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NEW SOUTH WALES
INDUSTRIAL GAZETTE

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(1621)

SERIAL C1437**DEVRO PTY LIMITED OPERATING EMPLOYEES AWARD 2002**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Notification under section 130 by Devro Pty Limited of a dispute with The Australasian Meat Industry Employees' Union, New South Wales Branch.

(No. IRC 178 of 2002)

Before Commissioner O'Neill

9 April 2002

AWARD**Arrangement**

Clause No.	Subject Matter
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3.	Anti-Discrimination
4.	Consultative Committee
5.	Disputes Procedure
6.	Rates of Pay and Classification Structure
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1. Title

- 1.1 This Award shall be known as the Devro Pty Limited Operating Employees Award 2002.

2. Area, Incidence and Duration

- 2.1 This Award shall have operation at Devro Pty Limited's premises at 139 Sydney Road Kelso NSW 2795 and 46 Vale Road Bathurst NSW 2795 in respect of operating employees who are, or are eligible to be, members of The Australasian Meat Industry Employees' Union, New South Wales Branch.
- 2.2 The Award shall be binding upon:
- (a) Devro Pty Limited (hereinafter referred to as "the Company") in respect of its premises at 139 Sydney Road Kelso NSW 2795 and 46 Vale Road Bathurst NSW 2795 and all operating employees in the classifications contained herein; and
 - (b) The Australasian Meat Industry Employees' Union, New South Wales Branch (hereinafter referred to as "the Union").
- 2.3 This Award rescinds and replaces the Devro Teepak Pty Limited Operating Employees Enterprise Agreement 1998 (EA98/96) approved pursuant to the *Industrial Relations Act 1996* (NSW), and all other agreements whether registered or not made by the parties bound hereby.
- 2.4 This Award shall take effect from the beginning of the first full pay period to commence on or after 3 February 2002. The wage rates prescribed in Annexure A shall be payable from the first pay period on or after 3 February 2002.
- 2.5 The Award shall remain in force until 3 February 2003.
- 2.6 The Company reserves the right not to consent to the application if the application seeks to vary any other part of this Award.

3. Anti-Discrimination

- 3.1 It is the intention of the parties bound by this Award to seek to achieve the objective of in section 3(f) of the *Industrial Relations Act 1996* (NSW), to prevent and eliminate discrimination in the workplace on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 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 effect. 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* (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 3.4 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 body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977* (NSW); or
 - (d) 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 by the parties by the legislation referred to in this clause.

NOTES

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

4. Consultative Committee

- 4.1 A Consultative Committee which is formed of representatives of the workforce, who are elected by the workforce and Company representatives will administer the Productivity Agreement, monitor the Key Performance Indicators and Measurement Criteria and establish payment methods in respect of costs saved.

5. Disputes Procedure

- 5.1 At any stage of a dispute an employee may elect to have an "accredited shop steward" accompany such employees in any discussions undertaken under Steps 1 and 2.
- 5.2 Should the need for a "full-time" Union Official be involved in Step 3 and beyond the Union shall be informed of the dispute.

Step 1

- 5.3 When an employee has a complaint, he/she shall take the matter up with his/her immediate Supervisor. The Supervisor shall discuss the matter with the employee, obtain facts and a clear understanding of the points to be considered.
- 5.4 The Supervisor shall investigate the matter and consult the appropriate persons. He/She shall give an answer as soon as possible and in any case within three working days unless an extension of time is required (during the period Monday to Friday), in which case the employee shall be so informed.
- 5.5 The Supervisor shall ascertain whether his/her answer is satisfactory to the employee and if not, the Supervisor shall remind the employee that he/she is able to take up the matter with the next higher level in the Company's Management structure.
- 5.6 The employee should indicate his/her desire concerning the complaint when such action is required. The Supervisor shall remind the employee that he/she is able to take up the matter with the next higher level in the Company's Management structure.
- 5.7 The employee should indicate his/her desire concerning the complaint when such action is required. The Supervisor shall arrange the forthcoming interview and inform the employee of time, date and venue.
- 5.8 Should the dispute not be resolved Step 2 can be implemented.

Step 2

- 5.9 The employee shall discuss the matter with the next level of supervision or other representatives of Management, as appropriate to the department concerned, i.e. Department Head. An answer shall be given to the employee as soon as possible and in any case within one week from the time the matter was referred to the particular Management representatives.

Step 3

- 5.10 The employee who has the complaint shall refer the matter to his/her Union and the Union shall make representations on such employee's behalf to Operations, Production or Engineering Managers, or any combination thereof for decision and finalisation.

Step 4

- 5.11 The Union shall seek finalisation of the matter under dispute via Managing Director of his or her nominated representative/s.
- 5.12 Should this matter not be resolved to satisfaction under the provisions of this Step, Step 5 shall be implemented.

Step 5

- 5.13 The Union and/or the Company shall refer the matter in dispute to the Industrial Relations Commission of NSW.
- 5.14 Work will continue normally whilst the matter is dealt with as provided in Steps 1 through to 5.
- 5.15 It shall be the right of any employee to consult with the accredited Shop Steward or with the appropriate Manager at any stage in this procedure.
- 5.16 This Disputes Procedure relates to all disputes other than those concerning unsafe practices and unsafe conditions, which shall be dealt with immediately within the scope of the Company's pre-determined safety programme.

6. Rates of Pay and Classification Structure

- 6.1 A weekly employee will be paid the applicable ordinary rate of pay for the classification at which he or she is employed as set out in Annexure A hereto. Senior Operators will be appointed at the discretion of management and the rate payable will be the highest skill level under the Senior Operators control plus seven and one half percent.
- 6.2 Additional increases in rates of pay to those contained in Annexure A will be payable in consideration of measures developed through the Productivity Agreement and Workplace Consultative Committee as established in Clause 4 above. The extent of any such increases will be determined by the Company in consultation with the Workplace Committee.
- 6.3 The rates of pay contained in Annexure A are all inclusive rates covering all rates and allowances which, except as otherwise provided by the Award might be payable to employees.
- 6.4 The classification structure for Operators as set out in Annexure A is based upon the position in which the operator is employed at any time.

7. Payment of Wages

- 7.1 Payment of wages is to be made fortnightly in arrears by direct deposit to an account at either a bank, Reliance Credit Union or St. George Bank, at each employees option.

8. Terms of Employment

Full-time Employment

- 8.1 An employee not specifically engaged as a part-time or casual employee shall be engaged as a Full-time Employee.

Part Time Employment

- 8.2 A part time employee may be engaged pursuant to the provisions of Chapter 2 Part 5 of the *Industrial Relations Act 1996* (NSW).
- 8.3 An employee may be engaged to work on a part time basis for a constant number of hours which shall average less than the number of hours worked by a weekly employee.
- 8.4 A part time employee shall be paid the same ordinary hourly rate as a weekly employee and shall be entitled to leave provisions on a pro rata basis.

Casual Employment

- 8.5 A casual employee, in lieu of all leave entitlements under this Award, but excepting those derived from the *Annual Holidays Act 1944* (NSW) and *Long Service Leave Act 1955* (NSW), shall be paid a loading of 20 percent in addition to the appropriate rate of pay.

General Provisions

- 8.6 A full-time and part-time employee shall be paid by the week, and, except in the case of misconduct, justifying summary dismissal, the employment may be terminated by either party giving to the other, the appropriate notice as prescribed by subclauses 10.13 and 10.14, or payment or forfeiture of pay in lieu thereof.
- 8.7 This clause shall not affect the right of the Company to dismiss an employee without notice for refusal of duty, malingering, inefficiency, neglect of duty or misconduct, and in such cases the wages shall be payable up to the time of dismissal only.
- 8.8 The Company may direct an employee to carry out such duties as are within the limits of an employee's skill, competence and training: the employee will follow such direction.

9. New Technology

- 9.1 Should the Company desire to introduce new technology, the following provisions shall apply:
- (a) At least six months before the introduction of any such change or, if it is not practicable to do so, as early as it is practicable to give notice, the Company shall notify the relevant Union in writing of the proposed change or introduction.
 - (b) There shall be a trial period during which the new technology/machinery is to be assessed by the parties as to its effect upon employment.
 - (c) The length of the trial period or any extension of the trial period shall be as agreed between the Company and the Union, or failing agreement, such period or further period as may be ordered.
 - (d) During the trial period a committee of an agreed size comprising a representative or representatives of the Company and the Union shall monitor the operations of the new technology or equipment. Members of the monitoring committee shall have full access to any records relating to the operation of the new technology or equipment, including details or records maintained by the Company or the Union of its operation during the trial period.
 - (e) At the conclusion of the trial period the Union and the Company shall confer on any alteration to the previous system required as a result of the introduction of the new technology or equipment. In the absence of agreement as to the appropriate alteration or alterations to be made, the matter

shall be notified pursuant to section 130 of the *Industrial Relations Act 1996* (NSW), if not already the subject of proceedings under the *Industrial Relations Act 1996* (NSW).

- (f) While the foregoing procedures are being followed, work shall proceed normally and without direct action being taken in relation to issues involved in the proposed change or introduction.
- (g) For the purposes of this clause, "new technology" shall mean any new or significantly different plant, equipment layout or system design in any establishment covered by this Award which has not already been valued for the purposes of this Award by a tribunal under the *Industrial Relations Act 1996* (NSW) or any Act replacing it and in respect of which the Company or their nominated representative seeks a value for the purposes of this Award.

