Salesperson	409.70	15.00	424.70
7	Department Manager - in charge of:			
	(i) from 1 to 4 assistants	424.30	15.00	439.30
	(ii) from 5 to 12 assistants	432.70	15.00	447.70
	(iii) from 13 to 25 assistants	441.60	15.00	456.60
	(iv) over 25 assistants	446.30	15.00	461.30

From the first full pay period to commence on or after 12 July 2001:

Group No.	Classification	Former rate Per Week \$	May 2001 SWC Per Week \$	Total rate Per Week \$
1	Checker	424.70	13.00	437.70
2	Assembler	424.70	13.00	437.70
3	Replenisher/Stockhand	424.70	13.00	437.70
4	Sorter	424.70	13.00	437.70
5	Wrapper/Tier	424.70	13.00	437.70
6	Indoor Salesperson	424.70	13.00	437.70
7	Department Manager - in charge of:			
	(i) from 1 to 4 assistants	439.30	13.00	452.30
	(ii) from 5 to 12 assistants	447.70	13.00	460.70
	(iii) from 13 to 25 assistants	456.60	13.00	469.60
	(iv) over 25 assistants	461.30	13.00	474.30

(ii) Junior Employees -

	Percentage of appropriate adult rate per week
At 16 years of age and under	60
At 17 years of age	65
At 18 years of age	75
At 19 years of age	85
At 20 years of age	100

Table 2 - Other Rates and Allowances

The amounts for Items 3, 5 and 6 are operative from the first full pay period to commence on or after 12 March 2001, the amount for Item 7 is operative from the first full pay period to commence on or after 22 June 2001 and the amounts for Items 1, 2 and 4 are operative from the first full pay period to commence on or after 12 July 2000:

Item No.	Clause No.	Brief Description	Amount \$
1	3(v)	Allowance for Section Head	7.70 per week
2	3(vi)	Qualified Parts Sales Employee	13.50 per week
3	10	Meal Allowance	9.10
4	25(ii)	First-aid	1.72 per day
5	26(i)	Laundry allowance - ironing required	7.80 per week
6	26(i)	Laundry allowance - ironing not required	4.70 per week
7	27	Use of employee vehicle	\$0.50 per km

The amounts for Items 3, 5 and 6 are operative from the first full pay period to commence on or after 12 March 2001, the amount for Item 7 is operative from the first full pay period to commence on or after 22 June 2001

and the amounts for Items 1, 2 and 4 are operative from the first full pay period to commence on or after 12 July 2001:

Item No.	Clause No.	Brief Description	Amount \$
1	3(v)	Allowance for Section Head	7.90 per week
2	3(vi)	Qualified Parts Sales Employee	13.90 per week
3	10	Meal Allowance	9.10
4	25(ii)	First-aid	1.78 per day
5	26(i)	Laundry allowance - ironing required	7.80 per week
6	26(i)	Laundry allowance - ironing not required	4.70 per week
7	27	Use of employee vehicle	\$0.50 per km

T. M. KAVANAGH J

WAREHOUSE EMPLOYEES (STATE) INDUSTRIAL COMMITTEE

Industries and Callings

Employees engaged in or in connection with the handling, reception, sale or delivery of goods by wholesale, who are employed in warehouses, or by any employer in the premises, including wholesale markets, occupied by the employer, and also van sales employees within the State, excluding the County of Yancowinna, but excluding also employees in wholesale markets within the County of Yancowinna, the County of Northumberland, the Parish of Stockton, and the Municipality of Raymond Terrace;

excepting -

- Employees in drug warehouses;
- Sorters and assemblers in wholesale grocery warehouses;
- Storemen and packers;
- Watchpersons, caretakers, cleaners, lift attendants and porters;
- Clerks;
- Carters, grooms, stablepersons, yardpersons and drivers of motor and other power-propelled vehicles;
- Persons engaged in handling and putting up of honey, butter, cheese and junket tablets;
- Persons within the jurisdiction of the Models and Mannequins (State) Industrial Committee;
- Persons employed in wholesale meat depots;

and excepting employees within the jurisdiction of the following Industrial Committees -

- Fish, Wholesale Marketing (State);
- Special Steels and Steel Products Manufacture (Commonwealth Steel Company Limited);
- Tubemakers of Australia Limited, Newcastle;
- Watchmen and Gatekeepers (Waterfront);
- Wholesale Fruit and Vegetable Employees (State);
- Shortland County Council;
- John Lysaght (Australia) Limited Newcastle;
- John Lysaght (Australia) Limited Port Kembla;
- John Lysaght (Australia) Limited Unanderra;
- Cement Workers, & c. (State);

and excepting employees of -

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

Australian Iron and Steel Proprietary Limited.

Printed by the authority of the Industrial Registrar.

(647)

SERIAL C0701

SURVEYORS' FIELD HANDS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC5067 of 1999)

Before Commissioner O'Neill

8 June 2001

REVIEWED AWARD**PART A**

Clause No.	Subject Matter
1	Definitions
2	Hours of Labour
3	Wages
4	Wet Places
5	Shafts or Trial Holes and Boring Operations
6	Underground Work
7	Overtime and Weekend Work
8	Holidays
9	Annual Leave
10	Annual leave Loading
11	Sick Leave
12	Anti-Discrimination
13	Transfers
14	Distant Places
15	Tools
16	Tea Break
17	First-Aid
18	Change and Shelter Shed
19	Fares
20	Country Work and Travelling Expenses
21	Camping Area
22	Meals
23	Termination of Employment
24	Provision Accounts
25	Payment of Wages and Overtime
26	Mixed Functions
27	Protective Clothing
28	Meal Allowance
29	Bereavement Leave
30	Jury Service
31	Personal Carer's Leave
32	Redundancy
33	Training Wage
34	Settlement of Disputes
35	Leave Reserved
36	Superannuation
37	Working in the Rain
38	Area, Incidence and Duration

PART B**MONETARY RATES**

Table 1	Wages Private Sector
Table 2	Other Rates and Allowances

PART C**MONETARY RATES - TRAINEESHIPS**

Tables 1(a), 2(a) and 3(a)	Industry/ Skill Level A
Tables 1(b), 2(b) and 3(b)	Industry/ Skill Level B
Table 1(c), 2(c) and 3(c)	Industry/ Skill Level C
Tables 1(d), 2(d) and 3(d)	School Based Traineeships
Tables 1(e), 2(e) and 3(e)	Hourly Rates for Trainees who have Left School
Tables 1(f), 2(f) and 3(f)	Hourly Rates for School- Based Traineeships

Appendix A - Industry/Skill Levels

1. DEFINITIONS

- (i) Weekly hand shall mean an employee employed by the week and entitled to a week's pay for every week started.
- (ii) Daily hand shall mean an employee employed by the day and paid by the day.
- (iii) Survey field hand shall be classed as a special class field hand, first class field hand, second class field hand and operator of echo sounding machine.
- (iv) First class field hand shall mean an employee who has had two years' experience as a surveyor's field hand; provided that an employee with two years' experience as a surveyor's field hand who has had less than six months' experience as a field hand in any one of the following branches of surveying, i.e., country land surveying, urban land surveying or engineering surveying, may be employed as a second class field hand in any one of the above branches of surveying in which the employee has not had six months' experience as a second class field hand until the employee has had such period of experience and thereafter shall be classified as a first class field hand in that branch.
- (v) Second class field hand shall mean an employee with less than two years' experience in the work of a survey field hand.
- (vi) Instrument hand shall mean an adult employee who, under the direction of a surveyor, the major part of their time uses a theodolite, level or similar instruments and records the readings.
- (vii) Special Class field hand means an adult employee who is a first class field hand with at least two years' experience as such and who has been appointed by the employer for special duties as required.

2. HOURS OF LABOUR

- (i) (a) Except as provided elsewhere in this award the ordinary working hours shall be thirty-eight per week and shall be worked in accordance with the following provisions for a four-week work cycle:
 - (1) The ordinary working hours shall be worked as a twenty-day four-week cycle Monday to Friday inclusive with nineteen working days of eight hours each between the hours of 7.00 a.m. and 5.00 p.m., with 0.4 of one hour on each day worked accruing as an entitlement to take the fourth Monday in each cycle as a day off paid for as though worked. Provided that where the majority of employees on any particular section of work agree, and the employer or employer's representative agrees in writing, an alternative day in the four-week cycle may be substituted for the fourth Monday as the day off paid as though worked, and where such agreement is reached all provisions of this award shall apply as if such day was the prescribed fourth Monday.

Provided further than where such agreement is reached an alternative day in the four-week cycle shall apply subject to the following procedure being observed:

- I. Within twenty-four hours of the employer obtaining agreement with its employees, the employer shall notify the union by letter or facsimile as to the existence of the

agreement in writing between the employer and the majority of employees for an alternative day in the four-week cycle.

- II. The employer shall also inform a registered industrial union of employers which is a party to this award.
 - III. A period of five working days shall be allowed to pass from the day on which the employer informs the union before the agreement is implemented.
 - IV. Such an agreement shall be put into effect after the passage of the five-day period of notice unless a party notified in accordance with the above provisions notifies the matter to the Industrial Relations Commission of New South Wales, in which event the agreement shall not be implemented until a final decision is made by the Industrial Relations Commission of New South Wales, pursuant to the New South Wales *Industrial Relations Act* 1996.
- (2) Where such fourth Monday or agreed rostered day off prescribed by subparagraph (1) of this paragraph falls on a public holiday as prescribed in Clause 9 - Holidays, the next working day shall be taken in lieu of the rostered day off unless an alternative day in that four-week cycle (or the next four-week cycle) is agreed in writing between the employer and the employee.
 - (3) Each day of paid leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
 - (4) An employee who has not worked, or is not regarded by reason of subparagraph (3) of this paragraph as having worked a complete four-week cycle, shall receive pro rata accrued entitlements for each day worked (or each fraction of a day worked) or regarded as having been worked in such cycle, payable for the rostered day off or, in the case of termination of employment, on termination.
 - (5) The accrued rostered day off prescribed in subparagraphs (1) and (2) of this paragraph shall be taken as a paid day off provided that the day may be worked where that is required by the employer and such work is necessary to allow other employees to be employed productively or to carry out maintenance outside ordinary working hours or because of unforeseen delays to a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances on a project, in which case, subject to the provisions of subparagraph (6) of this paragraph, in addition to accrued entitlements the employee shall be paid at the rates prescribed for Saturday work in Clause 7 - Overtime and Weekend Work.
 - (6) Wherever it is practicable for the employer to give the rostered day off in accordance with this subparagraph, the provision of this subparagraph shall operate in lieu of subparagraph (5) of this paragraph.

The accrued rostered day off prescribed in subparagraphs (1) and (2) of this paragraph shall be taken as a paid day off provided that the day may be worked where that is required by the employer and such work is necessary to allow other employees to be employed productively or to carry out maintenance outside ordinary working hours or because of unforeseen delays to a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances on a project, in which case the employee shall take one paid day off before the end of the succeeding work cycle and the employee shall be paid for the day worked at the rates prescribed for Saturday work in Clause 7 - Overtime and Weekend Work..

- (b) A majority of the employees concerned and their employers may mutually agree upon starting and ceasing times between the hours of 6.00 a.m. and 6.00 p.m. Notwithstanding anything contained in this subclause the time worked each day and the hours of work on any particular section of work may be varied by mutual agreement between the employer and the majority of

the employees concerned so that the ordinary working hours may be 80 hours per fortnight in the first half of each 20 day cycle and 72 hours per fortnight in the second half of each 2~day cycle; provided that no more than 46 hours shall be worked in any one week and not more than nine hours and twelve minutes shall be worked in any one day without the payment of overtime. In the event of the employee being employed for one week only all time worked in excess of forty hours shall be paid for as Overtime; provided also that, by mutual agreement between the employer and the majority of the employees concerned, employees may work up to eight hours on a Saturday and shall be allowed equivalent time off on first return to headquarters or at a time mutually convenient. Overtime shall not be payable for time so worked so long as eighty hours per fortnight are not exceeded; provided that employees of the Department of Land and Water Conservation may, by agreement between the Department of Land and Water Conservation and the majority of employees concerned, work up to eight hours on each alternate Saturday and shall be allowed equivalent time off at some other time as mutually arranged but being a week in which a public holiday occurs. Overtime shall not be payable for the additional time so worked so long as not more than eight hours per fortnight are worked.

(ii) Daily Hands

The working hours of daily hands shall not exceed thirty-eight hours per week worked in accordance with the provisions of this clause.

- (iii) (a) Where it is necessary for employees to leave camp or the surveyor's office to go to their work and to return to such camp or office the time so taken shall be counted as time worked. This applies only to the County of Cumberland.
- (b) Outside the County of Cumberland the time of working shall start from leaving the camp or the surveyor's office but shall not include the time occupied in returning to such camp or surveyor's office; provided the distance to the camp or the office aforesaid does not exceed 6.44 kilometres. In such cases the time allowance to be allowed shall be twenty minutes per 1.62 kilometres for all excess unless transport is provided by the surveyor.
- (c) In all cases where employees are required to travel direct from their homes to the job or return all time spent in travelling in excess of the time normally occupied in travelling to the surveyor's office shall be paid for at the ordinary rates or a time allowance made.