10. Termination, Change and Redundancy

Application

- 10.1 This clause shall apply in respect of full-time and part-time persons employed in the classifications specified by this Award.
- 10.2 The Company is required to notify the Union, in writing of the terminations and, if requested, shall hold discussions with the Union about the said terminations.

The Company's Duty to Notify

- 10.3 Where the Company has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have significant effects on employees, the Company shall notify the employees who may be affected by the proposed changes and the Union to which they belong.
- 10.4 "Significant effects" include termination of employment, major changes in the composition, operation or size of the Company'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.
- 10.5 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.

The Company's Duty to Discuss Change

- 10.6 The Company shall discuss with the employees affected and the Union to which they belong, inter alia, the introduction of the changes referred to in subclauses 10.3, 10.4 and 10.5, 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.
- 10.7 The discussions shall commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in the said subclauses 10.3, 10.4 and 10.5.
- 10.8 For the purposes of such discussions, the Company 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 the Company shall not be required to disclose confidential information the disclosure of which would adversely affect the Company.

Redundancy

Discussions before termination:

- 10.9 Where the Company has made a definite decision that the Company no longer wishes the job the employee has been doing to be done by anyone, pursuant to subclause 10.3, 10.4 and 10.5- Introduction of Change, and that decision may lead to the termination of employment, the Company shall hold discussions with the employees directly affected and with the Union to which they belong.
- 10.10 The discussions shall take place as soon as practicable after the Company has made a definite decision which will invoke the provision 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.
- 10.11 For the purpose of the discussions the Company shall, as soon as practicable, provide to the employees concerned and the Union to which they belong all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that the Company shall not be required to disclose confidential information the disclosure of which would adversely affect the Company.

Termination of Employment

Notice of Termination

- 10.12 This subclause sets out the notice provisions to be applied to terminations by the Company:
- 10.13 In order to terminate the employment of an employee, the Company 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

- 10.14 In addition to the notice above, employees over 45 years of age at the time of giving of the notice, with not less than two years' continuous service, shall be entitled to an additional week's notice.
- 10.15 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.

Notice for Technological Change

- 10.16 This subclause sets out the notice provisions to be applied to terminations by the Company for reasons arising from technology in accordance with subclauses 10.3, 10.4 and 10.5.
- 10.17 In order to terminate the employment of an employee, the Company shall give to the employee three months' notice of termination.
- 10.18 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.

Time Off During the Notice Period

- 10.19 During the period of notice of termination given by the Company, 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.

10.20 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 Company, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

Employee Leaving During the Notice Period

10.21 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 Company until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

Statement of Employment

10.22 The Company 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.

Notice to Centrelink

10.23 Where a decision has been made to terminate employees, the Company 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.

Employment Separation Certificate

10.24 The Company 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 (or such other organisation responsible for unemployment benefits).

Transfer to Lower-paid Duties

10.25 Where an employee is transferred to lower-paid duties for reasons set out in subclauses 10.3, 10.4 and 10.5, Introduction of Change, the employee shall be entitled to the same period of notice of transfer as that to which the employee would have been entitled if the employee's employment had been terminated, and the Company may, at the Company's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rates for the number of weeks of notice still owing.

Severance Pay

10.26 Where the employment of an employee is to be terminated pursuant to subclauses 10.09, 10.10 and 10.11 Redundancy, subject to further order of the Industrial Relations Commission of New South Wales, the Company 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 Company shall pay a payment of 3 weeks pay for each year, or part thereof, of service up to a maximum of 35 weeks pay.
- (b) Where an employee is 45 years of age or over, the entitlement shall be increased by 25 per cent.
- (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, over award payments, shift penalties and allowances.

Incapacity to Pay

- 10.27 Subject to an application by the Company and further order of the Industrial Relations Commission of New South Wales, the Company may pay a lesser amount (or no amount) of severance pay than that contained in subclause 10.26.
- 10.28 The Industrial Relations Commission shall have regard to such financial and other resources of the Company concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in the subclause 10.26 will have on the Company.
- 10.29 Alternative Employment - Subject to an application by the Company and further order of the Commission, the Company may pay a lesser amount (or no amount) of severance pay that contained in subclause 10.26 if the Company obtains acceptable alternative employment for an employee.

Savings Clause

- 10.30 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 the Company bound by this Award.
- 10.31 Nothing in this Award shall be construed so as to limit the obligation of the Company under clause 9, New Technology.

11. Abandonment of Employment

- 11.1 The absence of an employee from work for a continuous period exceeding three working days without the consent of the Company and without notification to the Company shall be prima facie evidence that the employee has abandoned his/her employment. Provided that:
- (a) If within a period of fourteen days from his/her last attendance at work or the date of his/her last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of the Company that he/she was absent for reasonable cause, he/she shall be deemed to have abandoned his/her employment.
 - (b) Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the Company, whichever is the later.

12. Allowances

Senior Operators

- 12.1 Where the Company appoints a Senior Operator, such employee shall be paid the rate payable to the highest skill level under the Senior Operators control plus seven and one half percent.

Occupational First Aid

- 12.2 The Company will provide on each shift for one person trained to the level of Occupational First Aid. A payment of \$10 per week will apply to each employee chosen by the Company to carry out the Occupational First Aid role.

13. Training

- 13.1 An employee in any area required by his/her Supervisor to act as a trainer of new employees shall be paid an allowance of \$5.00 per day or part thereof during which he/she is engaged in such training.
- 13.2 The period of training for an employee shall be at the discretion of the Supervisor.

- 13.3 This allowance shall not apply to employees whose normal duties include training (eg Senior Operators/Leading Hands).

14. Mixed Functions

- 14.1 An employee engaged for more than two hours during one day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If for two hours or less during one day or shift he shall be paid the higher rate for the time so worked.

15. Superannuation

- 15.1 All employees covered by this Award will join the Devro-Teepak Retirement Benefits Plan and will be bound by the Trust Deed that applies to it.

16. Hours of Work

Day Work

- 16.1 The ordinary hours of work for dayworkers shall not exceed one hundred and fifty two hours in each twenty eight-day cycle to be worked Monday to Friday inclusive. Each day is to be worked as eight hours continuously except for meal breaks. The spread of hours shall be between 6:00 am and 5:30 pm.
- 16.2 Day workers shall be entitled to an unpaid meal break of a specified duration which shall not be less than thirty minutes or more than one hour. Day workers shall be entitled to one twenty minutes each forenoon and one twenty minutes each afternoon worked to be paid as working time. Time taken for these breaks shall be mutually agreed between the Company and the employees.

Shift Work

- 16.3 The ordinary hours of work for seven day continuous shift workers shall not exceed one hundred and fifty two hours in each twenty eight day cycle. Each shift is to be worked as eight hours continuously. One compulsory overtime shift per twenty eight day cycle is mandatory for all continuous shift workers
- 16.4 Three twenty minute crib breaks shall be allowed during each shift, each of which shall be counted as time worked.
- 16.5 A shift worker whilst on a afternoon or night shift shall be paid for such shift 20 percent more than his/her ordinary rate.
- 16.6 All shift work performed on a Saturday will be paid at time and one half ordinary time rates to a shift worker for ordinary hours worked. All shift work performed on a Sunday will be paid at double ordinary time rates. Such penalties are in substitution for and not cumulative upon the shift premiums in sub-clause 16.5.
- 16.7 All shift work performed in excess of or outside the ordinary hours prescribed herein or designated in the roster shall be paid at the rate of double time.
- 16.8 The first eight hours of work performed on a Public Holiday shall be paid at the rate of double ordinary time in addition to the ordinary day's pay. All work in excess of eight hours shall be paid for at the rate of treble time.
- 16.9 An employee's place on the roster may be altered by giving not less than forty eight hours notice of such change. If less than forty eight hours notice is given the employee shall be entitled to payment pursuant to subclause 16.7 hereof until the expiration of forty eight hours for all time worked outside his or her ordinary hours.
- 16.10 In this clause and wherever used, the following words or phrases have the following meaning:

- (a) Shift Worker - an employee rostered to work according to a roster providing weekly shift rotation which may include as ordinary working days Saturdays, Sundays and Public Holidays.
- (b) Afternoon Shift - a shift finishing after 6:00 pm and at or before midnight.
- (c) Night Shift - a shift finishing subsequent to midnight and at or before 8:00 am.

17. Overtime

Day Work

- 17.1 All time worked in excess of eight hours on any day, Monday to Friday inclusive, or outside the hours prescribed for day workers in this Award shall be paid for at time and one half for the first two hours and double time thereafter calculated on a daily basis.
- 17.2 All time worked on Sunday shall be paid for at the rate of double time.
- 17.3 For the purposes of the Finishing Department only all work in excess of eight hours on a Saturday will be paid for at the rate of double time.
- 17.4 The first eight hours of work performed by dayworkers on a Public Holiday shall be paid at the rate of double time in addition to the ordinary day's pay. All work in excess of eight hours shall be paid for at the rate of treble time.
- 17.5 A day worker required to work on a Sunday or Public Holiday shall be paid for a minimum of four hours work at the appropriate rate.
- 17.6 A shift worker called in to work on a Public Holiday other than on his rostered shift shall be paid for a minimum of four hours work at the appropriate rate.

Shift Work

- 17.7 All shift work performed in excess of or outside other ordinary hours prescribed herein or designated in the roster shall be paid at the rate of double time.

Provisions of Meals on Overtime and Crib Breaks

- 17.8 An employee required to work overtime in excess of one and a half hours after working ordinary hours shall either be supplied with a meal upon the production of a food voucher or vouchers by the Supervisor, or paid \$7.20 meal allowance. This is the only occasion on which a meal allowance is payable.
- 17.9 An employee working overtime shall be allowed a crib time of twenty minutes, without deduction of pay, after each four hours of such time worked.
- 17.10 Unless the period of overtime is less than one and a half hours an employee, before starting overtime after working ordinary hours, shall be allowed a meal break of twenty minutes which shall be paid for at time and one half. The Company and the employee concerned may agree to any variation of this provision to meet the circumstances of the work in hand - provided that the Company shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.
- 17.11 Crib breaks will be assumed to have been taken unless the time sheet shows otherwise.
- 17.12 Crib breaks are to be seen as part of the overtime period and as such repaid at the appropriate rate.

18. Annual Leave

- 18.1 All leave is provided as per the *Annual Holidays Act 1944* (NSW).

- 18.2 In addition to the leave provided by Sub-Clause 17.1, seven day continuous shift workers, that is shift workers who are rostered to work regularly on Saturdays, Sundays and Public Holidays, shall be allowed six days in additional annual leave - provided that, if during the year of employment an employee has served a portion of it as a seven day continuous shift worker, the additional leave shall be one day for every thirty six ordinary shifts worked as a seven day continuous shift worker

Single Day Leave

- 18.3 Production employees will be permitted to take single day absences as Annual Leave subject to the following conditions. This will apply equally to dayworkers and shiftworkers.
- 18.4 The minimum amount of Annual Leave that will be approved is four hours.
- 18.5 Notice of a request for a single day absence must be given prior to the day requested on the leave application form.
- 18.6 The Company reserves the right to refuse approval for a single day absence if less than one day's notice is given or if problems are experienced in organizing cover.
- 18.7 Single day absences will not be approved if they will result in the employee not having enough leave days available for leave periods already planned (eg annual leave, Christmas leave, Shutdown leave).

Notice of Intention to Take Annual Leave

- 18.8 Production employees should tend as much notice as possible to the Company when signifying their intention to take annual leave.
- 18.9 A minimum period of two weeks in advance giving notice of intention to proceed on annual leave will be the Company requirement.
- 18.10 Exceptional circumstances will always be taken into account and may alter practices as indicated in 18.8 and 18.9.

Period of Annual Leave

- 18.11 A minimum of twenty two days annual leave for shiftworkers and seventeen days for dayworkers will be required to be taken in any calendar year. Therefore a maximum of three days can be carried forward in the next calendar year.
- 18.12 Employees who do not take the required annual leave during the calendar year, following consultation, will be directed to do so. A minimum of one month's notice will be given prior to the allocated days off.
- 18.13 Where possible unless leave is taken under the conditions of the Single Day process, minimum periods of five working days for shiftworkers and three working days for dayworkers should be taken.
- 18.14 Where possible Annual Leave periods should commence or finish with normal "off days" as indicated by the particular employee's shift system.
- 18.15 Employees who have an excessive Annual Leave balance for the previous year can, following consultation and agreement, be directed to take leave. A minimum of one month's notice will be given prior to the allocated days off. This will only apply to those employees who have accrued excessive leave during the life of this Agreement.

Permitted Numbers

- 18.16 The following employees will be permitted to be off on annual leave and/or long service leave at any one time:

Primary Collagen Plant	1 Operator	
Hide, Gels and Solutions	1 Operator - Shiftwork 1 Operator - Daywork	
Continuous Lines	A - Shift B - Shift C - Shift D - Shift Daywork	3 Operators 3 Operators 3 Operators 3 Operators 1 Operator
Finishing	1 Operator	
General Duties	1 Operator	
Warehouse	1 Operator	
Canteen	1 Operator	

18.17 Exceptional circumstances will always be taken into account and may alter practices as indicated in

Application For Annual Leave

18.18 Application forms for annual leave must be completed by the individual employees and given to his/her immediate Supervisor or Senior Operator.

18.19 Approvals for annual leave will be processed strictly in accordance with receipt of application forms.

18.20 When a leave application is approved the original of the application form will be passed to the pay office. A copy of the approved form, complete with any endorsements or conditions, may be returned to the applicant if required.

Recording of Annual Leave Approvals

18.21 On approval, annual leave will be displayed and recorded on appropriate charts or diaries located in the appropriate departments.

Exceptional Circumstances

18.22 Each case claiming "exceptional circumstances" will be considered on merit.

19. Bereavement Leave

19.1 An employee, other than a casual employee, shall be entitled to up to four days bereavement leave without deduction of pay, up to and including the day of the funeral, on each occasion of the death in Australia of a person prescribed in 20.3. Provided that, with the consent of the Company, which consent shall not be unreasonably withheld, an employee shall, in addition to this entitlement to paid bereavement leave, be entitled to reasonable unpaid bereavement leave up to ten working days in respect of the death within Australia or overseas of a person to whom this clause applies.

19.2 The employee must notify the Company as soon as practicable of the intention to take bereavement leave and will provide, to the satisfaction of the Company, proof of death. 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 20.3 provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.

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

19.4 Bereavement leave may be taken in conjunction with other leave available under clauses 18, 20 and 24. In determining such a request the Company will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

20. Personal/Carer's Leave

Use of Sick Leave:

- 20.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 20.3, 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 24 - Sick Leave, for absences to provide care and support, for such persons when they are ill, provided that a maximum of 8 days sick leave per annum may be used for this purpose. Such leave may be taken for part of a single day.
- 20.2 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.
- 20.3 The entitlement to use sick leave in accordance with this subclause is subject to:
- (a) the employee being responsible for the care of the person concerned; and
 - (b) the person concerned being:
 - (i) a spouse of the employee; or
 - (ii) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person; 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:
 - A "relative" means a person related by blood, marriage or affinity;
 - B "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - C "household" means a family group living in the same domestic dwelling.
 - (c) An employee shall, wherever practicable, give the Company 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 Company by telephone of such absence at the first opportunity on the day of absence.

Unpaid leave for Family Purpose:

- 20.4 An employee may elect, with the consent of the Company, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 20.3 who is ill.

Annual Leave:

- 20.5 An employee may elect with the consent of the Company, subject to the *Annual Holidays Act 1944* (NSW), 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.
- 20.6 Access to annual leave, as prescribed in 19.1.3(b), shall be exclusive of any shutdown period provided for elsewhere under this Award.
- 20.7 An employee and the Company 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.

Time off in Lieu of Payment for Overtime

- 20.8 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.
- 20.9 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.
- 20.10 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.
- 20.11 Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

Make-up Time -

- 20.12 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.
- 20.13 An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.

21. Public Holidays

- 21.1 The following shall be recognised as holidays and except when they fall on a non working day, shall be allowed to all weekly employees other than seven day shift workers on full pay: New Years Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Eight Hour Day; Christmas Day, and Boxing Day, together with any other day or part day gazetted and observed throughout the State as a Public Holiday.
- 21.2 In addition to the holidays prescribed in subclause (20.1) one additional day per annum shall be observed as a holiday in lieu of a Picnic Day on a day agreed between the Company and the Unions. In the case of a shift worker such a day shall be added to Annual Leave if the employee is on Annual Leave at the time the holiday occurs.

22. Long Service Leave

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

23. Parental Leave

Refer to Chapter 2 Part 4 Divisions 1 and 2 of the *Industrial Relations Act 1996* (NSW).

24. Sick Leave

Entitlement

- 24.1 An employee who is absent from his/her work on account of personal illness or injury shall be entitled to sick leave without deduction of ordinary pay in accordance with this clause.
- 24.2 Employees will be entitled to up to (8) weeks Sick Leave per sick leave incident.

Conditions and Limitations

- 24.3 Paid sick leave shall be subject to the following conditions and limitations.
- (a) An employee shall not be entitled to paid Sick Leave for any period in respect of which he/she is entitled to Workers Compensation.
 - (b) An employee who claims to be allowed paid Sick Leave in accordance with this clause for an absence of beyond 2 days in succession shall not be entitled to payment unless he/she produces to the Paymaster a certificate of a duly qualified medical practitioner that in his/her opinion the employee was unable to attend for duty on account of personal illness or injury.

Sick Leave Control Procedures

- 24.4 A Sick Leave Monitoring Committee will be established consisting of Company representatives, and employee representatives elected by their peers. The purpose of the committee will be to develop a sick leave control procedure within 6 months of the date of approval of this Award. These procedures will be implemented in accordance with this Award (refer to Addendum A of this Award).

25. Jury Service

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

26. Accommodation

- 26.1 Subject to the provisions of the *Factories, Shops and Industries Act* 1962 (NSW) the Company shall provide for the use of its employees:
- (a) A dressing room, containing hot and cold showers and a dining room.
 - (b) An adequate locker for each employee
 - (c) Facilities for boiling water and provision for heating food for meals and at rest periods (when boiling water is provided)
 - (d) Adequate first aid equipment.
- 26.2 Where females are employed, the above dressing, shower and locker facilities shall be separate from the males.

- 26.3 the Company shall cause all accommodation to be kept in a clean and sanitary condition with the co-operation of the employees.

27. Manning Levels

- 27.1 A minimum factory staffing level of twelve operators will apply.
- 27.2 This level of staffing will be used at the discretion of Supervision, dependant upon skill levels and workload requirements.

28. Job Description Committee

- 28.1 A job descriptions committee will be formed of representatives of the workforce who will be elected by the workforce and Company representatives to prepare and agree to job descriptions which outline the various positions covered by this agreement. These descriptions will be filed as an addendum to the Agreement in the future.