(iv) Employees of the Department of Information, Technology and Management

Provided that in respect of employees of the Department of Information, Technology and Management employed in connection with the trigonometrical survey of the State of New South Wales being carried out by the Department of Land and Water Conservation and employees of the Department of Land and Water Conservation employed in connection with State control surveys under the provisions of the *Survey Co-ordination Act* 1949, the ordinary hours of working may be between 4 a.m. and midnight, Monday to Saturday inclusive, without the payment of overtime subject to the following conditions:

- (a) employees shall work not more than eight hours per day or such hours as may be agreed upon mutually;
- (b) all time worked in excess of the daily limits prescribed by paragraph (a) of this subclause, or in excess of eighty hours per fortnight in the first half of each 20 day cycle and 72 hours per fortnight in the second half of each cycle shall be paid for at the rate of time and one-half for the first two hours and at the rate of double time thereafter; provided that the calculation of the payment for Overtime shall be on the basis of each complete unbroken period of overtime;
- (c) employees whose ordinary working day commences prior to 6 a.m. or finishes after 6 p.m. shall be paid for all ordinary hours of work on such day at the rate of ordinary time plus 10 per cent.

3. WAGES

- (i) The minimum rates of pay for any classification shall, subject to the other provisions of this award, be the weekly rates as set out in Table 1 - Wages - Private Sector, of Part B, Monetary Rates.

NOTATION: Surveyor Field Hands working in the public sector shall have their rates of pay and allowances prescribed in the Crown Employees (Roads and Traffic Authority of New South Wales - Wages Staff) Award made in Matter IRC No. 5373 of 2000; the Crown Employees (Department of Land and Waste Conservation, Conservations Field Officers) Award [320 I.G. 700]; the Crown Employees (Department of Public Works and Services Wages Staff) Award, 2001; or the Crown Employees Wages Staff (Rates of Pay) Award 2001 made in Matter IRC No. 3174 of 2001, as applicable, or their replacement industrial instruments.

- (a) Weekly Hands - as set out in Tables 1 and 2 of Part B.
- (b) Daily Hands shall be ascertained by adding the amount as set in Item 1 of Table 2, Other Rates and Allowances, of Part B, Monetary Rates, to the appropriate weekly rate and dividing such sum by five.
- (c) Youths - percentage of second class field hand rate per week:
- | | |
|-----------------|-----|
| 15 years of age | 50% |
| 16 years of age | 75% |
| 17 years of age | 90% |

When such junior employees attain the age of 18 years they shall be paid the adult rate applicable to second class field hands.

- (ii) Where employees are required to drive a motor vehicle or motor launch they shall be paid the allowance extra per day as set out in Item 2 of Table 2 whilst so employed, provided that an employee who drives a four-wheel drive vehicle off recognised roads and in paddocks or on unserviced bush roads shall be paid the allowance per day, or part of a day thereof, as set out in Item 3 of Table 2, and if a licence is required such employee's driver's licence fee shall be paid by the employer. Such employee shall not be required to perform motor vehicle repairs other than those necessary to keep the vehicle in running order whilst on the road.
- (iii) Employees shall receive the allowance as set out in Item 4 of Table 2 of Part B per day whilst engaged in hydrographic duties involving soundings, current testing or tide gauge reading aboard a boat.
- (iv) The sums prescribed by subclause (ii) as set out in Items 2 and 3 of Table 2 and the sum prescribed by subclause (iii) and set out in Item 4 of Table 2 shall not in any case be taken into account for the purpose of the calculation of overtime.
- (v) In addition to the weekly wage rate prescribed in this clause, there shall be added the sum set out in Item 5 of Table 2 to compensate for the additional disabilities of being required to work when exposed to inclement weather.

For the purpose of this clause, "inclement weather" means wet weather and/or abnormal climatic conditions such as hail, cold, high winds, severe dust storms, extreme high temperatures or any combination thereof.

- (vi) 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.

4. WET PLACES

- (i) Employees working in swamps, wet places or in boots where their feet or clothing become wet shall receive the amount prescribed by Item 6 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (ii) For the purpose of this clause a place shall be deemed to be wet when water other than rain is falling so that the clothing of the employee becomes appreciably wet and/or when the water in the place where the employee is working saturates the boots of the employee.

5. SHAFTS OR TRIAL HOLES AND BORING OPERATIONS

Employees engaged excavating shafts or trial holes or in boring operations shall, whilst so engaged, be paid at the rates prescribed for such class of work by the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award in force from time to time.

6. UNDERGROUND WORK

Employees engaged in underground work shall receive the amount extra per day as set out in Item 7 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, in addition to the daily allowance payable in wet places where such applies.

7. OVERTIME AND WEEKEND WORK

Subject to Clause 2 - Hours of Labour

- (i) Overtime shall be payable for all time worked outside the ordinary hours prescribed in the said Clause 2, or in excess of eight hours in any one day at the rate of time and one-half for the first two hours and double time thereafter, provided that all work performed after 12 noon on Saturday shall be paid for at double time; provided further that employees who are required to work regular Overtime which normally commences after 12 noon on a Saturday shall be paid at the rate of time and one-half for the first two hours and double time thereafter. The calculation of such Overtime shall be on the basis of each complete unbroken period of Overtime.
- (ii) Double time shall be paid for all time worked on a Sunday.
- (iii) Employees called upon to work during the recognised meal hour shall be paid at ordinary overtime rates for all time worked until they receive a meal break of the usual period.
- (iv) Employees who work so much overtime
 - (a) between the termination of their ordinary work day or shift and the commencement of their ordinary work in the next day or shift that they have not had at least ten consecutive hours off duty between these times; or
 - (b) on Saturdays, Sundays and holidays not being ordinary working days or on a rostered day off without having had ten consecutive hours off duty in the twenty-four hours preceding their ordinary commencing time on their next ordinary day or shift;

shall, subject to this subclause, be released after completion of such Overtime until they have had ten hours off duty without loss of pay for ordinary working time occurring during such absence. Provided that if, on the instructions of the employer, such employees resume or continue to work without having had such ten consecutive hours off duty they shall be paid at double rates until they are released from duty for such period and they shall then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (v) Employees shall not be required to report at the place of work earlier than the ordinary starting time or return later than the ordinary ceasing time without the payment of overtime.

- (vi) An employee required to work on a Sunday or a public holiday shall be afforded at least 4 hours work or shall be paid for 4 hours at the appropriate rate.
- (vii) Employees directed to report for work on Saturday or Sunday, and not being required, shall be paid two hours at appropriate overtime rates and all fares actually and necessarily incurred in travelling to and from the job.
- (viii) Where employees report as hereinbefore mentioned on Saturday or Sunday and are instructed to remain on the job, though not started, they shall be paid at Overtime rates whilst waiting until such time as otherwise notified.
- (ix) Employees recalled to work

When employees are recalled to work after leaving their jobs they shall be paid a minimum of four hours at overtime rates.

- (x) Cribs

- (a) An employee who is required to work overtime for 2 hours or more after the normal ceasing time shall be allowed, at the expiration of the said 2 hours, 30 minutes for a meal or crib and thereafter a similar time allowance after every additional 4 hours of overtime worked. Time for meals or crib through overtime periods shall be allowed without loss of pay, provided that overtime work continues after such break.

Provided that where an employee is eligible for a meal(s) or crib break(s) (as defined above) and having regard to statutory requirements, an employer and employee may agree for the meal(s) or crib break(s) to be taken at any time. Where such a meal(s) or crib break(s) is not taken, the employee shall be entitled to be paid for the meal(s) or crib break(s) at the appropriate Overtime rate.

- (b) Where overtime is worked on a Saturday, if work continues after 12 noon, a break for a meal of 30 minutes shall be allowed between 12 noon and 1 p.m., which meal break shall be taken without loss of pay.

- (xi) Compulsory Overtime

An employer may require an employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.

8. HOLIDAYS

- (a) Employees shall be granted the following public holidays without deduction of pay, viz.,

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

and any day proclaimed as a public holiday throughout the State.

For any work performed on any such public holiday double time and one-half shall be paid; provided that, by agreement between the employer and a majority of the employees, such holidays may be worked at ordinary rates and time off in lieu thereof shall be allowed or one day and one-half for each day worked shall be added to the annual leave.

- (b) The first Monday in December of each year shall be a holiday as the Picnic Day of The Australian Workers' Union, New South Wales.
- (c) Employees not required to work on the said Picnic Day shall be paid for the holiday at the ordinary rates of pay prescribed in Clause 3 - Wages.
- (d) Employees required to work on the Picnic Day shall be paid at the rate of double time and one-half for all time worked.
- (e) Employers may require from their employees the butts of their tickets as evidence of the employees' attendance at the picnic.
- (f) The provisions for a Picnic Day shall apply only to employees of an employer working in the County of Cumberland, the County of Northumberland and the County of Camden; provided that employees of Government Departments or quasi-government bodies outside the boundaries of the aforesaid counties shall be entitled to the Picnic Day where such is actually held in an area; provided further that one month's notice of such Picnic Day is given in writing by the union to the employer.
- (g) Where employers hold a regular Picnic Day for their employees on some other working day during the year then such day may be given and may be taken in lieu of the Picnic Day here fixed.
- (h) Should the employment of an employee be terminated by the employer otherwise than for misconduct or should an employee be stood off within fourteen days prior to any holiday or to the commencement of any group of holidays; prescribed in this clause such employee shall be paid for such holiday or group of holidays; provided that such employee has been employed by the employer for a period of at least one week prior to the termination of the employment.
- (i) For the purpose of this clause when any two or more of the holidays prescribed in this clause occur within two weeks of one another such holidays shall be deemed to be a group of holidays.
- (j) Where an additional or substitute public holiday is proclaimed by Order in Council or otherwise gazetted by authority of the Australian or a State Government under any acts throughout any State or part thereof, such a day shall within the defined locality be deemed to be a holiday for the purposes of this award; provided that an employee shall not be entitled to the benefit of more than one holiday upon such occasion.

9. ANNUAL LEAVE

- (i) See *Annual Holidays Act 1944*.
- (ii) Government and quasi-government bodies: See Uniform Leave Conditions for Ministerial Employees or the Public Sector Management (General) Regulation, 1996.

10. ANNUAL LEAVE LOADING

- (i) Government and quasi-government bodies: See Uniform Leave Conditions for Ministerial Employees or for persons employed under the *Public Sector Management Act, 1988*, relevant provisions of Crown Employees (Public Service Conditions of Employment 1997) Award, as varied or any replacement award.
- (ii) In this clause the *Annual Holiday Act 1944* is referred to as "the Act".
- (iii) Before employees are given and take 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 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) of this clause.)

- (iv) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act.
- (v) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled, or where such a holiday is given and taken in separate periods, then in relation to each such separate period. (NOTE: See subclause (vii) of this clause as to holidays taken wholly or partly in advance.)
- (vi) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (v) of this clause at the rate per week of 17½ per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing their annual holiday.
- (vii) 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 continued 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 (vi) of this clause applying the award rates of wages payable on that day.
- (viii) Where, in accordance with the Act, 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) Employees who are entitled under the Act to an annual holiday and who are given and take such a holiday shall be paid the holiday calculated in accordance with subclause (iv) of this clause;
 - (b) Employees who are not entitled under the Act to an annual holiday and who are given and take leave without pay shall be paid in addition to the amount payable to them under the Act such proportion of the loading that would have been payable to them under this clause if they had become entitled to an annual holiday prior to the close down as their qualifying period of employment in completed weeks bears to 52.
- (ix)
 - (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 became entitled, the employee shall be paid a loading calculated in accordance with subclause (vi) of this clause for the period not taken.
 - (b) Except as provided by paragraph (a) of this subclause no loading is payable on the termination of an employee's employment.

11. SICK LEAVE

- (i) Government and quasi-government bodies: See Uniform Leave Conditions for Ministerial Employees or Public Sector Management (General) Regulation, 1996.
- (ii) Employees who have completed three months' service and who are unable to perform their duties on account of ill health shall, subject to satisfactory proof of such illness, be entitled to ten days sick leave on full pay during each year of their employment. Such leave shall be cumulative for a period of six years from the end of the year from which it accrues.
- (iii) Where employees are ill or incapacitated (within the meaning of this clause) on their rostered day off they shall not be entitled to payment for sick leave on that day nor shall their sick leave entitlement be reduced as a result of such illness or incapacity (within the meaning of this clause).

12. ANTI-DISCRIMINATION

- (a) It is the intention of the parties bound by this award to seek to achieve the object in section 3 (f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes

discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (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

- (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."

13. TRANSFERS

Reasonable facilities shall be given to employees to transfer from one survey gang to another.