29. Disciplinary Procedure

General

- 29.1 This disciplinary procedure is directed towards correcting and/or improving an employee's conduct on occasions when that conduct is unacceptable and to ensure the employee is treated fairly.
- 29.2 The disciplinary procedure, in the majority of cases, shall be used to assist an employee to understand Company policy and requirements.
- 29.3 The Company disciplinary procedure consists of three levels:
- Level One - Formal interview
 - Level Two - Warning
 - Level Three - Final Warning
- 29.4 The levels of discipline may or may not be administered in a sequential manner depending upon the situation.
- 29.5 The circumstances surrounding an employee's action and the seriousness of those actions will determine what level of the disciplinary procedure is appropriate.
- 29.6 Throughout the application of the disciplinary procedure employees will be provided with the opportunity to present their own view of the situation and reasons for their conduct.
- 29.7 When an employee disagrees with a formal interview or formal warning, a request to review the disciplinary action may be made by the employee to the next level of line management. In the case of final warning; a request for review may be made to the Personnel Department through the immediate supervisor.
- 29.8 A written record of the application of all levels of the disciplinary procedure (except informal discussions) will be made available and placed on an employee's personal file, with a copy also to be made available to the employee at the time of the procedure.

29.9 The disciplinary procedure will be conducted by the immediate supervisor or Department Manager.

Level One - Formal Interview

Informal Verbal Dialogue

29.10 This step should be used to outline relevant Company policy and requirements, and to correct any employee misinterpretation.

29.11 Continued informal discussion of an employee's inappropriate conduct by the employee will lead to a formal interview. The need to progress to formal interview will be established by the supervisor and will include consideration of the nature of the employee conduct, the frequency of informal discussions and the employee's response to previous formal discussions.

Formal

29.12 This step requires a detailed discussion of an employee's inappropriate conduct, and how the conduct is contrary to relevant Company policy and requirements (whether or not the employee is aware of the Company policy), any underlying reasons for the conduct and a participative commitment to correct and/or improve the area of concern. Formal interviews should be clearly seen and understood to have an assistance and educational function within the disciplinary procedure.

29.13 The procedure involves discussion of the following matters with the employee and documented accordingly:

- (a) What is required of the employee
- (b) Where and how the employee's conduct does not comply with relevant Company policy and requirements.
- (c) What is to be done by the employee to meet Company policy and requirements and appropriate steps which may assist the employee.
- (d) The outcome of failure to meet Company policy and requirements.
- (e) The duration for which this warning will remain effective is for three months.

Level Two - Formal Warning

29.14 When an employee continues with inappropriate conduct after the formal interview level, or engages in misconduct of a minor nature, the supervisor shall investigate the matter and issue a formal warning in writing, indicating to the employee:

- (a) What is required of the employee.
- (b) Where and how the employee's conduct does not comply with relevant Company policy and requirements (whether or not the employee is aware of the Company policy).
- (c) What is expected of the employee to meet Company rules and requirements and appropriate steps which may assist the employee.
- (d) The outcome of failure to meet Company policy and requirements.
- (e) The duration for which this warning will remain effective is for three months.

Level Three - Final Warning

- 29.15 A final warning will only be issued when the specific conduct complained of persists and after the employee having received informal interview and written warnings in accordance with this Clause 29 respectively. Where an employee fails to meet Company policy and requirements after these warnings, the supervisor should issue a final warning. Final warning is the last step before an employee is dismissed and will be in writing.
- 29.16 The procedure for a final warning involves a review of the relevant disciplinary procedure to date or the misconduct and the offer to the employee of opportunity to prove an explanation.
- 29.17 The written advice of final warning issued to the employee will contain the following information:
- (a) A statement that this is a final warning.
 - (b) Identification of the inappropriate conduct by the employee with reference to relevant Company policy and requirements.
 - (c) A summary of relevant disciplinary procedure to date.
 - (d) Detailing that a specific change is required in the employee's conduct and failure to achieve the specific change will lead to dismissal.
 - (e) The duration for which this warning will remain effective is six months.

Dismissal

- 29.18 Where an employee fails to meet the requirements clearly identified in the written advice of final warning, or engages in serious misconduct, the supervisor should seek dismissal of the employee. Dismissal may take the form of dismissal with notice or it may be summary dismissal.

Opportunity to Respond

- 29.19 At all stages of the disciplinary procedure, employees will be given an opportunity to explain their conduct or to respond to allegations made against them. Employees subject to disciplinary action will be given a detailed account of any allegations made against them in order that they can respond.

Level of Discipline

- 29.20 The levels of discipline outlined in the disciplinary procedure may or may not be administered in a sequential manner depending upon the situation.
- 29.21 The level of discipline appropriate in any particular situation will depend upon a number of factors including the seriousness of the conduct concerned, the circumstances in which such conduct occurs and any interviews/warnings which are currently effective and relevant.
- 29.22 Many factors are involved in individual cases, and these must all be considered prior to instituting the level of the disciplinary procedure. Clause 28.6 contains some general guidelines which may help to indicate what level should be applied.
- 29.23 These guidelines are for the assistance of employees, supervisors and Union delegates, and should not be taken to limit the instances or manner in which the disciplinary procedure may be administered. The examples provided are not exhaustive and should not be taken to be exhaustive.

Guidelines for the Application of the Disciplinary Procedure

29.24 The following areas of conduct may be addressed through either informal discussions formal interviews of formal warning depending upon the circumstances of each particular situation.

Level One - Formal Interviews

- (a) Absenteeism.
- (b) Malingering, neglect of duty, inefficiency.
- (c) Misbehaviour, disobedience, abuse, insubordination.
- (d) Breach of Company policies.
- (e) Or the like.

Levels Two and Three

- (f) As above, but considered to be of a more severe nature.
- (g) Discrimination (all types).
- (h) Sexual harassment.

Instant Dismissal

29.25 Areas of conduct deemed to warrant immediate dismissal in line with Award provisions and Company policies.

Guidelines in the Administration of the Disciplinary Procedure

29.26 Whilst the effectiveness of any disciplinary procedure involves many factors, the following key points are highlighted as being particularly important.

29.27 Responsibility for the administration of the disciplinary procedure belongs with an employee's immediate supervisor and the Production Manager in consultation with a Union delegate if the employee chooses to involve the Union delegate.

29.28 Administration of the disciplinary procedure depends upon the Union delegate and supervisor's clear understanding of Company policies and requirements, and informing employees of these policies and requirements.

29.29 The disciplinary procedure should be applied:

- (a) Promptly with minimum delay.
- (b) Objectively ie focus upon the conduct concerned not the person involved.

29.30 Normal working relationships with the employee and supervisor should be re-established once the disciplinary procedure is complete.

Devro Pty Limited

Disciplinary Procedure

Level Two - Formal

Name:

Department:

Supervisor:

Union Delegate: Date:

1. Nature of Problem:.....

2. Employee has been informed that this conduct consolidates a final warning for minor misconduct or a second warning relating to a previous warning for similar incidents.

Yes

3. Employee comments:.....

4. To be rescinded (three months from the above date)

Level Three - Final

Name:

Department:

Supervisor:

Union Delegate: Date:

1. Nature of problem:..... of

2. Discipline to Date:.....

3. Change Required:.....

4. To be Rescinded: (6 months from the above date)

THIS IS A FINAL WARNING. FAILURE TO COMPLY WITH THE CHANGE REQUIRED ABOVE WILL RESULT IN A NOTICE OF DISMISSAL.

Notice of Dismissal

Name:

Department:

Supervisor:

Union Delegate: Date:

1. The above named employee will terminate as from in accordance with the Devro-Teepak Code of Behaviour.

2. Nature of Problem:

3. Notice Period Required: YES NO

4. Summary Dismissal: YES

30. Union Recognition, Right of Entry and Membership

Union Recognition

- 30.1 The Company recognises and supports the right of the AMIEU to represent employees employed in Classifications covered by this Award and for those employees to join and remain members of the AMIEU.
- 30.2 The Company’s management is committed to providing the AMIEU with an opportunity during induction training to address new employees and provide them with membership application forms.
- 30.3 A duly accredited representative of The Australasian Meat Industry Employees' Union, New South Wales Branch, shall have the right to enter an employers premises during the meal hour for the purpose of interviewing employees on legitimate union business on the following conditions:
 - (a) that they produce their authority to the manager or such other person as may be appointed by the employer;
 - (b) that they interview employees only at the place where they are taking their meal; that not more than two representatives visit the same premises more than once a week, and
 - (c) that if any employer alleges, that a representative is unduly interfering with the business or creating disaffection amongst their employees or is offensive in their methods, or is committing a breach of any of the previous conditions, such employer may refuse the right of entry.

Union Application Forms

- 30.4 All employees shall be given an application form to join the union at the point of recruitment.

Trade Union Training Leave

- 30.5 The Company will grant three days paid leave each year for two delegates to undertake an authorised trade union course. Such leave is non-cumulative.