14. DISTANT WORK

- (i) All employees working in districts west and north of and excluding State Highway No. 17 from Tocumwal to Gilgandra, State Highway No. 11 from Gilgandra to Tamworth, Trunk Road No. 63 to Yetman and State Highway No. 16 to Boggabilla up to the Western Division boundary, and excluding the municipalities through which the road passes, shall be paid the amount extra per day set out in Item 8 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

All employees in the Western Division of the State shall be paid an amount set out in the said Item 8 extra per day.

- (ii) All employees working within the area bounded by and inclusive of the Snowy River from the New South Wales border to Dalgety, thence by road directly from Dalgety to Berridale and on to the Snowy Mountains Highway at Adaminaby, thence to Blowering, thence by a line drawn from Blowering south-west to Waleragang and on to the Murray River, thence in a south-easterly direction along the New South Wales border to the point of commencement, shall be paid the amount set out in Item 9 of the said Table 2.

15. TOOLS

All necessary tools shall be provided free of charge by the employer.

16. TEA BREAK

A tea break during the morning period of not more than twenty minutes' duration shall be allowed to each individual employee, at a time to be arranged by the employer, without deduction from the employee's wages.

Provided that an employer may grant a tea break of not more than ten minutes' duration during both the morning and afternoon periods of the working day, under the same conditions as above. Where an afternoon tea break is taken the employer may direct that it be taken immediately prior to ceasing time.

The taking of the tea break shall not necessarily involve a complete stoppage of work.

17. FIRST-AID

- (i) The employer shall provide and continuously maintain, at a place reasonably accessible to all employees, a first-aid kit as prescribed in the *Occupational Health and Safety Act 2000*.
- (ii) In the event of any serious accident happening to an employee whilst at work or going to or from a worksite, the employer shall, at their expense, provide transport facilities to the nearest hospital or doctor.
- (iii) Employees appointed by the employer to perform first-aid duties shall be paid the amount set out in Item 10 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates in addition to their ordinary rates.

18. CHANGE AND SHELTER SHED

Where necessary and practicable a change and/or shelter shed for employees shall be provided on all jobs and shall be used exclusively for that purpose.

19. FARES

Except for travelling between their residence and the permanent office or depot of the employer, all fares actually and reasonably incurred by employees in connection with their work shall be paid by the employer. This clause shall not apply to country work as defined in Clause 20 - Country Work and Travelling Expenses.

20. COUNTRY WORK AND TRAVELLING EXPENSES

- (i) Country work shall mean employment at a place which requires the employees to live away from their usual places of residence.
- (ii) Employees sent by the employer to country work shall:
 - (a) have their fares provided by the employer and, on remaining until the completion of the job or until the special work which they were sent to perform is completed and no other work is provided by the employer, shall be entitled to fares back to the place of engagement;
 - (b) where employees are required to travel overnight, be provided with sleeping accommodation, where available;
 - (c) be paid by the employer all necessary expenses incurred in providing their own board and lodging, unless camping facilities or board and lodging are provided by the employer;
 - (d) be paid at ordinary rates for all time occupied in travelling to and from work in addition to wages otherwise earned and also shall be provided with satisfactory meals or shall be paid a meal allowance as set out in Item 11 of Table 2 - Other Rates and Allowances, of Part B, Monetary

Rates, for every meal hour whilst travelling or whilst waiting en route and, if required to spend the night at some place en route, shall be allowed the amount set out in Item 12 of Table 2 for a bed. No employee shall be entitled to more than an ordinary day's wages (eight hours) excluding allowance for meals and bed provided herein for any day occupied in travelling. "Day" for the purposes of this subclause shall mean the period from midnight to midnight.

- (iii) A person selected for work and sent to work by an agent of the employer, including a National Service Office, a Government employment bureau or a private employment agency shall, for the purpose of this clause, be deemed to have been sent by the employer.
- (iv) Employees transferred to another job at their own request shall not be entitled to fares, travelling time and/or allowances prescribed by this clause.
- (v)
 - (a) Employees who work as required during the ordinary hours of work on the working day before and the working day after a weekend and who notify the employer or their representative no later than the Tuesday of each week of their intention to return home at the weekend and who return home for the weekend, shall be paid an allowance as set out in Item 13 of Table 2 for each such occasion. The payment of this allowance shall disentitle an employee to payment of the camping allowance prescribed in the Camping Area clause of the General Construction and Maintenance, Civil and Mechanical Engineering (State) Award, for the weekend in question for the day or days on which they are absent.
 - (b) This subclause shall not apply to an employee:
 - (1) who is receiving payment of an allowance in lieu of board and lodging being provided by the employer; or
 - (2) where a conveyance is provided by the employer to transport the employee to and from the place of work and the established centre at which the organisation is based.
 - (c) Employees shall be deemed to have returned home at the weekend only if this involves them in being absent from their accommodation for not less than half the hours between ceasing work in one week and commencing work in the next.
- (vi) If an employer and employee engaged on country work agree in writing, and subject to the procedure outlined in paragraph (a) of Clause 2 - Hours of Labour, as defined, the paid rostered day off prescribed in that subclause may be taken and paid for at a time mutually agreed upon. The agreement shall only provide for a paid day or days off work up to a maximum accrual of five days.
- (vii) This subclause shall not apply to private sector employees or employees who report each day to the same fixed establishment, permanent office or depot of the employer. Where camping facilities are not provided and travel cannot be made by a public conveyance, employees required to travel to and/or from the place of work shall, unless a conveyance can be provided by the employer to transport them to and from the place of work at a point not more than three kilometres distant from the employees' residences, be paid the allowances as set out in Item 14 of Table 2 of Part B, Monetary Rates, namely, where employees commence and/or cease work at a greater distance from their residences than the distances as set out in the said Item 14.

21. CAMPING AREA

- (i) When camping areas are necessary for employees such shall be provided by the employer free of charge.
- (ii) No camps shall be erected within 33kms of the General Post Office, Sydney or 16km of the General Post Office, Newcastle.
- (iii) The employer shall provide the minimum facilities, conditions and standards for camps as prescribed in the Camping Area clause of the General Construction and Maintenance, Civil and Mechanical Engineering &c., (State) Award, as varied, from time to time, or by any award replacing the said award, under the same conditions as prescribed in that clause of the General Construction and Maintenance, Civil and Mechanical Engineering (State) Award.

- (iv) Where employees are required to camp either by direction of the employer or because no reasonable transport facilities are available to enable them to proceed to and from their home each day they shall be paid the appropriate allowances prescribed in the Camping Area clause of the General Construction and Maintenance, Civil and Mechanical Engineering &c., (State) Award.
- (v) Where an employee is required to camp by direction of the employer and because the normal camping provisions of this clause cannot be reasonably provided the use of tents shall be permitted; such tents shall not be less than 2.44m x 3.05m covered by a fly 3.05m x 3.66m. Cooking utensils, tableware, suitable lamp and fuel sufficient for each tent shall be provided by the employer. Where practicable, such tents shall be pitched on frames with full boarded floors and a timber wall rising not less than 15.2cm, above the floor level.

22. MEALS

- (i) Employees shall be entitled to a meal break each day of not less than 30 minutes in duration and not more than one hour in duration; provided that the said meal break shall be taken between 11.30 a.m. and 1.30 p.m. Such meal break shall not count as time worked.

23. TERMINATION OF EMPLOYMENT

- (i) Except in the case of misconduct, one week's notice in writing on either side shall terminate the engagement of weekly hands or in lieu thereof a week's wages shall be paid.
- (ii) Daily Hands shall be notified at the termination of each day's work as to any further engagement or shall be paid at least one hour's wages in lieu of notice.

24. PROVISION ACCOUNTS

- (i) All accounts in connection with camp messing arrangement shall be submitted to the employees at a reasonable time before settlement of same and, in any event, shall be made up and shall be submitted every four weeks and at the termination of the camp.
- (ii) Should employees leave or be discharged prior to the monthly settlement of their mess account they shall pay the average of the preceding month.
- (iii) The employees may appoint one member to check all mess accounts including receipts for all purchases connected therewith and such member shall be designated messing representative.
- (iv) The employer shall keep or shall cause to be kept a complete provision account from the commencement to the conclusion of the camp.
- (v) Complaints from employees regarding camp messing shall receive proper attention from the employer and shall be conveyed to the employer by the messing representative.

25. PAYMENT OF WAGES AND OVERTIME

- (i) All wages and overtime due to employees within the County of Cumberland shall be paid weekly and not later than the usual ceasing time each Friday unless otherwise arranged by mutual agreement. All wages and overtime due to employees outside the County of Cumberland shall be paid fortnightly. In the event of employees leaving or being discharged in accordance with this award, they shall be paid all wages due to them on demand or shall be paid waiting time at ordinary rates; provided that an employer may, in the case of employees who leave or are discharged and who fail to settle their mess account, deduct the amount so owing from any moneys due or becoming due to the employees and shall pay such sums to the mess representative.
- (ii) In the event that a scheduled day off falls on pay day the employer shall pay wages to the employee on the following working day. Subject to the employer being able to make payment the wages may be paid on the working day preceding the scheduled day off.

- (iii) Provided that where the scheduled day off falls on a pay day which is a Friday the employer shall pay wages on the working day prior to the day off.
- (iv) In the case of employees of Government and quasi-Government bodies wages shall be paid into a bank or other account except in isolated areas, hardship or other exceptional circumstances where payment will be made by cheque subject to cashing facilities being available within twenty-four hours of the employees' normal pay day; provided further that where the employees' normal pay day is a Friday cashing facilities shall be available by 5.00 p.m. on that day.

26. MIXED FUNCTIONS

Employees engaged for more than two hours during one day on duties carrying a higher rate than their ordinary classification shall be paid the higher rate for such day; if so engaged two hours or less during one day they shall be paid the higher rate for the time so worked.

27. PROTECTIVE CLOTHING

- (i) Employees shall be supplied with all necessary protective clothing.
- (ii) Such protective clothing shall remain the property of the employer and shall be produced by the employee for inspection by the employer when required.
- (iii) Loss due to any cause arising out of the neglect or misuse by the employee shall be a charge against the wages of the employee. A deduction at a reasonable rate may be made by the employer from the wages of the employee; provided that no such deduction shall be made for reasonable wear and tear.

28. MEAL ALLOWANCE

An employee required to work overtime for more than one and one-half hours after the ordinary ceasing time shall be provided with a meal or shall be paid the allowance set out in Item 11 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, for such meal and, after the completion of each four hours on continuous overtime, shall be paid the allowance set out in the said Item 11 for each subsequent meal in addition to his/her overtime payment.

29. BEREAVEMENT LEAVE

- (i) Government and quasi-government bodies: See Uniform Leave Conditions for Ministerial Employees or for persons employed under the *Public Sector Management Act*, 1988, relevant provisions of Crown Employees (Public Service Conditions of Employment 1997) Award, as varied or any replacement award.
- (ii) An employee other than a daily hand shall be entitled up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subclause (iv) of this clause.
- (iii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required, provide to the satisfaction of the employer proof of death.
- (iv) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purpose of Personal Carer's Leave as set out in subparagraph (ii) of paragraph (c) of subclause (1) of Clause 31 - Personal Carer's Leave, provided that for the purposes of bereavement leave the employee need not have been responsible for the care of the person concerned.
- (v) 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.
- (vi) Bereavement leave may be taken in conjunction with the other leave available under subclauses (2), (3) (4) (5) and (6) of the said Clause 36. In determining such a request the employer will give special

consideration to the circumstances of the employee and the reasonable operational requirements of the business.

30. JURY SERVICE

- (i) Government and quasi-government bodies: See Uniform Leave Conditions for Ministerial Employees or for persons employed under the *Public Sector Management Act*, 1988, relevant provisions of Crown Employees (Public Service Conditions of Employment 1997) Award, as varied or any replacement award.
- (ii) Employees on weekly hiring required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wage they would have received in respect of the ordinary time they would have worked had they not been on jury service.

Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide the employer with proof of attendance, the duration of such attendance and the amount received in respect thereof

31. PERSONAL/CARER'S LEAVE

- (i) Use of Sick Leave
 - (a) An employee other than a daily hand, with responsibilities in relation to a class of person set out in 31(i)(c) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 11 - Sick Leave, of the award, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
 - (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the employee being responsible for the care of the person concerned; and
 - (2) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (1) "relative" means a person related by blood, marriage or affinity;

- (2) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (3) "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (ii) Unpaid Leave for Family Purpose
 - (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 31(i)(c)(2) above who is ill.
- (iii) Annual Leave
 - (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act*, 1944, to take annual leave not exceeding five 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 31(iii)(a) above, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (iv) Time Off in Lieu of Payment for Overtime
 - (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
 - (c) If, having elected to take time as leave in accordance with paragraph 36(iv)(a), 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 paragraph 31(iv)(a), the employee shall be paid overtime rates in accordance with the award.
- (v) Make-Up Time
 - (i) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off 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.
 - (ii) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (vi) Rostered Days Off
 - (i) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - (ii) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.

- (iii) 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 time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- (iv) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

32. REDUNDANCY

(A) Application

- (i) This clause shall apply in respect of full-time persons employed in the classifications specified by Clause 3 - Classification Structure.
- (ii) In respect to employers who employ more than 15 employees immediately prior to the termination of employment of employees, in the terms of paragraph (i) of subclause (D) of this clause.
- (iii) Notwithstanding anything contained elsewhere in this award, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be not more than to give such employees an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (iv) Notwithstanding anything contained elsewhere in this award, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(B) Introduction of Change

- (i) Employer's duty to notify
 - (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effect on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
 - (b) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where this award makes provision for alteration of any of the matter 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 subparagraph (a) of paragraph (i) of this subclause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

- (b) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in the said paragraph (a).
- (c) For the purposes of such discussions, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on the employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(C) Redundancy

(i) Discussions before terminations

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

(D) Termination of Employment

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

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

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

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

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

(ii) Notice for technological change

This paragraph sets out the notice provision to be applied to terminations by the employer for reasons arising from technology in accordance with subparagraph (a) of paragraph (I) of subclause (B) of this clause.

- (a) In order to terminate the employment of an employee the employer shall give to the employee three months notice of termination.
- (b) Payment in lieu of 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 notice period

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

(iv) Employee leaving during the notice period

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

(v) Statement of employment

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

(vi) Notice to Centrelink

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

(vii) Centrelink Separation Certificate

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

(viii) Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in subparagraph (a) of paragraph (I) of subclause (B) of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had

been terminated and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rate for the number of weeks notice still owing.

(E) Severance Pay

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

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

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

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

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

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

(ii) Incapacity to pay

Subject to an application by the employer and further order of the Industrial Relations Commission 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 the said paragraph (i.) will have on the employer.

(iii) 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 the said paragraph (i.) if the employer obtains acceptable alternative employment for an employee.

(F) Savings Clause

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

33. TRAINING WAGE

(1) Application

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

(2) Objective

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

(3) Definitions

Structured Training means that training which is specified in the Training Plan which is part of the Training Agreement registered with the relevant NSW Training Authority. It includes training undertaken both on and off-the-job in a Traineeship and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a Traineeship approved by the relevant NSW Training Authority and leads to a qualification set out in paragraph (f) subclause (4).

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

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

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

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

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

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

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

(4) Training Conditions

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

This could be achieved through foundation competencies which are part of endorsed competencies for an industry or enterprise; and/or
 - (ii) the achievement of key competencies required for successful participation in an industry or enterprise (where there are endorsed national standards these will define these competencies) as are proposed to be included in an Australian Qualification Framework Certificate Level II or above.

(5) Employment Conditions

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

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

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

By agreement in writing, and with the consent of the relevant NSW Training Authority, the relevant employer and the Trainee may vary the duration of the Traineeship and the extent of Structured training provided that any agreement to vary is in accordance with the relevant Traineeship.

- (b) A trainee shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer.
- (c) Where the trainee completes the qualification in the Training Agreement, earlier than the time specified in the Training Agreement then the traineeship may be concluded by mutual agreement.
- (d) A traineeship shall not be terminated before its conclusion, except in accordance with the Industrial and Commercial Training Act 1989, or by mutual agreement.

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

- (e) The Trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the structured training in accordance with the Training Agreement.
- (f) Where the employment of a Trainee by an employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service for the purposes of the award or any other legislative entitlements.
- (g)
 - (i) The Traineeship Agreement may restrict the circumstances under which the Trainee may work overtime and shift work in order to ensure the training program is successfully completed.
 - (ii) No Trainee shall work overtime or shift work on their own unless consistent with the provisions of this award.
 - (iii) No Trainee shall work shift work unless the relevant parties to the award agree that such shift work makes satisfactory provision for structured training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shift work Trainees.
 - (iv) The Trainee wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by this award.
- (h) All other terms and conditions of this award that are applicable to the Trainee or would be applicable to the Trainee but for this clause shall apply unless specifically varied by this clause.
- (i) A Trainee who fails to either complete the Traineeship or who cannot for any reason be placed in full time employment with the employer on successful completion of the Traineeship shall not be entitled to any severance payment.

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

- (j) A part time trainee shall receive, on a pro rata basis, all employment conditions applicable to a full time trainee. All the provisions of clause shall apply to part time trainees except as specified in this subclause.

- (k) A part time trainee may, by agreement; transfer from a part time to a full time traineeship position should one becomes available.
- (l) The minimum daily engagement periods applying to part-time employees specified in the award shall also be applicable to part time trainees.

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

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

(6) Wages

Wages - Full-Time Trainees

- (a) The weekly wages payable to full time trainees shall be as prescribed in Part C of the award, as follows:

Industry/Skill Level A	Tables 1(a), 2(a), 3(a)
Industry/Skill Level B	Tables 1(b), 2(b), 3(b)
Industry Skill Level C	Tables 1(c), 2(c), 3(c)
School-Based Trainees	Tables 1(d), 2(d), 3(d)

- (b) These wage rates will only apply to Trainees while they are undertaking an Traineeship which includes structured training as defined in this clause.
- (c) The wage rates prescribed in this clause do not apply to complete trade level training, which is covered by the Apprenticeship system.
- (d) Appendix A sets out the skill level of a traineeship. The industry/skill levels contained in Appendix A are, illustrative of the appropriate levels but are not determinative of the actual skill levels (i.e., skill levels A, B or C) that may be contained in a traineeship. The determination of the appropriate skill level for the purpose of determining the appropriate wage shall be based on the following criteria:
 - (i) Any agreement of the parties or submission by the parties
 - (ii) The nature of the industry
 - (iii) The total training plan
 - (iv) Recognition that training can be undertaken in stages
 - (v) The exit skill level in the award contemplated by the traineeship.

In the event that the parties disagree with such determination, it shall be open to any party to the award to seek to have the matters in dispute determined by the Industrial Relations Commission of New South Wales.

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

Wages For Part-Time And School-Based Trainees

- (f) This clause shall apply to trainees who undertake a traineeship on a part time basis by working less than full time ordinary hours and by undertaking the approved training at the same or lesser training time than a full-time trainee.
- (g) Tables 1(e), 2(e) and 3(e) - Hourly Rates for Trainees Who Have Left School and Tables 1(f), 2(f), and 3(f) - Hourly Rates for School-based Traineeships of Part C, Monetary Rates are the hourly rates of pay where the training is either fully off-the-job or where 20% of time is spent in approved training. These rates are derived from a 38 hour week.
- (h) The hours for which payment shall be made are determined as follows:
 - (i) Where the approved training for a traineeship (including a school based traineeship) is provided off-the-job by a registered training organisation, for example at school or at TAFE, these rates shall apply only to the total hours worked by the part time trainee on-the-job.
 - (ii) Where the approved training is undertaken on-the-job or in a combination of on-the-job and off-the-job, and the average proportion of time to be spent in approved training is 20% (i.e. the same as for the equivalent full time traineeship):
 - (1) If the training is solely on-the-job, then the total hours on-the-job shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.
 - (2) If the training is partly on-the-job and partly off-the-job, then the total of all hours spent in work and training shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.

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

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

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

$$\text{Wage} = \frac{\text{Full-time wage rate} \times \text{Trainee hours}}{\text{average weekly training time}} \quad 30.4^*$$

* NOTE: 30.4 in the above formula represents 38 ordinary full time hours less the average training time for full time trainees (i.e. 20%) a pro rata adjustment will need to be made in the case where the Parent Award specifies different ordinary full time hours: for example where the ordinary weekly hours are 40, 30.4 will be replaced by 32.

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

$$\text{Average Weekly Training Time} = \frac{7.6 \times 12}{\text{length of the traineeship in months}}$$

Note 1: 7.6 in the above formula represents the average weekly training time for a full time trainee whose ordinary hours are 38 per week. A pro rata adjustment will need to be made in the case where this Award specifies different ordinary time hours for example, where the ordinary weekly hours are 40, 7.6 will be replaced by 8.

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

Example of the Calculation for the Wage Rate for a Part-Time Traineeship

A school student commences a traineeship in year 11 the ordinary hours of work in the Parent Award are 38. The training agreement specifies two years (24 months) as the length of the traineeship.

"Average weekly training time" is therefore $7.6 \times 12 / 24 = 3.8$ hours.

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

So the wage rate in year 11 is:

$$\frac{\$181 \times 15}{30.4} - 3.8 = \$66.68 \text{ plus any applicable penalty rates under the Parent Award.}$$

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

(7) Grievance Procedures for Trainees

- (a) Procedures relating to grievances of individual trainees
 - (i) A trainee shall notify the employer as to the substance of any grievance and request a meeting with the employer for bilateral discussions in order to settle the grievance.
 - (ii) If no remedy to the trainee's grievance is found, then the trainee shall seek further discussions and attempt to resolve the grievance at a higher level of authority, where appropriate.
 - (iii) Reasonable time limits must be allowed for discussions at each level of authority.
 - (iv) At the conclusion of the discussions, the employer must provide a response to the trainee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy. At this stage an employer or a trainee may involve an industrial organisation of employers or employees of which he/she is a member.
 - (v) If no resolution of the trainee's grievance can be found, then the matter may be referred to the Industrial Relations Commission of New South Wales by either the trainee or the employer or the industrial organization representing either party.
 - (vi) While this grievance procedure is being followed, normal work shall continue.
- (b) Procedures relating to disputes, etc., between employers and their trainees:
 - (i) A question, dispute or difficulty must initially be dealt with at the workplace level where the problem has arisen. If the problem cannot be resolved at this level, the matter shall be referred to a higher level of authority.
 - (ii) If no resolution can be found to the question, dispute or difficulty the matter may be referred to the Industrial Relations Commission of New South Wales by any party to the dispute or the industrial organization representing any of the parties to the dispute.
 - (iii) Reasonable time limits must be allowed for discussion at each level of authority.
 - (iv) While a procedure is being followed, normal work must continue.
 - (v) The employer may be represented by an industrial organisation of employers and the trainees may be represented by an industrial organisation of employees for the purpose of each procedure.

34. SETTLEMENT OF DISPUTES

Subject to the provisions of the *Industrial Relations Act 1996*, any dispute shall be dealt with in the following manner:

- (i) where a dispute arises at a particular job location which cannot be resolved between the employees or their representative and the supervising staff, it shall be referred to the Industrial Officer or other officer nominated by the employer who will then arrange for the matter to be discussed with the union or unions concerned;
- (ii) failing settlement of the issue at this level the matter should be referred to senior management and if appropriate the assistance of an officer of the relevant employer organisation requested;
- (iii) if the matter remains unresolved it should be referred to the Industrial Relations Commission under the *Industrial Relations Act 1996*;
- (iv) whilst these procedures are continuing, no stoppage of work or any other form of limitation of work shall be applied;
- (v) the right is reserved to the parties to vary this procedure where a safety factor is involved.

35. LEAVE RESERVED

- (i) Leave is reserved to apply for variation of this award following any variation in the General Construction and Maintenance, Civil and Mechanical Engineering, &c (State) Award.

36. SUPERANNUATION

- (a) The subject of superannuation contributions is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act*, 1992, the *Superannuation Guarantee Charge Act* 1992, the *Superannuation Industry (Supervision) Act* 1993, the *Superannuation (Resolution of Complaints) Act* 1993 and s124 of the *Industrial Relations Act* 1996 (NSW). The legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

- (b) Subject to the requirements of this legislation, superannuation contributions may be made to:

Australian Superannuation Savings Employment Trust (ASSET)
 Australian Primary Industry Superannuation Fund (APISF)
 First State Super (FSS)
 Australian Public Superannuation (APS)
 Or such other funds that comply with the requirements of this legislation.

NOTATION: Employer contributions under relevant legislation are set at 7% until 30 June 2000, when they will increase to 8% and a final adjustment of 9% from 1 July 2002.

37. WORKING IN THE RAIN

All employees called upon to work in the rain shall be paid the allowance prescribed by Item 15 of Table 2 - Other Rates and Allowances, of Part B - Monetary Rates, in addition to their ordinary rates, irrespective of the time worked.

38. AREA, INCIDENCE AND DURATION

The award published on 20 March 1998 took effect from the first full pay period to commence on or after 11 June 1997.

(The changes made to the award pursuant to the Award Review pursuant to section 19 (6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of the New South Wales on 18 December 1998 (308 IG 307) take effect on and from 8 June 2001.

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Surveyors' Field Hands (State) Award published 20 March 1998 (303 I.G. 1167) and all variations thereof. It shall apply to all employees of the classes mentioned in Clause 3, Wages, within the jurisdiction of the Surveyors' Assistants (State) Industrial Committee in the State, excluding the County of Yancowinna and also excluding those employees covered by the Crown Employees (Roads & Traffic Authority of NSW - Wages Staff) Award.