31. Signatories

Signed for and on behalf of Devro Pty Limited:

Witness:

Signed for and on behalf of The Australasian Meat Industry Employees' Union, New South Wales Branch:

Witness:

ANNEXURE A

Salary Rates

Salary Rates	Effective 03/02/00 Annual Salary \$	Base Hourly Rate \$	Effective 03/02/01 Annual Salary \$	Base Hourly Rate \$	Effective 03/02/02 Annual Salary \$	Base Hourly Rate \$	Bonus 03/02/03 Bonus 03/02/03 \$
Multi-skilled Operator - HG&S - Continuous							

Rotation	41,584	15.85913	43,206	16.47764	44,787	17.08072	850.00
Multiskilled Operator							
- Continuous	45,176	15.63116	46,938	16.24078	48,656	16.83519	850.00
- Day	42,130	15.63116	43,773	16.24078	45,375	16.83519	1,050.00
Rotation							
- Daywork	35,936	15.63116	37,338	16.27078	38,705	16.83519	1,050.00
Skilled Operator							
- Continuous	44,162	15.28013	45,884	15.87606	47,563	16.45712	850.00
- Day							
Rotation	41,185	15.28013	42,791	15.87606	44,357	16.45712	1,050.00
- Daywork	35,129	15.28013	36,499	15.87606	37,835	16.45712	1,050.00
Specialist Operator							
- Daywork	31,349	14.89015	32,572	15.47087	33,764	16.03710	1,100.00
Production Operator							
- Afternoon	30,965	13.91369	32,173	14.45632	33,351	14.98542	1,150.00
- Day							
Rotation	33,727	13,91369	35,042	14.45632	36,325	14.98542	1,150.00
- Daywork	29,295	13,91369	30,438	14.45632	31,552	14.98542	1,150.00
General Operator							
- Day	28,149	13.36886	29,247	13.89025	30,317	14.39863	1,200.00

ANNEXURE B

Senior Operators

In the event that an overtime shift cannot be covered, having exhausted all possibilities, the Senior Operator will be moved to assist on the Lines by covering the absence.

To facilitate this the Senior Operator will move to the Spare man position on the Wet End which will allow him to continue to monitor Gel usage and make Gel changes as required. The original Spare man will move to the position on shift which was left vacant as a result of not being able to cover the overtime.

Cover of the lines will be provided from the Shift team to allow the Senior Operator to complete some of his normal duties including the completion of Drop Tests and Overtime cover requirements.

ANNEXURE C

Drop Tests

During the past few months to assist with the improvement of consistency of TMAS product the Drop Test has been developed. The Drop Test involves taking a sample slug placing it in the test rig through the appropriate chuck, to simulate its use in a filling machine, attaching a predetermined weight and opening a set of jaws which allows the casing to drop to the floor. The time it takes the casing to fall 1.3 meters is measured and recorded as the Drop Test. This is a measure of resistance.

The introduction of this test has had a significant impact on the development of our knowledge base in relation to the running of this type of product and also the interaction between various aspects of the process and their impact on the resistance of this product.

Currently Drop Tests are completed by the Senior Operators on all TMAS product plus some standard product identified for specific customers, for example 23ACE010 for Primo. Drop Tests are also completed by the QA

staff as part of the product classification process. The combination of on line and QA Drop Tests has had a significant impact on both QA downgrades and Customer Returns for these products during July.

Therefore it is imperative that we continue to carry out these tests on a regular and routine basis as well as continue the development of Drop and alternate tests that help us to become more controlled in our process and supply consistent product to the market. The Senior Operators will continue to carry out the tests as required on the TMAS and specifically identified products. In the future however as Drop Tests are developed for other products it will be necessary to roll these out to Line Operators as part of the measurement of both the Product and the Process. It will be necessary to review the current tests and there need to facilitate the roll out which will be completed in consultation with Shift Supervisors, Line Operator representatives and Quality personnel.

The future of our business is based on consistency and as such it will be necessary to continually monitor our process and tests to ensure they are giving us the results and products required to service our customer and maintain a cost efficient operation.

Flexibility within our operation both from a production and labour base is the key to the future. I look forward to your support as we move our business forward.

ADDENDUM A

Absenteeism Monitoring Committee

1. An Absenteeism Monitoring Committee ("the Committee") shall be formed as part of Commissioner O'Neill's recommendation in NSW IRC 178 of 2002 held on 25 January 2002.
2. The Committee will comprise four members: two to be appointed by Management and two elected employee representatives (excluding Union delegates) to be appointed by the Union. There will be two reserve members of the Committee, one appointed by the Management one appointed by the Union.
3. An employee will be referred to the Committee after 8 days of absences in any one calendar year for early intervention.
4. The Committee to counsel employees that have exceeded 10 days of absences in any one calendar year or where an employee has developed a pattern of absenteeism.
5. The Committee shall make recommendations to the Company on what action, if any, is to be taken against the employee in accordance with the Disciplinary Procedures in the Agreement, provided such warnings stand alone.
6. All the warnings issued shall be per the Disciplinary Procedure clause as set out in the Agreement.
7. This arrangement shall take effect from 1 January 2002 and shall be an addendum to the Agreement. Any records prior to 1 January 2002 shall not be part of this monitoring system.
8. If an employee is unable to attend work the following steps must be followed:
 - (a) The Company must be informed at all times of any absences.
 - (b) A doctor's certificate must be obtained for all absences beyond 2 days in succession.
 - (c) All Award provisions must be carried out regarding the taking of sick leave.
9. If there is any dispute regarding any of the above procedures the matter shall be referred to the Industrial Relations Commission of NSW by the Company for resolution in accordance with the Disputes Procedure in the Agreement.
10. All discussions and disclosures to the Committee should only be used by the Committee in relation to their role as Committee members and should otherwise always remain confidential.

11. The Company should provide training for the Committee. Such training shall be developed in consultation with the Committee and the Union.
12. The above procedures are designed to control excessive absenteeism and are not to be used in any way to eliminate or reduce any employees right to the Sick Leave Provisions as set out in the Award.

B. W. O'NEILL, Commissioner.

Printed by the authority of the Industrial Registrar.

(1026)

SERIAL C1505

TIP TOP BAKERIES (FAIRFIELD) NUW AWARD 2001

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by George Weston Foods Ltd, trading as Tip Top Bakeries.

(No. IRC 1233 of 2002)

Before Commissioner Patterson

6 May 2002

AWARD

PART A

Arrangement

PART A

Clause No.	Subject Matter
1.	Basic Wage
2.	Definitions
3.	Contract of Employment
4.	Classifications
5.	Rates of Pay
6.	Allowances

7. Hours of Work
8. Overtime
9. Meal Breaks
10. Public Holidays
11. Leave
- 11A. Personal/Carer's Leave
12. Occupational Superannuation
13. Introduction of Change
14. Disputes Procedure
15. Consultative Committee
16. Area, Incidence and Duration
17. Rights of Union Members
18. Anti-Discrimination
19. Renegotiation

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

1. Basic Wage

This award, in so far as it fixes rates of wages, is made by reference and in relation to the adult basic wage as set out in Part B, Monetary Rates.

The said basic wage is subject to variation in accordance with the provisions of Chapter 2, Part 1, Division 2, of the *Industrial Relations Act 1996*. Upon any such variation, rates of wages prescribed by this award are subject to variation pursuant to this section of the said Act to the extent necessary to give effect to the change in the said basic wage.

2. Definitions

In this award:

"Full-time Employee" means a weekly employee engaged to work an average of 38 hours per week.

"Part-time Employee" means a weekly employee engaged to work on a standard roster of hours of less than 38 hours per week.

"Seasonal Employee" means a weekly employee paid by the hour and engaged for a varying number of hours each week to accommodate seasonal variations in production and sales requirements, with the ordinary hours of work not to exceed 38 hours per week.

"Casual Employee" means an employee paid by the hour and engaged and paid as such, with the ordinary hours of work not to exceed 38 hours per week.

"Tradesperson" means a person who has completed an indentured course, relevant to his/her work area.

"Apprentice" means a person who has completed an indentured course, relevant to his/her work area.

"Leading Hand" means an employee appointed as such by the Company who, while working under supervision, gives instruction to and/or is responsible for work done by other employees.

"Union" means the National Union of Workers, New South Wales Branch.

"Company" means George Weston Foods Limited trading as Allied Bakeries at 311 The Horsley Drive, Fairfield.

"Weekly Employee" means a full-time, part-time or seasonal employee.

3. Contract of Employment

- 3.1 Employees shall be engaged on a full-time, part-time, seasonal or casual basis.
- 3.2 Subject to subclauses 3.4 and 3.6 of this clause, the employment of full-time, part-time and seasonal employees may be terminated during the first three months, probationary period, of employment by one day's notice on either side and after three months of completed employment by one week's notice given on either side at any time during the week, or by the payment or forfeiture, as the case may be, of wages for the required period of notice. Casual employees shall be employed on an hourly basis. Casual employees who have worked in the area on a regular basis for three months or more and are appointed as a seasonal or permanent employee shall be exempt from the three months' probationary period.
- 3.3 The Company 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 employment and classification of, or the type of work performed by, the employee.
- 3.4 Nothing in this award shall affect the right of the Company to dismiss any employee without notice for refusal of duty, malingering, inefficiency, neglect of duty or misconduct. Payment for outstanding monies will be made available to the employee at the time of termination; if this is impracticable due to weekend work, then it will be made available on the next working day or the earliest possible time.
- 3.5 An employee not attending for duty shall lose pay for the actual time of such non-attendance, except where such non-attendance is subject to clause 11, Leave, or clause 10, Public Holidays.
- 3.6 Subject to the said clauses 10 and 11, an employee who is absent without permission from work for a continuous period of three days shall be deemed to have abandoned employment. Termination of employment by abandonment in accordance with this subclause shall operate from the day of the last attendance at work or the last day's absence in respect of which consent was granted, whichever is the later.
- 3.7 Employees are responsible for the care and safekeeping of all issues to them and will return each article to the Company on request or on termination of employment.
- 3.8 Employees shall perform such work as the Company shall reasonably require. The employees shall work reasonable overtime, day work and shift work as provided by the terms of this award
- 3.9 This clause shall not affect the right of the Company to stand down any employee without pay for any day or part of a day during which an employee cannot be usefully employed because of any industrial action or any cause for which the Company cannot be held responsible.
- 3.10 Part-time Employees
- (a) Subject to this subclause, the provisions of this award shall apply to part-time employees.
 - (b) Part-time employees are entitled to annual leave, long service leave, bereavement leave and jury service in accordance with clause 11, Leave.
 - (c) Part-time employees are entitled to sick leave in accordance with paragraph (c) of subclause 11.2 of the said clause 11, in the proportion their ordinary hours bear to working 38 hours per week.
 - (d) Part-time employees, when on leave in accordance with clause 11 and for public holidays in accordance with clause 10, shall, subject to leave entitlement, be paid the hours for each day of absence included in their roster.
- 3.11 Seasonal Employees