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

PART B**MONETARY RATES****Table 1 - Wage Private Sector**

Weekly Hands Classification	Old Rate \$	SWC 2000 \$	Weekly Rate \$
Instrument Person	458.40	15.00	473.40
	456.00	15.00	471.00

	432.60	15.00	447.60
	422.00	15.00	437.00
	452.90	15.00	467.90

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount (\$)
1	3(i)(b)	Daily Hands	4.35
2	3(ii)	Motor Vehicle/Launch Allowance	1.85 per day
3	3(ii)	Four-wheel-drive Allowance	2.40 per day
4	3(iii)	Hydrographics Duties Allowance	1.90 per day
5	3(v)	Inclement Weather Allowance	21.15
6	4(i)	Wet Places Allowance	0.43 per day
7	6	Underground Work Allowance	0.48 per day
8	14(i)	Distant Places Allowance	0.85 per day
	14(i)	Distant Places Western Division	1.45 per day
9	14(ii)	Distant Places Snowy River	1.45 per day
10	17(iii)	First-aid Allowance	1.85 per day
11	20(ii)(d)	Meal Allowance	9.30
	28	Meal Allowance	9.30
	28	Each Subsequent Meal	7.90
12	20(ii)(d)	Bed Allowance	50.05
13	20(v)(a)	Return Home Allowance	37.50
14	20(vii)	Travelling Allowance (Public Sector)	Per Day
		More than 3 but not more than 10 km	3.70
		More than 10 but not more than 20 km	7.75
		More than 20 but not more than 30 km	11.60
		More than 30 but not more than 40 km	15.50
		More than 40 but not more than 50 km	19.05
		More than 50 but not more than 60 km	22.75
		More than 60 but not more than 70 km	26.70
		More than 70 but not more than 80 km	30.40
		More than 80 but not more than 90 km	34.10
		More than 90 but not more than 100 km	38.05
15	37	Rain Allowance	2.05

PART C**MONETARY RATES - TRAINEESHIPS**

- (1) The following monetary rates shall apply from the beginning of the first full pay period on or after 8 June 2001.

Table 1(a) - Weekly Rates - Industry/Skill Level A

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

	Highest Year of Schooling Completed		
	Year 10	Year 11	Year 12
	\$	\$	\$
School leaver	138.00 (50%)	171.00 (33%)	235.00
	161.00 (33%)	193.00 (25%)	
Plus 1 year out of school	193.00	235.00	274.00

Plus 2 years	235.00	274.00	319.00
Plus 3 years	274.00	319.00	364.00
Plus 4 years	319.00	364.00	
Plus 5 years or more	364.00		

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

Table 1(b) - Weekly Rates - Industry/Skill Level B

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

	Highest Year of Schooling Completed		
	Year 10	Year 11	Year 12
	\$	\$	\$
School leaver	138.00 (50%) 161.00 (33%)	171.00 (33%) 193.00 (25%)	225.00
Plus 1 year out of school	193.00	225.00	259.00
Plus 2 years	225.00	259.00	304.00
Plus 3 years	259.00	304.00	346.00
Plus 4 years	304.00	346.00	
Plus 5 years or more	346.00		

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

Table 1(c) - Weekly Rates - Industry/Skill Level C

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

	Highest Year of Schooling Completed		
	Year 10	Year 11	Year 12
	\$	\$	\$
School leaver	138.00 (50%) 161.00 (33%)	171.00 (33%) 193.00 (25%)	214.00
Plus 1 year out of school	193.00	214.00	240.00
Plus 2 years	214.00	240.00	269.00
Plus 3 years	240.00	269.00	301.00
Plus 4 years	269.00	301.00	
Plus 5 years or more	301.00		

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

Table 1(d) - School-Based Traineeships

	Year of Schooling	
	Year 11	Year 12
	\$	\$
School based traineeships Skill Levels A, B and C	176.00	193.00

Table 1(e) - Hourly Rates for Trainees Who Have Left School

Skill Level A	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	5.79	6.34	7.73
Plus 1 year after leaving school	6.34	7.73	9.01
Plus 2 years	7.73	9.01	10.49
Plus 3 years	9.01	10.49	11.97
Plus 4 years	10.49	11.97	
Plus 5 years or more	11.97		
Skill Level B			
School leaver	5.79	6.34	7.40
Plus 1 year after leaving school	6.34	7.40	8.52
Plus 2 years	7.40	8.52	10.00
Plus 3 years	8.52	10.00	11.38
Plus 4 years	10.00	11.38	
Plus 5 years or more	11.38		
Skill Level C			
School leaver	5.79	6.34	7.04
Plus 1 year after leaving school	6.34	7.04	7.89
Plus 2 years	7.04	7.89	8.85
Plus 3 years	7.89	8.85	9.90
Plus 4 years	8.85	9.90	
Plus 5 years or more	9.90		

Table 1(f) - Hourly Rates for School-Based Traineeships

	Year of Schooling	
	Year 11	Year 12
	\$	\$
Skills levels A, B and C	5.79	6.34

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

- (2) The following monetary rates shall apply from the beginning of the first full pay period on or after 8 August, 2001.

Table 2(a) - Weekly Rates - Industry/Skill Level A

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

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

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

Table 2(b) - Weekly Rates - Industry/Skill Level B

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

	Highest Year of Schooling Completed		
	Year 10	Year 11	Year 12
School leaver	\$ 142.00 (50%)	\$ 176.00 (33%)	\$ 231.00
Plus 1 year out of school	165.00 (33%) 198.00	198.00 (25%) 231.00	266.00
Plus 2 years	231.00	266.00	312.00
Plus 3 years	266.00	312.00	356.00
Plus 4 years	312.00	356.00	
Plus 5 years or more	356.00		

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

Table 2(c) - Weekly Rates - Industry/Skill Level C

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

	Highest Year of Schooling Completed		
	Year 10	Year 11	Year 12
School leaver	\$ 142.00 (50%)	\$ 176.00 (33%)	\$ 221.00
Plus 1 year out of school	165.00 (33%) 198.00	198.00 (25%) 221.00	248.00
Plus 2 years	221.00	248.00	278.00
Plus 3 years	248.00	278.00	311.00
Plus 4 years	278.00	311.00	
Plus 5 years or more	311.00		

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

Table 2(d) - School-Based Traineeships

	Year of Schooling	
	Year 11	Year 12
	\$	\$
School based traineeships Skill Levels A, B and C	181.00	198.00

Table 2(e) - Hourly Rates for Trainees Who Have Left School

Skill Level A	Year 10	Year 11	Year 12
	\$	\$	\$
School leaver	5.95	6.51	7.93

Plus 1 year after leaving school	6.51	7.93	9.24
Plus 2 years	7.93	9.24	10.76
Plus 3 years	9.24	10.76	12.30
Plus 4 years	10.76	12.30	
Plus 5 years or more	12.30		
Skill Level B			
School leaver	5.95	6.51	7.60
Plus 1 year after leaving school	6.51	7.60	8.75
Plus 2 years	7.60	8.75	10.26
Plus 3 years	8.75	10.26	11.71
Plus 4 years	10.26	11.71	
Plus 5 years or more	11.71		
Skill Level C			
School leaver	5.95	6.51	7.27
Plus 1 year after leaving school	6.51	7.27	8.16
Plus 2 years	7.27	8.16	9.14
Plus 3 years	8.16	9.14	10.23
Plus 4 years	9.14	10.23	
Plus 5 years or more	10.23		

Table 2(f) - Hourly Rates for School-Based Traineeships

	Year of Schooling	
	Year 11	Year 12
	\$	\$
Skills levels A, B and C	5.95	6.51

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

- (3) The following monetary rates shall apply from the beginning of the first full pay period on or after 8 October, 2001.

Table 3(a) - Weekly Rates - Industry/Skill Level A

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

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

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

Table 3 (b) - Weekly Rates - Industry/Skill Level B

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

	Highest Year of Schooling Completed		
	Year 10	Year 11	Year 12
School leaver	\$ 187.00	\$ 205.00	\$ 239.00
Plus 1 year out of school	205.00	239.00	275.00
Plus 2 years	239.00	275.00	323.00
Plus 3 years	275.00	323.00	368.00
Plus 4 years	323.00	368.00	
Plus 5 years or more	368.00		

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

Table 3(c) - Weekly Rates - Industry/Skill Level C

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

	Highest Year of Schooling Completed		
	Year 10	Year 11	Year 12
School leaver	\$ 187.00	\$ 205.00	\$ 230.00
Plus 1 year out of school	205.00	230.00	258.00
Plus 2 years	230.00	258.00	289.00
Plus 3 years	258.00	289.00	323.00
Plus 4 years	289.00	323.00	
Plus 5 years or more	323.00		

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

Table 3 (d) - School-Based Traineeships

	Year of Schooling	
	Year 11	Year 12
	\$	\$
School based traineeships Skill Levels A, B and C	187.00	205.00

Table 3(e) - Hourly Rates for Trainees Who Have Left School

Skill Level A	Year 10	Year 11	Year 12
	\$	\$	\$
School leaver	6.15	6.74	8.19
Plus 1 year after leaving school	6.74	8.19	9.54
Plus 2 years	8.19	9.54	11.09
Plus 3 years	9.54	11.09	12.70
Plus 4 years	11.09	12.70	
Plus 5 years or more	12.70		
Skill Level B			
School leaver	6.15	6.74	7.86

Plus 1 year after leaving school	6.74	7.86	9.05
Plus 2 years	7.86	9.05	10.63
Plus 3 years	9.05	10.63	12.11
Plus 4 years	10.63	12.11	
Plus 5 years or more	12.11		
Skill Level C			
School leaver	6.15	6.74	7.57
Plus 1 year after leaving school	6.74	7.57	8.49
Plus 2 years	7.57	8.49	9.51
Plus 3 years	8.49	9.51	10.63
Plus 4 years	9.51	10.63	
Plus 5 years or more	10.63		

Table 3(f) - Hourly Rates for School-Based Traineeships

	Year of Schooling	
	Year 11	Year 12
	\$	\$
Skills levels A, B and C	6.15	6.74

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

APPENDIX A - INDUSTRY SKILL LEVELS

Industry/Skill Level A:

Office Clerical
Commonwealth Public Sector Clerical
State Public Sector Clerical
Local Government Clerical
Finance, Property and Business Services

Industry/Skill Level B:

Wholesale and Retail
Recreation and Personal Services
Transport and Storage
Manufacturing

Industry/Skill Level C:

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

SURVEYORS' ASSISTANTS (STATE) INDUSTRIAL COMMITTEE

INDUSTRIES AND CALLINGS

Surveyors' assistants in the State, excluding the County of Yancowinna;
excepting employees of -

State Rail Authority of New South Wales;
State Transit Authority of New South Wales;
The Water Board;
The Hunter District Water Board;
The Council of the City of Sydney;
Sydney Electricity;
The Electricity Commission of New South Wales, trading as Pacific Power;
The Broken Hill Proprietary Company Limited;
Shire and Municipal Councils;
Australian Iron and Steel Proprietary Limited, within the jurisdiction of the Iron and Steel Works Employees (Australian Iron & Steel Proprietary Limited) Industrial Committee and the Quarries (Australian Iron and Steel Pty Limited) Industrial Committee;
Australian Wire Industries Pty Ltd at its Newcastle Wiremill;
Blue Circle Southern Cement Limited;
The Council of the City of Newcastle;
The Australian Gas Light Company;

and excepting -

Employees within the jurisdiction of the Special Steels and Steel Products Manufacture (Commonwealth Steel Company Limited) Industrial Committee; the Tubemakers of Australia Limited, Newcastle Industrial Committee; the County Councils (Electricity Undertakings) Employees Industrial Committee; the Crown Employees (General) Industrial Committee (other than surveyors' labourers); the Crown Employees (Professional) Industrial Committee; the John Lysaght (Australia) Limited Port Kembla Industrial Committee; the John Lysaght (Australia) Limited Unanderra Industrial Committee and the Cement Workers, &c. (State) Industrial Committee.

B. W. O'NEILL, Commissioner

Printed by the authority of the Industrial Registrar.

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SERIAL C0573

CONFECTIONERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 5678, 5680, 5682 of 1999 and 1943 of 2001)

Before Mr. Deputy President Grayson

21 May and 26 June 2001

REVIEWED AWARD**Arrangement**

Clause No.	Subject Matter
1.	Definitions
2.	Classifications (Definitions)
3.	Contract of Employment
4.	Utilisation of Skills
5.	Part-time and Casual Employees
6.	Hours
7.	Shift Work
8.	Overtime and Sunday Work
9.	Meal Hours and Rest Periods
10.	Wages
11.	Mixed Functions
12.	First-aid Allowance and Heat Allowance
13.	Payment of Wages
14.	Supported Wage
15.	Holidays
16.	Long Service Leave
17.	Annual Leave
18.	Annual Holidays Loading
19.	Sick Leave
20.	Personal/ Carer's Leave
21.	Bereavement Leave
22.	Jury Service
23.	Redundancy
24.	Protective Clothing
25.	Tools of Trade
26.	First-aid
27.	Amenities
28.	Dispute Procedure
29.	Anti-Discrimination
30.	Right of Entry
31.	Posting of Notices
32.	Enterprise Consultative Mechanism
33.	Award to be Posted

34. Area, Incidence and Duration

PART B**MONETARY RATES**

Table 1	Rates of Pay
Table 2	Other Rates and Allowances

1. Definitions

In this award, except where otherwise clearly intended:

- (a) "Operating Machine" shall mean controlling the working action of a machine and accepting responsibility for the observance of the manufacturing specifications of the process. This shall not be taken to mean the sole process of starting or stopping a machine.
- (b) "Assisting with Machine Operation" shall mean assisting with the operation of a machine under the direction of the operator in charge or of the supervisory staff.
- (c) "Setting up Machine" shall mean the carrying out of final machine adjustments and making ready before a machine can be successfully operated.
- (d) "Attending Machine" shall mean the feeding or removal of raw materials or partly manufactured materials to or from the feeding or delivery ends of a machine performed under the direction of a higher group employee or of the supervisory staff.
- (e) "Part-time Employee" shall mean an Employee who is employed or who offers for employment in accordance with the provisions of Clause 5, Part-time Employees, or within the provisions of the *Industrial Relations Act 1996*.
- (f) "Casual Employee" shall mean an employee engaged and paid in accordance with Clause 5, Casual Employees, providing a 20 per cent ratio of casual employees to the total number of employees employed under this award.

2. Classifications (Definitions)

Level 5 - Trainee Entry Level Relativity 76%

A new employee, i.e., one who is within the first six months of continuous employment undertaking training which may include, for example, food hygiene and basic quality control.

Level 4 - Unskilled Employee Relativity 79%

An employee engaged primarily in manual duties such as packing at the end of a production line or general labouring duties. Although an employee at this level is not required to use the types of machinery set out in Level 3 and above, duties may include the use of simple hand tools (including staple guns, etc.) and equipment which is ancillary to the production process (e.g., case sealing).

Level 3 - Semi-skilled Employee Relativity 82%

An employee whose primary function is the operation of semi-automatic or automatic production/packaging machinery. Here the machine operation is generally of a repetitious nature requiring basic machine set up and adjustment, quality control and fault finding.

Level 2 - Skilled Employee Relativity 89%

An employee at this level uses a high degree of product and process knowledge and has considerable input into the quality of the finished product.

These skills may be used:

- (a) in the operation of machinery which is of a more complex nature than specified at Level 3, requiring fine machine adjustment and the exercise of individual judgement; and/or

- (b) in the manufacture of the product.

The employee operates under routine supervision individually or in a team environment and may have some V.D.U. skills. The employee can be engaged in inventory control recording and fork lift operation. The employee is also able to assist in training.

Level 1 - Multi-skilled Employee

Relativity 93%

An employee who is capable of performing the tasks within Levels 2, 3 and 4. In addition, because of the skills and experience attained within the plant, is called upon to operate a wide range of machines or perform a wide range of tasks and train other employees.

NOTE: It is agreed between the parties that workers should not be placed in a level unless they have the training and experience necessary to perform the full range of functions comprehended by the level and are actually required to perform those functions.

3. Contract of Employment

- (a) All employees other than casual employees shall be engaged as weekly hands. The employment of a weekly hand shall be terminated by a week's notice on either side or payment or forfeiture of a week's pay in lieu of such notice. Notice shall not be continued from week to week; provided that employment shall be terminated by one hour's notice on either side, to be given at any time during the first four weeks of employment.
- (b) The foregoing shall not affect the right of an employer to dismiss an employee without notice for malingering, inefficiency, neglect of duty or misconduct and in such cases wages shall be paid up to the time of dismissal only.
- (c) For the purposes of this clause, weekly hand shall include part-time employee.
- (d) No employer shall discharge any person merely because of the fact that the work they perform can be done by a junior.

4. Utilisation of Skills

- (a) Employees shall be employed to carry out such duties as directed by an employer that are within the limits of the employee's skill, competence and training.
- (b) An employee may at any time be directed to carry out such duties and use such tools and equipment as may be directed by an employer provided that the employee has been properly trained in the use of such tools and equipment.

5. Part-time and Casual Employees

- (a) Part-time Employees -
 - (i) Ordinary hours of work of part-time employees shall not be less than 20 per week or more than 35 per week such hours to be fixed on a regular daily basis.
 - (ii) The provisions of this award with respect to annual leave, sick leave and holidays shall apply, pro rata, to part-time employees. In addition, general conditions of employment shall apply.
 - (iii) Notwithstanding the provisions of subclauses (a) and (b) of this clause, an employee and an employer may agree, in writing, to observe other conditions in accordance with the *Industrial Relations Act 1996*.
 - (iv) Part-time employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by 38 calculated to the nearest ten cents, any broken part of ten cents in the result not exceeding half of ten cents to be disregarded.

(b) Casual Employees -

Casual employees shall be paid an hourly rate equal to the appropriate weekly rate divided by 38 plus 15 per cent, calculated to the nearest half cent with a minimum payment on any one day of four hours. The 15 per cent loading shall be in lieu of payment for sick leave and public holidays.

6. Hours

(a) The ordinary hours of day workers shall be an average of 38 per week worked on one of the following basis:

- (i) 38 hours within a period not exceeding seven consecutive days;
- (ii) 76 hours within a period not exceeding 14 consecutive days;
- (iii) 114 hours within a period not exceeding 21 consecutive days;
- (iv) 152 hours within a period not exceeding 28 consecutive days;

to be worked on not more than five days per week, Monday to Friday, inclusive, between the hours of 6.00 a.m. and 6.00 p.m. Provided that rostered days off may accrue by agreement between the employee and the employer to be taken at a mutually convenient time.

- (b) Every employer shall exhibit a notice whereon shall be printed the starting and finishing times. The starting and finishing times having once been fixed by an employer shall not be altered, unless by mutual agreement between the employer and their employees, without giving once week's notice thereof. Such notice as to either starting or finishing times, or to change such times, shall be displayed in a prominent position in the factory where it may be perused by all concerned.
- (c) Working time shall commence from when an employee is present at their designated work station ready and willing to work.
- (d) By arrangement between the employer, the union and the majority of employees in the plant or work sections concerned ordinary hours not exceeding 12 on any day may be worked, subject to:
 - (i) the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12-Hour Shifts;
 - (ii) proper health monitoring procedures being introduced;
 - (iii) suitable roster arrangements being made; and
 - (iv) proper supervision being provided.

7. Shift Work

An employer may work employees on afternoon and/or night shift subject to the following conditions:

- (a) The hours of work shall be an average of 38 per week, exclusive of meal time. The time to be taken for a meal shall be 30 minutes, or as may be agreed upon by employers and the union.
- (b) Unless the union otherwise agrees, no employee who is employed during ordinary working hours shall be employed on afternoon or night shift unless they have had a break of at least 24 hours.
- (c)
 - (i) Employees working afternoon shift shall be paid a shift allowance of 15 percent of the appropriate rate prescribed by clause 10, Wages.
 - (ii) Employees working night shift shall be paid a shift allowance of 20 percent of the appropriate rate prescribed by the said clause 10.

- (d) When three shifts are worked the time shall be within the hours of 10:00p.m. Sundays and 7:00a.m. Saturdays. Rates of pay shall be double time from 10:00p.m. to 12 midnight Sundays, and as shown in subclause (c) of this clause from 12 midnight Sundays to 12 midnight Fridays and at time and a half from 12 midnight Fridays to 7:00a.m. Saturdays. Provided that, in lieu of the rate of time and a half, the shift allowance prescribed in subclause (c) of this clause shall continue to be paid after 12 midnight Friday where the major portion of the shift is worked prior to midnight.

Provided further that the rates of time and a half and double time prescribed in this subclause shall be in substitution for and not cumulative upon the allowance prescribed in subclause (c) of this clause.

- (e) All time worked outside the usual fixed times of the shift shall be paid for as overtime at the rate of time and a half of the shift rate.
- (f) Juniors 18 years of age and over employed on night shift shall be paid at least the award rate for a Confectioner Level 5, prescribed in the said clause 10, and the shift allowance prescribed in paragraph (ii) of subclause (c) of this clause calculated on such rate.
- (g) Juniors under 18 years of age shall not be employed on night shift.
- (h) Employees engaged on shift work shall be allowed two eight-minute rest periods within the duration of the shift. Such rest periods shall be counted as time worked.

The above provisions may be varied by agreement between the employer and the union.

- (i) Starting and finishing times of shifts shall be agreed upon mutually between the employer and the employee.

8. Overtime and Sunday Work

- (a) All time worked outside the ordinary hours shall be paid for at the rate of time and a half for the first two hours and double time thereafter.
- (b) All time worked on a Sunday (other than the two hours provided for shift workers in subclause (d) of clause 7, Shift Work) shall be paid for at double rates.
- (c) All time worked on Saturday, except on shift work from 12 midnight Friday to 7.00 a.m. Saturday, as prescribed in subclause (d) of the said clause 7, shall be deemed to be overtime and shall be paid for at the rate of time and one-half for the first two hours and double time thereafter.
- (d) Except as provided in subclause (e), an employee required to work overtime in excess of one and one-half hours after working ordinary hours shall be paid by their employer an amount as set out in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, to meet the cost of a meal.
- (e) Where an establishment works a short working day during the week employees may worked overtime up to 6.00 p.m. without 24 hours' notice and without payment of tea money.
- (f) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.
- (g) Any employee shall not in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this clause.
- (h) All overtime worked shall be calculated to the nearest minute.
- (i) In computing overtime each day's work shall stand alone.

- (j) An employee working overtime on a Saturday, Sunday or public holiday shall be paid the appropriate overtime rate in accordance with this clause, or clause 15, Holidays, as the case may be, and be subject to the following provisions:
 - (i) An employee directed to work four or more hours' overtime on any of the said days and after commencing overtime such overtime is cancelled by the employer, then a minimum payment of four hours' work at the appropriate rate shall apply.
 - (ii) An employee directed to work less than four hours' overtime on any of the said days and after commencing overtime such overtime is cancelled by the employer, then a minimum payment equal to the hours previously directed to work at the appropriate rate shall apply.
 - (iii) Excepting that in respect of subclauses (i) and (ii) of this clause, the minimum payment shall not apply where overtime is cancelled by the employer through circumstances beyond the employer's control.

9. Meal Hours and Rest Period

- (a) The minimum time allowed for a meal shall be 30 minutes and the maximum 45 minutes.
- (b) No employee shall be called upon to work more than five hours without a meal.
- (c) In the case of an emergency the meal time may be taken earlier or later than between the fixed hours, but the meal time having once been fixed shall not be altered more than once in any one working week.
- (d) Employees called upon to work during their fixed meal time, except in case of emergency, shall be paid time and one-half for the first half hour or part thereof and double time thereafter until such meal time is allowed.
- (e) Any employee using or handling any materials from which confectionery is made will be deemed to be employed during such meal hours and such time shall be counted as time worked.
- (f) Employees engaged on day work shall be allowed an eight-minute rest period each morning and afternoon. Such rest periods shall be counted as time worked.
- (g) The above provision may be varied by agreement between the employer and the union

10. Wages

- (a) The minimum weekly rates of pay shall be those contained in (i) Adults, of Table 1 - Rates of Pay, of Part B, Monetary Rates.
- (b) The minimum rate of pay for juniors shall be as is set out in (ii) Juniors, of Table 1 Rates of Pay, of Part B, Monetary Rates. The rates of pay for juniors shall be calculated to the nearest 10 cents.
- (c) Special Rate -
 - (i) Employees engaged on hand or fork dipping chocolate goods and/or hand filling and tapping chocolate moulds for casing or shell work shall be paid at the rate of ten per cent above the appropriate rate.
 - (ii) Employees engaged on hand decorating, hand marking by means of fork, piping bag or any other contrivance, filling chocolate with cream or other substance with bag, pot or other contrivance, hand frosting, dipping French bon bons in cream or any other substance, shall be paid ten per cent in addition to the appropriate rates prescribed for employees.
 - (iii) Foreperson shall be paid not less than 15 per cent above the rate for a Confectioner Level 5.

NOTATION: It is recommended that in circumstances where wage rates prescribed by this clause are increased by order of the Industrial Relations Commission of New South Wales pursuant to section 17 of the *Industrial Relations Act 1996*, as a result of a decision of a Full Bench of the Australian Industrial Relations Commission to reflect movements in the Consumer Price Index as a result of wage indexation cases, employers party to this award apply the indexation increase to an employee's actual rate of pay as defined hereunder.