- (a) Subject to this subclause, the provisions of this award shall apply to seasonal employees.
- (b) Seasonal employees shall accrue annual leave, long service leave and sick leave in the proportion their ordinary hours worked bear to working 38 hours per week and are entitled to leave provisions of clause 11.
- (c) Seasonal employees, when on leave in accordance with clause 11 and for public holidays in accordance with clause 10, shall, subject to leave entitlement, be paid the hours for each day of absence included in their roster.
- (d) The engagement of a seasonal employee shall be deemed to be continuous, notwithstanding any periods where the employee is neither on leave nor at work, except if the employee is formally advised in writing of termination by the Company or confirmation of resignation or termination by the employee. Periods where the employee is neither on leave nor at work will not count for purposes of accrual of leave entitlements.
- (e) The insertion of seasonal employee provisions in this award arises from a desire of the Company, employees and Union to promote effective, flexible, permanent employment arrangements, in place of casual employment. The parties will, every three months, review, through the Consultative Committee, the effectiveness of the provision included, with particular reference to the minimum hours worked on a daily and weekly basis, the continuity of work available on a weekly basis, and seasonality and variation of the hours involved. Seasonal employees will be offered first preference of ordinary hours of work and overtime hours of work before casual employees, in line with business requirements.
- (f) Seasonal employees shall be entitled to the parental leave provisions as set out in the *Industrial Relations Act 1996*.

3.12 Hygiene

- (a) Food and drink may only be consumed in areas designated by the Company.
- (b) Jewellery shall not be worn in any area of production with the exception of plain band ring and sleepers for pierced ears.
- (c) Appropriate clothing including head cover must be worn at all times.
- (d) Smoking is not permitted within buildings (including covered loading docks) or Company vehicles.

3.13 Training

To facilitate multi-skilling it will be necessary, from time to time, for employees to train other employees on the job. Such teaching will not change the classification or the rate of pay of the teacher unless a formal Company-based qualification as a trainer has been obtained.

3.14 Movement of Employees

An employee will, at the request of his/her supervisor, be required to perform any duties within his/her range of skills or abilities and in any area, section or department requiring those skills, including work within a lower classification. During such a transfer, the conditions of work, e.g. hours and breaks, applicable within the new area, section or department will apply. This provision shall not affect the requirement for an employee to work no more than five hours without a meal break.

3.15 Cleaning

An employee will maintain his/her equipment and work area in a clean and tidy condition as per Company standard.

4. Classifications

4.1 Level 1

An employee on Level 1 undertakes, for a period of up to three months, induction training which may include instruction on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, food industry hygiene, equal employment opportunity and quality control assurance.

General Description

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

- (1) performs general labouring cleaning duties, including tidying of work area, stacking crates, removing rubbish, etc.;
- (2) exercises minimal judgment;
- (3) works under direct supervision;
- (4) maintains sanitation/hygiene of the work area;
- (5) demonstrates good housekeeping procedures;
- (6) undertakes structured training so as to enable him/her to progress to higher levels.

4.2 Level 2

An employee on Level 2 has completed structured training so as to enable the employee to perform work within the scope of this level.

General Description

An employee at this level performs work above and beyond the skills of a Level 1 employee and to the level of his/her training:

- (1) works under routine supervision or instruction, either individually or in a team environment;
- (2) understands and undertakes basic quality control assurance procedures, including the ability to recognise basic quality deviations/faults;
- (3) reads instructions, records activities and utilises basic statistical control procedures.

Indicative of the tasks which employee at this level may perform are the following:

repetition work on automatic, semi-automatic or single purpose machines or equivalent;

use of selected hand tools;

keeping of simple records;

use of hand trolleys and pallet trucks;

assistance in the provision of on-the-job training;

routine repetitive tasks;

basic customer service and liaison;

maintenance of sanitation/hygiene of work area;

awareness of hygiene and importance of microbiological containment;

basic keyboard skills (employees who are employed under the award as at June 1999, who do not currently have keyboarding skills, will not be penalised and, if this skill is required, they will be given the opportunity for the appropriate training for the position.

Production Strand

A Level 2 production employee must be capable of the following:

performing general product handling, labouring and cleaning duties; and

monitoring line operation at a work station for quality and consistency.

Packaging Strand

A Level 2 packaging employee must be capable of the following:

maintaining sanitation of area;

loading baskets or cartons;

stacking pallets;

operating wrapping, bagging, packaging machine or thum ties;

identifying correct wrap (film) bags or packets;

knowing correct product varieties;

monitoring quality of both product and packaging; and

following orders and production runs.

4.3 Level 3

An employee on Level 3 has a general knowledge of the Company's operations as it relates to producing or packaging processes. Such an employee shall be trained and capable of operating flexibly on more than one workstation.

General Description

A Level 3 employee performs work above and beyond the skills of an employee on Level 2 and, to the level of his/her training:

- (1) is responsible for the quality of his/her own work subject to routine supervision;
- (2) works under routine supervision, either individually or in a team environment;
- (3) exercises discretion within his/her level of skills and training;

- (4) is trained to operate machinery and equipment required in the performance of his/her work.

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

relieving despatching, distributing, sorting, checking, packing (other than repetitive packing in a standard container or containers in which goods are ordinarily sold), delivering, documenting and recording of goods, materials and components;

basic inventory control in the context of a production process;

basic keyboard skills;

boiler attendant;

operation of mobile equipment including forklifts, overhead cranes and winch operation;

ability to assess product quality and maintain basic statistical records; and

assist in the provision of on-the-job training.

Production Strand

A Level 3 production employee must be capable of the following:

understanding the milling operation;

operating affiliated machinery (Budpak); and

understanding the depositors and how to operate and adjust.

Packaging Strand

A Level 3 packaging employee must be capable of the following:

understanding the penny packers and operating wrappers;

operating affiliated equipment (thurn ties, baggers);

understanding the Redetron and Betti packager; and

operating bulk bag sewing equipment.

4.4 Level 4

An employee on Level 4 is an employee who holds an appropriate trades certificate, or an employee of equivalent standing who has a sound knowledge of the company's operation as it relates to production, packaging or sales processes. Such an employee shall be trained and capable of operating flexibly on more than one workstation under limited supervision.

General Description

Indicative of the tasks which employee at this level may perform are the following:

- (1) machine setting, loading and operations and more than one machine;
- (2) basic quality checks on work of others;

- (3) lubrication of machinery and equipment;
- (4) assistance in provision of on-the-job training;
- (5) recognition and identification of quality faults, or machine operation faults, rejection of sub-standard products;
- (6) exercise keyboard skills.

Production Strand

A Level 4 production employee must be capable of the following:

- recognising and weighing ingredients;
- monitoring batter quality and adjusting accordingly;
- monitoring crumb quality (colour and moisture) and adjusting accordingly; and
- understanding the cooking process and operating machinery.

Packaging Strand

A Level 4 packaging employee must be capable of the following:

- responsibility for make up and assembly of orders;
- checking orders;
- despatching deliveries; and
- receiving and checking returns.

4.5 Level 5

An employee on Level 5 is required to exercise skills and knowledge above and beyond an employee at Level 4 and to the level of his/her training.

General Description

Indicative of the tasks which employee at this level may perform are the following:

- understand and apply quality control techniques;
- exercise good interpersonal communication skills;
- exercise keyboard skills;
- exercise discretion within the scope of this grade;
- perform work under limited supervision, either individually or in a team environment;
- perform work which, while primarily involving the skills of the employees training, incidental or peripheral to the primary task and facilitate the completion of the whole tasks; such incidental or peripheral work would not require additional formal technical training;
- be able to inspect products and/or materials for the conformity with established operational standards;

be able to evaluate, analyse and recommend changes to work station problems and procedures;

within the production strand a Level 5 employee has a high understanding of cooking technology and practice, including recipe interpretation and mixing processes, and is capable of operating flexibly throughout the production area;

sound knowledge and understanding of HACCP, ISO 9000 AND OH&S requirements and regulations.

4.6 Level 6

An employee on Level 6, who may hold a trade certificate, may be responsible for task allocation, work scheduling within a plan, training staff, work performance assessment of staff and recommendations for engagement, termination or promotion of staff.

Such an employee exercises skills, knowledge and discretion above and beyond a Level 5 employee, and to the level of his/her training.

General Description

Indicative of the tasks which employee at this level may perform are the following:

is able to set up, operate and adjust all machinery and equipment relevant to his/her work area;

provides guidance and assistance as part of a work team;

exercises discretion within the scope of this level;

works under generic supervision, either individually or in a team environment;

understands and implements quality control techniques;

exercises keyboard skills;

sound knowledge and understanding of HACCP, ISO 9000 and OH&S requirements and regulations.

Production Strand

A Level 6 production employee must be responsible for any operational section. The employees of this level must be completely competent with all machinery, equipment and systems relating to this operational section (i.e. equal standard to each operator).