"Actual rate of pay" in respect of this award is defined, as the total amount an employee would normally receive for performing 38 hours of ordinary work. Provided that such rate shall expressly exclude overtime, penalty rates, disability allowances, shift allowances, special rates, and any other ancillary payments of a like nature. Provided further that this definition shall not include production bonuses and other methods of payment by results which, by virtue of their basis of calculation, already produce the result intended hereby.

- (d) Any wage rate increased in a restructuring and efficiency agreement, whether ratified by the Industrial Relations Commission or otherwise, shall not be subject to any increase in rates of pay in this award.
- (e) 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.
- (f) Employees engaged on piecework shall be paid the award rate plus 10 per cent. No competition or prize system shall operate.

11. Mixed Functions

An employee engaged for more than four hours on a day or shift, on duties carrying a higher rate than their ordinary skill level, shall be paid the higher rate for such day or shift. If an employee is engaged for four hours or less during a day or shift, they shall be paid the higher rate for the time so worked.

12. First-aid Allowance and Heat Allowance

- (a) First-aid Allowance - An employee appointed by the employer to perform first-aid duties and who holds a current first-aid certificate, shall be paid an allowance per week extra as set out in Item 1 of Table 2 - Other Rates and allowances, of Part B, Monetary Rates.
- (b) Heat Allowance - Employees required to work in areas where the temperature exceeds 46 degrees Celsius shall be paid the additional allowances for the duration of such work as set out in Item 2 of Table 2.

13. Payment of Wages

- (a) Wages shall be paid weekly or fortnightly.
- (b) An employer shall not keep more than two days in hand.
- (c) All wages shall be paid during working hours.
- (d) If an employee leaves their employment or is dismissed they shall, provided that the necessary money is then available at the factory office, be paid their wages upon leaving, or they shall be forwarded to them by post as soon as practicable.
- (e) Wages may be paid by means of cash, electronic funds transfer or cheque.

14. Supported Wage

- (a) **Workers Eligible for a Supported Wage** - This clause defines the conditions which will apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this award. In the context of this clause, the following definitions will apply:
- (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.
- (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 a disability support pension. This clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment. The clause also 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 has 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 (iv))	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 not be 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 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 shall 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) **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 redesign of job duties, working time arrangements and work organisation in consultation with other workers in the area.
- (i) **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 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 trialled.
 - (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 this subclause.

15. Holidays

- (a) Employees shall be paid for the following holidays: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other

gazetted public holidays; provided that no payment shall be made for any of the holidays mentioned should they be observed on a Saturday or Sunday.

- (b)
 - (i) In addition to the above holidays all employees shall be entitled to one additional day as a paid holiday each year.
 - (ii) Such holiday shall be at a date to be agreed upon each year between the employer and the union.
 - (iii) If in any establishment there are employees who are in receipt of an additional public holiday or picnic day which is on a date other than the day agreed in accordance with paragraph (ii) of this subclause, then that other day may be substituted for this additional public holiday at the sole discretion of the employer.
- (c) Any work performed on the abovementioned holidays shall be paid for at the rate of double time and one-half except as provided in subclauses (e) and (f) of this clause.
- (d) An employee entitled to payment for holidays who has been employed for at least three months shall not have his services dispensed with (except in cases of malingering, inefficiency, neglect of duty or misconduct) for at least one week prior to any of the abovementioned holidays without payment for such holidays.
- (e) Pieceworkers working on any of the holidays mentioned in this clause shall, in addition to the piecework earnings, be paid at the rate of ordinary time and one-half for such holidays.
- (f) Non-continuous shift workers for any work performed on the abovementioned holidays shall be paid at the rate of double time and one-half of the shift work rate. Continuous shift workers for any work performed on the abovementioned holidays shall be paid at the rate of double the shift work rate.
- (g) Employees shall be entitled to and shall receive payment for the holidays prescribed in this clause; provided that, except in the case of employees absent on account of sickness or accident or with the consent of the employer, they shall be available for duty on the last working day preceding and the first working day succeeding such holiday.

16. Long Service Leave

See *Long Service Leave Act 1955*.

17. Annual Leave

See *Annual Holidays Act 1944*.

18. Annual Holidays Loading

- (a) In this clause the *Annual Holidays Act 1944* is referred to as "the Act".
- (b) Before an employee is given and takes their annual holidays, 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 their employee a loading determined in accordance with this clause. (NOTE: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause (f) of this clause.)
- (c) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this award.
- (d) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled to under the Act and this award or, where such a holiday is given and taken in separate periods, then in relation to each such separate period.

- (e) The loading is the amount payable for the period or the separate periods, as the case may be, stated in subclause (d) of this clause at the rate per week of 17.5 per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing their annual holiday together with, where applicable, the additional special rates as prescribed in subclause (iii) of clause 10, Wages, but shall not include any other allowances, penalty rates, shift allowances, overtime or any other payments prescribed by this award.
- (f) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when the employee would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (g) of this clause, applying the award rates of wages payable on that day.
- (g) Where, in accordance with the Act 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:
 - (i) 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 (f) of this clause.
 - (ii) An employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid, in addition to the amount payable to them under the Act, such proportion of the loading that would have been payable to them under this clause if the employee had become entitled to an annual holiday prior to the close-down as their qualifying period of employment in completed weeks bears to 52.
- (h)
 - (i) When the employment of an employee is terminated by their 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 they became entitled they shall be paid a loading calculated in accordance with subclause (e) of this clause for the period not taken.
 - (ii) Except as provided by paragraph (i) of this subclause no loading is payable on the termination of an employee's employment.
- (i) 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 that amount shall be paid to the employee in lieu of the loading.

19. Sick Leave

- (a) Any employee who is absent from work on account of illness or injury by accident arising out of and in the course of their employment shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:
 - (i) The employee shall not be entitled to such leave of absence unless they have been in the service of the employer concerned for at least three months immediately prior to such absence.
 - (ii) Subject to the provisions of section 50 of the *Workers' Compensation Act 1987* they shall not be entitled to such leave of absence for any period in respect of which they are entitled to workers' compensation.
 - (iii) The employee shall, within 24 hours of the commencement of such absence, inform the employer of their inability to attend at their work and, as far as practicable, state the nature of the illness or injury and the estimated duration of the absence.
 - (iv) The employee shall prove to the satisfaction of the employer that they were unable on account of such illness or injury to attend at their work on the day or days in respect where of such leave is

claimed. (For the purpose hereof the employer may require an employee to make a statutory declaration verifying the cause and length of their absence.)

- (v) The employee shall not be entitled in any year (whether during such year in the employ of one or more than one employer) to sick leave of absence in excess of 38 hours of working time nor to payment in excess of 40 hours at the ordinary rate. Provided that after the first year of service with an employer, the entitlement to sick leave during the second and subsequent years shall be sixty and eight-tenths hours.
- (vi) Where an employee claims sick leave in accordance with this clause for an absence of one day only, and in the past 12 months they have already been allowed paid sick leave on two occasions for one day only they shall not be entitled to payment for the day claimed unless they produce to the employer a certificate of a duly qualified medical practitioner that in the medical practitioner's opinion the employee was unable to attend for duty on account of personal illness or injury. Provided that in lieu of a medical certificate, the employee may submit a statutory declaration stating that the employee was unable to attend for duty on account of personal illness or injury.
- (b) For the purpose of paragraph (v) of subclause (a) of this clause, within two weeks of an employee entering their employment an employer may require an employee to make a statutory declaration or other written statement as to what leave of absence without deduction of pay they have had from any employer during the then current year and the employer shall be entitled to rely and act upon such statement.
- (c) For the purpose of this clause, "year" shall mean a year of service in the employ of the employer concerned
- (d) If the full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year; provided that an employee's entitlement shall be calculated on the basis of 40 hours in the first year of employment and 64 hours in the second and subsequent years of employment.
- (e) Where an employee other than a seasonal employee is retrenched by their employer on account of depressed economic conditions and they are re-engaged by the same employer within a period of three months, then any sick leave rights that previously accrued to that employee shall be reccredited to them on their re-employment.

20. Personal / Carer's Leave

- (a) Use of Sick Leave
 - (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause (a)(i)(B), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 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.
 - (ii) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
 - (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (A) the employee being responsible for the care of the person concerned; and
 - (B) the person concerned being:
 - (I) a spouse of the employee; or

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

- (iv) Where no election is made in accordance with the said subclause (d)(i), the employee shall be paid overtime rates in accordance with the award.
- (e) **Make-up Time**
 - (i) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (ii) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (f) **Rostered Days Off**
 - (i) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - (ii) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
 - (iii) 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.
 - (iv) 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. Bereavement Leave

- (a) An employee, other than a casual employee, shall be entitled to two days bereavement leave without deduction of pay, up to and including the day of the funeral, on each occasion of the death of a person within Australia as prescribed in subclause (c) of this clause. Where the death of a person as prescribed by the said subclause (c) occurs outside Australia, the employee shall be entitled to two days bereavement leave.
- (b) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.
- (c) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subclause (a)(iii)(B) of clause 20, Personal Carer's Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (d) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (e) Bereavement leave may be taken in conjunction with other leave available under subclauses (b), (c), (d), (e) and (f) 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.

22. Jury Service

An employee on weekly hiring required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their

attendance for such jury service and the amount of wage they would have received in respect of the ordinary time they would have worked had they not been on jury service.

An employee shall notify their employer as soon as possible of the date upon which they are required to attend for jury service. Further, 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.

23. Redundancy

(a) Application -

- (i) This clause shall apply in respect of full-time and part-time persons employed in the classifications specified by clause 2, Classifications (Definitions).
- (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	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:

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 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.

24. Protective Clothing

- (a) An employer shall periodically provide or make provision for the supply to all employees with one week's service or more of two sets of overalls or uniforms and caps, for use while working. For the purpose of this clause "uniform" shall mean:

Males: Such clothing as affords protection equivalent to a short-sleeved shirt and long trousers.
 Females: Such clothing as affords protection equivalent to a short-sleeved dress.

- (b) If the nature of an employee's work requires that they wear special footwear, gloves or suitable aprons, then these shall be supplied by the employer.
- (c) The articles so supplied, or for which provision has been made, shall be the property of the employer, who may deduct an appropriate amount from any monies due if such clothing is not returned on termination of employment.
- (d) Overalls, uniforms and caps supplied by the employer shall be laundered by the employer or, in lieu thereof, the employer shall pay a laundry allowance as set out in Item 4 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

25. Tools of Trade

The employer shall provide all tools of trade required to be used by employees in the course of their employment.

26. First-aid

The employer shall provide and maintain in every factory or workshop a properly equipped first-aid ambulance chest which shall be a suitable dustproof receptacle made of either metal or wood and shall make it available for the use of employees in some accessible place in the said factory or workshop. (See also section 60 of the *Factories, Shops and Industries Act 1962*).

27. Amenities

See provisions of the *Factories, Shops and Industries Act 1962*.

28. 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.

29. 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 doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.

30. Right of Entry

See Chapter 5, Part 7 of the *Industrial Relations Act* 1996.

31. Posting of Notices

The Union, subject to the employer's approval, shall be permitted to post notices in each factory regarding union business on notice boards provided for the purpose.

32. Enterprise Consultative Mechanism

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

33. Award to be Posted

See Chapter 7, Part 1 of *Industrial Relations Act* 1996.

34. Area, Incidence and Duration

This award rescinds and replaces the following awards:

Confectioners (State Wage Case 1996) (State) Award published 22 November 1996 (295 IG 1012) and all variations thereof.

Confectioners Family Leave Provisions (State) Award published 17 November 1995 (289 IG 593) and all variations thereof.

Confectioners Remuneration (State) Award published 30 June 1995 (286 IG 455) and all variations thereof.

This award replaces the Confectioners (State) Award published 10 February 1995 (283 I.G. 960) as varied,

It shall apply to confectioners, assistants and other employees engaged in the manufacture of confectionery, chocolate, cocoa, licorice, chewing gum or sweetmeat to the finished article, whether by hand or machine, in the State, excluding the County of Yancowinna, within the jurisdiction of the Confectioners (State) Industrial Committee.

The changes made to the award pursuant to the Award Review pursuant to Section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (308 I.G. 307) take effect on 21 May 2001.

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

PART B

MONETARY RATES

Table 1 - Rates of Pay

(i) Adult Employees -

Level	Total Rate per week \$
Level 5	392.10
Level 4	404.60
Level 3	417.10
Level 2	446.30
Level 1	463.00

(ii) Juniors -

**Percentage of Confectioner Level 4
Rate**

Under 16 Years of age	55
At 16 years of age	65
At 17 years of age	75
At 18 years of age	85
At 19 years of age	Appropriate adult rate

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount (\$)
1.	12	First-aid allowance	8.25
2.	12	Heat allowance	
		In excess of 46C.	0.28 per hour
		In excess of 56C.	0.35 per hour
3.	8	Meal allowance	7.45 per week
4.	24	Laundry allowance	2.15 per week

J. P. GRAYSON, D.P.

Confectioners (State) Industrial Committee**Industries and Callings**

Confectioners, assistants and other employees engaged in the manufacture of confectionery, chocolate, cocoa, licorice, chewing gum or sweetmeat to the finished article, whether by hand or machine, in the State, excluding the County of Yancowinna;

Excepting -

Engine drivers and firepersons, greasers, trimmers, cleaners and pumpers, engaged in or about the driving of engines, electrical crane, winch and motor drivers; and

Carter, grooms, stablepersons, yard persons, and drivers of motor and other power propelled vehicles.

Printed by the authority of the Industrial Registrar.

(388)

SERIAL C0730

ICE CREAM COLD STORAGE (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Meat Industry Employees' Union New South Wales Branch, industrial organisation of employees.

(No. IRC 6046 of 2000)

Before the Honourable Mr Justice Peterson

21 February 2001

VARIATION

1. Delete subclause (iv) of clause 5, Wage Rates of the award published 4 December 1992 (272 I.G. 790), 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 Case 2000. This adjustment may be offset against:
 - (a) any equivalent overaward payments; and/or
 - (b) award wage increase 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

	Former Rate per week \$	Increase per week incorporating SWC 2000, SWC 1999, SWC 1998, SWC 1997 and SWC 1994 \$	Total Rate per week \$
Gd.1 Trainee	370.30	75.00	445.30
Gd. 2 General Hand, Order Picker, Packer/Forklift Driver	381.60	75.00	456.60
Gd. 3 Turret Truck/Crane Driver	395.40	75.00	470.40
Gd. 4 Leading Hand	409.80	75.00	484.80
Gd. 5 Senior Leading Hand	411.20	75.00	486.20

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	Amount (\$)
1	4(iii)(d)	Afternoon Shift	12.55 per shift
2	7(ii)	Working in Freezing Room with a temperature -	Per hour
		between 0OC and minus 180C	0.94
3		between minus 190C and minus 250C	1.02
4		between minus 250C and below	1.44
5	10(vi)	Meal Allowance	4.90

3. This variation shall take effect from the first full pay period to commence on or after 21 February 2001.

R. J. PETERSON, *J.*

Printed by the authority of the Industrial Registrar.

(1098A)

SERIAL C0675

**APS OPERATIONS SEVEN HILLS (WAREHOUSE, MAINTENANCE
AND QC LABORATORY) ENTERPRISE BARGAINING AWARD 1995**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 5136 of 1999)

Before Commissioner McLeay

2 November 1999

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the APS Operations Seven Hills (Warehouse, Maintenance and QC Laboratory) Enterprise Bargaining Award 1995 published 12 January 1996 (290 I.G. 94) be rescinded on and from 2 November 1999.

J McLEAY, Commissioner.

Printed by the authority of the Industrial Registrar.

(1083)

SERIAL C0677

**ARNOTT'S BISCUITS LIMITED (NSW DIVISION) HOMEBUSH
MANUFACTURING FACILITY CONSENT ENTERPRISE
AGREEMENT AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 5143 of 1999)

Before Commissioner McLeay

2 November 1999

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Arnott's Biscuits Limited (NSW Division) Homebush Manufacturing Facility Consent Enterprise Agreement Award published 17 November 1995 (289 I.G. 559) be rescinded on and from 2 November 1999.

J. McLEAY, Commissioner.

Printed by the authority of the Industrial Registrar.

(646)

SERIAL C0682

SYDNEY HARBOUR BRIDGE EMPLOYEES AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 6131 of 1999)

Before the Honourable Justice Marks

6 April 2001

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Sydney Harbour Bridge Employees Award published 4 January 1984 (232 I.G. 5), as varied, be rescinded on and from 6 April 2001.

Printed by the authority of the Industrial Registrar.

(1153)

SERIAL C0710

HALMAC SERVICES ENTERPRISE (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 1061 of 2001)

Before the Honourable Mr Deputy President Harrison

21 May 2001

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Halmac Services Enterprise (State) Award published 23 August 1996 (294 I.G. 530), as varied, be rescinded on and from 21 May 2001.

(Note: The conditions of employment formerly provided for in the said award are now regulated by the Ralph M. Lee Pty Ltd (Incorporating Halmac) Enterprise Agreement 2000-2003 made in Matter No. IRC 5038 of 2000.)

R. W. HARRISON, *D.P.*

Printed by the authority of the Industrial Registrar.

(1348)

SERIAL C0744

**REDBANK POWER STATION CONSTRUCTION
CONSENT AWARD 1999**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1237 of 2001)

Before Mr Deputy President Sams

31 May 2001

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Redbank Power Station Construction Consent Award 1999 published 27 October 2000 (319 I.G. 959) be rescinded on and from 31 May 2001.

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

Printed by the authority of the Industrial Registrar.

(2049)

SERIAL C0712

**LIFESAVERS (AUSTRALASIA) LIMITED STOREMEN AND
PACKERS (STATE) SUPERANNUATION AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1113 of 2001)

Before Commissioner Patterson

4 June 2001

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Lifesavers (Australasia) Limited Storemen and Packers (State) Superannuation Award published 11 January 1989 (251 I.G. 173) be rescinded on and from 4 June 2001.

R. J. PATTERSON, Commissioner.

Printed by the authority of the Industrial Registrar.

(1442)

SERIAL C0715

MLC NORTH SYDNEY REFURBISHMENT PROJECT AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1137 of 2001)

Before Commissioner O'Neill

25 May 2001

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the MLC North Sydney Refurbishment Project Award published 28 April 2000 (315 I.G. 268) be rescinded on and from 25 May 2001.

B. W. O'NEILL, Commissioner.

Printed by the authority of the Industrial Registrar.

(2119)

SERIAL C0700

**ENGINEERING (NATIONWIDE NEWS PTY LTD)
SUPERANNUATION (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 1024 of 2001)

Before Commissioner O'Neill

25 May 2001

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Engineering (Nationwide News Pty Ltd) Superannuation (State) Award published 28 June 1989 (252 I.G. 1052) be rescinded on and from 25 May 2001.

B. W. O'NEILL, Commissioner.

Printed by the authority of the Industrial Registrar.

(2106)

SERIAL C0726

**PRINTERS (FAIRFAX COMMUNITY NEWSPAPERS PTY LIMITED)
SUPERANNUATION (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 1202 of 2001)

Before Commissioner O'Neill

25 May 2001

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Printers (Fairfax Community Newspapers Pty Limited) Superannuation (State) Award published 19 April 1989 (252 I.G. 207) be rescinded on and from 25 May 2001.

B. W. O'NEILL, Commissioner.

Printed by the authority of the Industrial Registrar.

(2047)

SERIAL C0729

**PRINTERS (JOHN FAIRFAX AND SONS LIMITED)
SUPERANNUATION (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 1203 of 2001)

Before Commissioner O'Neill

25 May 2001

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Printers (John Fairfax and Sons Limited) Superannuation (State) Award published 7 September 1988 (249 I.G. 1039) be rescinded on and from 25 May 2001.

B. W. O'NEILL, Commissioner.

Printed by the authority of the Industrial Registrar.

(1438)

SERIAL C0697

CASTLE HILL TOWERS (STAGE 2A) PROJECT AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 917 of 2001)

Before Commissioner O'Neill

25 May 2001

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Castle Hill Towers (Stage 2A) Project Award published 12 May 2000 (315 I.G. 664) be rescinded on and from 25 May 2001.

B. W. O'NEILL, Commissioner.

Printed by the authority of the Industrial Registrar.

(1161)

SERIAL C0674

P & O FOOD SERVICES (BHP SITES) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3728 of 1999)

Before the Honourable Justice Marks

13 December 2000

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the P & O Food Services (BHP Sites) Award published 15 November 1996 (295 I.G. 926) be rescinded on and from 13 December 2000.

F. MARKS J.

Printed by the authority of the Industrial Registrar.

(2059)

SERIAL C0699

**CLEANERS AND SECURITY OFFICERS' (JOHN FAIRFAX AND
SONS LIMITED) SUPERANNUATION (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 929 of 2001)

Before Commissioner Patterson

7 June 2001

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Cleaners and Security Officers' (John Fairfax and Sons Limited) Superannuation (State) Award published 11 January 1989 (251 I.G. 233), as varied, be rescinded on and from 7 June 2001.

R. J. PATTERSON, Commissioner.

Printed by the authority of the Industrial Registrar.

(257)

SERIAL C0665

**BREAD VENDORS QUALITY BAKERS AUSTRALIA LIMITED
(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 2253 of 1999)

Before Mr Deputy President Sams

12 June 2001

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Bread Vendors Quality Bakers Australia Limited (State) Award published 26 February 1993 (273 I.G. 660) be rescinded on and from 2 July 1999.

P. J. SAMS D.P.

Printed by the authority of the Industrial Registrar.

(719)

SERIAL C0719

**OTIS AUSTRALIAN SERVICE CENTRE ENTERPRISE BARGAINING
(STATE) AWARD 1992**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1184 of 2001)

Before Commissioner Patterson

8 June 2001

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Otis Australian Service Centre Enterprise Bargaining (State) Award 1992 published 18 June 1993 (275 I.G. 664) be rescinded on and from 8 June 2001.

R. J. PATTERSON, Commissioner.

Printed by the authority of the Industrial Registrar.

(320A)

SERIAL C0692

**AVON PRODUCTS PTY LIMITED (BROOKVALE) CONSENT
AWARD 1994**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 858 of 2001)

Before Mr Deputy President Sams

15 June 2001

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Avon Products Pty Limited (Brookvale) Consent Award 1994 published 21 April 1995 (285 I.G. 414), as varied, be rescinded on and from 15 June 2001.

P. J. SAMS D.P.

Printed by the authority of the Industrial Registrar.

(1181)

SERIAL C0659

NATIONAL FOODS MILK (TAREE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1148 of 2001)

Before the Honourable Justice Kavanagh

12 June 2001

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the National Foods Milk (Taree) Award published 28 July 2000 (317 I.G. 316) be rescinded on and from 12 June 2001.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

(2090)

SERIAL C0686

**ASSOCIATED PRODUCTS AND DISTRIBUTION PTY LIMITED
SUPERANNUATION (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 833 of 2001)

Before Commissioner Patterson

4 June 2001

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Associated Products and Distribution Pty Limited Superannuation (State) Award published 24 November 1989 (253 I.G. 699) be rescinded on and from 4 June 2001.

R. J. PATTERSON, Commissioner.

Printed by the authority of the Industrial Registrar.

(810)

SERIAL C0647

**STOREMEN AND PACKERS - TNT WAREHOUSING PTY LTD
(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 2889 of 2000)

Before Commissioner Patterson

4 June 2001

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Storemen and Packers - TNT Warehousing Pty Ltd (State) Award published 21 December 1990 (260 I.G. 1109), as varied, be rescinded on and from 4 June 2001.

R. J. PATTERSON, Commissioner.

Printed by the authority of the Industrial Registrar.

(2022)

SERIAL C0645

**STOREMEN AND PACKERS RETAIL DISTRIBUTION
MANAGEMENT SUPERANNUATION AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2847 of 2000)

Before Commissioner Patterson

4 June 2001

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Storemen and Packers Retail Distribution Management Superannuation Award published 2 November 1988 (250 I.G. 491) be rescinded on and from 4 June 2001.

R. J. PATTERSON, Commissioner.

Printed by the authority of the Industrial Registrar.

(1225)

SERIAL C0680

**KMART AUSTRALIA SMITHFIELD DISTRIBUTION CENTRE
(NUW) ENTERPRISE AWARD 1996**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 5954 of 1999)

Before Commissioner Patterson

4 June 2001

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the KMart Australia Smithfield Distribution Centre (NUW) Enterprise Award 1996 published 23 May 1997 (298 I.G. 604), as varied, be rescinded on and from 4 June 2001.

R. J. PATTERSON, Commissioner.

Printed by the authority of the Industrial Registrar.

(451)

SERIAL C0860

SYDNEY WATER AWARD 1994

Erratum to Serial No. B8822 published 26 May 2000

(315 I.G. 1189)

(No. IRC 265 of 1999)

ERRATUM

1. Delete all reference to the variation (Note: See Serial No. B8822 published 26 May 2000 (315 I.G. 1173)).

T. E. McGRATH, Industrial Registrar.

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SERIAL C0687

OBSOLETE AWARDS

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Notices of Award Reviews pursuant to section 19 of the *Industrial Relations Act* 1996.

(No. IRC 839 and 840 of 2001)

Before Commissioner Patterson

8 June 2001

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the following awards be rescinded on and from 8 June 2001:

Award Code	Award Title
1313	Australian Co-operative Foods Limited Northern New South Wales Maintenance and Service Employees Enterprise Award published 3 April 1998 (304 I.G. 183), as varied.
1318	Australian Co-operative Foods Limited Sydney Metropolitan, Orange and Wollongong Maintenance and Service, Nursing and Clerical Enterprise Award published 5 June 1998 (305 I.G. 1), as varied.

R. J. PATTERSON, Commissioner.

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