5. Rates of Pay

- 5.1 The minimum rates of pay for full-time employees, except apprentices, shall be as set out in Table 1 - Rates of Pay, of Part B, Monetary Rates.
- 5.2 Part-time and seasonal employees shall be paid an hourly rate of one thirty-eighth of the appropriate weekly rate of pay.
- 5.3 The hourly rate for a casual employee shall be calculated by dividing the appropriate weekly rate of pay by 38 and adding 10%, plus 1/12 holiday loading.
- 5.4 Junior employees shall receive the wage rate as per the set out in Table 1, Part B, Monetary Rates, reflective of the classification level for which they are employed.

- 6.5 Apprentices shall receive the following percentages of the Level 4 wage rate as set out in the said Table 1, depending on the stage of their apprenticeship:

1st Year	51%
2nd Year	58%
3rd Year	67%
4th Year	82%

6. Allowances

- 6.1 Early Start

All ordinary hours worked between 6.00 p.m. and 6.00 a.m. shall be paid at the rate of 30% above the ordinary rate of pay.

- 6.2 Saturday Work

All ordinary hours worked on a Saturday shall be paid at the rate of 100% above the ordinary rate of pay.

- 6.3 Sunday Work

All ordinary hours worked on a Sunday shall be paid at the rate of 100% above the ordinary rate of pay.

- 6.4 Public Holiday Work

All time worked on a public holiday shall be paid at the rate of 150% above the ordinary rate of pay.

- 6.5 First Aid

An employee who is appointed by the employer as a first aid attendant and is qualified shall be paid the amount set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

- 6.6 Meal

An employee required to work overtime for two hours or more after finishing time on any day shall be paid the amount as set out in Item 2 of the said Table 2 for meal money, unless 24 hours' notice has been given.

- 6.7 Laundry

Uniforms where required by the Company shall be supplied by the employer. Where the employee is required to wear and launder a uniform, the employee shall receive the amount per week extra as set out in Item 3 of Table 2. The Company shall supply three sets of uniforms, as appropriate for the duties performed.

- 6.8 Leading Hands

An employee, except an employee classified on Level 6, who performs the work of a leading hand shall be paid an allowance, depending on the number of employees supervised, as set out in Item 4 of Table 2.

7. Hours of Work

- 7.1 The ordinary hours of work for a full-time employee will be an average of 38 hours per week.

- 7.2 Roster of Hours

- (a) The ordinary hours of work will be notified to each employee full-time, part-time and seasonal and shall specify the hours of work. An employee's roster shall not be changed without consent, unless seven days' notice is given, or with agreement by the majority of employees affected.
- (b) Any change to the general organisation of hours of work shall be the subject of consultation with the Consultative Committee and the employees involved or affected and, at their request, the Union. Specific consideration will be given to the work requirements, appropriate leisure time arrangements and occupational health and safety. Any disagreement shall be dealt with in accordance with clause 14, Disputes Procedure.

7.3 Daily Limitation of Ordinary Hours

- (a) Full-Time

Ordinary hours shall be worked over not more than five days (which may include Saturday or Sunday) and the number of ordinary hours prescribed herein may not be less than four on any day, or more than 12 on any day.

- (b) Casual, Part-Time or Seasonal

The ordinary hours of casual, seasonal or part-time employees shall not exceed 12 per day with a minimum payment on any day of four hours.

- (c) Ordinary Hours in Excess of Ten Hours on any Day

Ordinary hours on any day shall not exceed ten hours except where such arrangement has first been considered and agreed upon with the majority of the employees involved, with specific consideration of occupational health and safety, improved leisure time and appropriate work place arrangements.

8. Overtime

8.1 All time worked in excess of 38 hours per week, or in excess of the daily rostered hours, shall be overtime and paid as follows:

- (a) All Employees

- (i) Monday to Friday

Time and one half for the first two hours and double time thereafter, calculated on a daily basis.

- (ii) Saturday

Shall stand alone and be paid time and one half for the first two hours and double time thereafter.

- (iii) Sunday

Shall stand alone and be paid double time.

- (iv) Public Holiday

Shall stand alone and be paid double time and one half.

8.2 When overtime is worked, it shall, wherever reasonably practicable, be so arranged that an employee shall have at least ten consecutive hours off duty between the work of successive days.

If, on the instruction of the Company, such an employee resumes or continues work without having had such ten consecutive hours off duty, the employee shall be paid at double time until the employee has had ten consecutive hours off duty without loss of pay, for ordinary hours occurring during such an absence.

- 8.3 Where overtime is not continuous with the ordinary hours of work, there shall be a minimum payment of four hours.

9. Meal Breaks

- 9.1 Each day's work shall be worked in an unbroken shift except for meal breaks or refreshments.
- 9.2 Non-paid meal breaks shall be as arranged between the Company and the employee, but in no case shall the meal breaks or an employee exceed one hour in the aggregate in any one day, and not less than half an hour in any one break, unless mutually agreed by the Company and employee; provided that an employee shall not, in general, be required to work more than five hours without a break for a meal.
- 9.3 During any shift of eight hours or more, employees shall be allowed opportunities for a paid refreshment break or breaks of no more than 20 minutes duration in aggregate, and not less than five minutes for any one break, in such manner as to not interfere with the continuous running of the establishment.

10. Public Holidays

- 10.1 The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day or any other gazetted public holiday are observed and special days appointed by proclamation for the district as public holidays shall be holidays under this award. Employee Picnic Day (which shall be held on the third Wednesday in February each year or such other day as may be agreed between the employee and the Company) shall also be observed as a holiday. No deduction shall be made from the pay of a weekly employee in any week in which any of the above-named holidays fall if the employee is not required to work on any such holidays.
- 10.2 An employee required to work on any of the holidays named in subclause 10.1 of this clause shall, for all time worked on any such holidays, be paid in accordance with clause 6, Allowances.
- 10.3 An employee absent without leave on the working day immediately preceding an award holiday or holidays, or on the working day immediately succeeding such holiday or holidays, shall forfeit wages for the days of absence including the holiday or holidays, except where such absence is due to illness of the employee or to another reasonable cause, proof whereof shall be upon the employee.

11. Leave

11.1 Annual Leave

- (a) See the *Annual Holidays Act 1944*.
- (b) Payment During Annual Leave

In addition to payments received for annual leave periods, calculated in accordance with the *Annual Holidays Act 1944*, all weekly employees shall, in addition, be paid a loading the greater of:

- (1) 17.5% of their ordinary pay for the period of leave; or

- (2) the Early Start, Saturday Work or Sunday Work allowances, payable as set out in subclauses 6.1, 6.2 and 6.3 of clause 6, Allowances, in relation to their roster which would have been worked during the period of leave.
- (c) The entitlements prescribed in paragraph (b) of this subclause shall not apply to:
 - (1) pro rata leave on termination;
 - (2) accrued leave on termination, except when the employment of an employee is terminated by the Company for reasons other than those prescribed in subclauses 3.4 and 3.6 of clause 3, Contract of Employment; and
 - (3) annual leave taken wholly or partly in advance, provided that the loading shall be paid if and when an employee's leave entitlement falls due.
- (d) In the event of annual leave closedown, an employee shall receive the entitlements prescribed in paragraphs (b) and (c) of this subclause on a pro rata basis.

11.2 Sick Leave

- (a) A weekly employee who, after not less than three months' continuous service with the employer, is unable to attend for duty during the employee's ordinary working hours by reason of personal illness or personal incapacity not due to the employee's own serious and wilful misconduct, shall be entitled to be paid at ordinary-time rates of pay for the time of such non-attendance, subject to the following conditions and limitations:
 - (1) The employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to workers' compensation.
 - (2) The employee shall, as soon as reasonably practicable, immediately notify the Company of an 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.
 - (3) The employee shall provide a doctor's certificate or proof as required by the Company of an inability, on account of illness or injury, to attend for duty on the day or days for which sick leave payment is claimed.
 - (4) An employee is entitled to take up to two single days' sick leave in any calendar year without the production of a medical certificate.
 - (5) The employee's sick leave payments are to be calculated based on the daily hours worked by his/her normal shift (at ordinary time rates of pay).
- (b) For the purpose of this clause continuous service shall be deemed not to have been broken by:
 - (1) any absence from work on leave granted by the Company; or
 - (2) any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall fall upon the employee);
 - (3) provided that any time so lost shall not be taken into account in computing the qualifying period of three months.
- (c) A full-time employee shall be entitled to paid sick leave not in excess of:
 - (1) three and one-third hours for each month of service during the first year of employment;
 - (2) 48 hours during the second year of employment;

- (3) 64 hours during the third year of employment;
- (4) 80 hours during the fourth and subsequent years of employment.
- (d) Part-time or seasonal employees are to be paid a proportionate amount of sick pay in accordance with their hours of work.
- (e) Sick leave shall accumulate for year to year, subject to continuous employment, provided that an employee shall not be entitled to accumulate sick leave for more than 792 hours from the end of the year in which it accrues.

11.3 Bereavement Leave

- (a) An employee, on the death of a person prescribed in paragraph (c) of subclause (1) of clause 11(a), Personal/Carer's Leave, will be entitled on notice to leave, including the day of the funeral of such relation, and such leave shall be without deduction of pay for a period to a maximum of three ordinary days' work. In the case of attendance of a funeral of such relation outside Australia, such leave shall be without deduction of pay for a maximum of three days' work. Proof of such death shall be furnished by the employee to the satisfaction of their employer, if so requested, together with proof of attendance in the case of a funeral outside of Australia.
- (b) Where the death of a named relative herein occurs outside Australia and the employee does not attend the funeral, the employee shall be entitled to one day only, unless they can demonstrate to their employer that additional time up to a period of three days was justified.
- (c) For the purpose of this clause, the words "wife " and "husband" shall not include a wife or husband from whom the employee is legally separated but shall include a person who lives with the employee as a de facto wife or husband.

11.4 Long Service Leave

See the *Long Service Leave Act 1955*.

11.5 Parental Leave

See Chapter 2, Part 4 of the *Industrial Relations Act 1996*.

11.6 Workers' Compensation and Rehabilitation

See the *Workers' Compensation Act 1987*.

11.7 Jury Service

- (a) A weekly employee required to attend for jury service during ordinary working hours shall be reimbursed by the Company 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 that would have been worked had the employee not been on jury service.
- (b) An employee shall notify the company as soon as possible of the date required to attend for jury service. Further, the employee shall give the Company proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

11A. 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) of this subclause, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in subclause 11.2 of clause 11, 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 the 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 the 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, step child, foster child or 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 the employee on a bona fide domestic basis;
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 - (1) "relative" means a person related by blood, marriage or affinity;
 - (2) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (3) "household" means a family group living in the same domestic dwelling.
 - (d) An employee shall, wherever practicable, give the Company 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 Company 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 Company, 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 Company, subject to the *Annual Holidays Act* 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
 - (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (c) An employee and the Company 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 Company, to take time off in lieu of payment for overtime at a time or times agreed with the Company within 12 months of the said election.
 - (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.
 - (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
 - (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (5) Make-up Time
- (a) An employee may elect, with the consent of the Company, 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 Company, 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.

12. Occupational Superannuation

In accordance with the trust deed, employees shall be entitled to join the appropriate Company superannuation fund or industry superannuation fund. Contributions shall comply with legislative and trust deed requirements.

13. Introduction of Change

13.1 Company's Duty to Notify

- (a) Where the Company 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 company shall notify the employees who may be affected by the proposed changes.
- (b) "Significant Effects" include termination of employment; major changes in the composition, operation or size of the Company's workforce or in the skills required; the elimination or diminution of job opportunities, promotional opportunities or job tenure; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

13.2 Company's Duty to Discuss Change

- (a) The Company shall discuss with the employees affected the introduction of the changes referred to in subclause 13.1 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 their Union in relation to the changes.
- (b) The discussions shall commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in subclause 13.1 of this clause.
- (c) For the purposes of such discussion, the Company shall provide in writing to the employees concerned 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 the Company shall not be required to disclose confidential information, the disclosure of which would be inimical to the Company's interests.

14. Disputes Procedure

Subject to the *Industrial Relations Act* 1996, any grievance, dispute or claim arising out of or relating to this award shall be dealt with the following manner:

- (i) Should any matter arise which gives cause for concern to an employee, the employee shall raise the matter with the immediate supervisor.
- (ii) If the matter remains unresolved, it shall be referred to the Union delegate who shall consult with the appropriate representative of the Company.
- (iii) If the matter remains unresolved, it shall be referred to the secretary of the Union (or representative). This official shall discuss the matter with a senior representative of the Company.
- (iv) If the matter remains unresolved, it shall be submitted to the Industrial Relations Commission of New South Wales, whose decision shall, subject to any appeal in accordance with the *Industrial Relations Act* 1996, be final.
- (v) Whilst the above procedure is being followed, work shall continue as normal in accordance with this award.
- (vi) No party shall be prejudiced as to final settlement by the continuance of work in accordance with this clause.
- (vii) The parties shall, at all times, confer in good faith and without undue delay.

15. Consultative Committee

A Consultative Committee has been established to help meet the goals of this award.

The Consultative Committee shall consist of:

four representative elected by the employees; and

four representatives appointed by the Company.

The Consultative Committee shall be responsible for meeting once every three months to discuss any issues about the award as raised by the Company or employees.

16. Area, Incidence and Duration

16.1 Duration

This award shall take effect from the first pay period to commence on or after 21 April 2001. This award shall remain in effect until 21 October 2002.

16.2 This award rescinds and replaces the Allied Bakeries (Fairfield) Award 1999 published 14 July 2000 (317 I.G. 63), as varied.

16.3 This award shall prevail over the terms of the following awards (including any awards that replace the following awards) to the extent of any inconsistencies:

- (a) The Grocery Products Manufacturing (State) Award published 1 June 2001 (325 I.G. 38), as varied; and
- (b) The Pastrycooks (State) Award published 8 April 1999 (309 I.G. 133), as varied.

17. Rights of Union Members

The Company recognises the right of all employees to become a member of the Union and to inform the Union of any alleged breach of this award and/or of any industrial legislation, and to receive the assistance of the Union in claiming any benefit to which the employee is entitled under this award and/or any industrial legislation. Moreover, the Company's standard "application for employment form" shall contain a section expressly authorising the Company to forward to the Union such details as are required for an application for membership of the Union and also expressly authorising the Company to deduct such amount by way of Union subscriptions as may apply from time to time under the rules of the Union, and to remit such subscriptions to the Union.

The Company shall recognise any duly accredited delegate/s of the Union where it is advised by the Union that the person concerned has been elected/appointed as the delegate in accordance with the rules of the Union, and shall afford such delegate/s reasonable assistance in carrying out their Union duties and functions.

18. 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 the religion that conforms to doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

19. Renegotiation

No later than six months prior to the expiry of this award, the Company, the employees and the Union shall commence a process to review this award. This process shall include:

- (a) an exchange of issues, items and matters for review;
- (b) opportunity for direct involvement, communication and discussion with and by each employee; and
- (c) the establishment o a timetable for conclusion of the review process and reaching a new award prior to expiry date of this award.

PART B

MONETARY RATES

Adult Basic Wage: \$121.40 per week

Table 1 - Rates of Pay

Level	Amount per week Effective 21/4/01 \$	Level	Amount per week Effective 21/01/02 \$
1	459.30	1	475.38
2	487.13	2	504.18
3	514.97	3	533.00
4	556.81	4	576.30
5	584.65	5	605.11
6	612.48	6	633.92

Table 2 - Other Rates and Allowances

Item No.	Clause. No	Subject Matter	Amount Effective 4/01 \$	Amount Effective 21/1/02 \$
1	6.5	First Aid Allowance	10.66 per week	11.03 per week
2	6.6	Meal Allowance for working two or more hours overtime	8.37 per meal	8.76 per meal
3	6.7	Laundry Allowance	1.38 per day	1.42 per day
4	6.8	Leading Hand Allowance In charge of: 3-10 employees	16.09 per week	16.65 per week

	11-20 employees	27.05 per week	28.00 per week
	21 or more employees	35.89 per week	37.15 per week

R. J. PATTERSON, Commissioner.

Printed by the authority of the Industrial Registrar.

(1439)

SERIAL C1436

NEW SOUTH WALES TAFE COMMISSION (TEACHERS IN TAFE CHILDREN'S CENTRES) SALARIES AND CONDITIONS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Education and Training and another.

(No. IRC 4428 of 2002)

Before The Honourable Justice Schmidt

8 August 2002

AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
13.	Anti-Discrimination
15.	Area, Incidence and Duration
1.	Arrangement
10.	Crib Breaks
14.	Deduction of Union Membership Fees
2.	Dictionary
12.	Dispute Resolution Procedure
9.	Duties of Teachers
11.	First-aid Certificate
4.	Hours of Work
8.	Job Share
7.	Leave
6.	Public Holidays
3.	Salaries and Allowances
5.	Shift Work

PART B

MONETARY RATES

Table 1 - Early Childhood Teachers - Salaries
Table 2 - Early Childhood Directors - Allowances
Table 3 - Teachers in Charge - Allowances

2. Dictionary

- 2.1 "Casual Teacher" means a teacher engaged as required by the employer, who is not a full-time or part-time teacher.
- 2.2 "Director-General" means the Director-General of Education and Training and Managing Director of TAFE NSW.
- 2.3 "Early Childhood Director" means a person appointed as such by the employer and who is an early childhood teacher, as defined, who is responsible to the employer for the direct supervision of other employees and/or the management of a centre and centres.
- 2.4 "Early Childhood Teacher" means a person in a centre who is classified by the Director-General as either a four year trained teacher or a three year trained teacher, provided that all teachers employed at the time of the making of this award shall be so classified.
- 2.4.1 "Four Year Trained Teacher" means:
- a teacher who holds a four-year early childhood education degree from a higher education institution;
 - a teacher who holds a degree from a higher education institution and who has, in addition, satisfactorily completed a one year early childhood education diploma from a higher education institution;
 - a teacher who has completed other such courses as the Director-General determines as satisfying requirements.
- 2.4.2 "Three Year Trained Teacher" means:
- a teacher who has satisfactorily completed a course of early childhood education of three years duration at a higher education institution;
 - a teacher who has completed other such courses as the Director-General determines as satisfying requirements.
- 2.5 "Employee" means all persons employed in TAFE children's centres, including early childhood directors and early childhood teachers.
- 2.6 "Employer" means the NSW Technical and Further Education Commission.
- 2.7 "Full-time Teacher" means any teacher engaged as such who is not a part-time or casual teacher and who works 38 hours per week.
- 2.8 "Higher Education Institution" means a university or other tertiary institution recognised by the Director-General which offers degrees, diplomas or teacher education courses.
- 2.9 "Part-time Teacher" means a teacher who is engaged to work regularly and not more than 0.8 of the ordinary hours which a full-time teacher at the centre is required to work, provided that a part-time teacher may work up to 0.9 of the ordinary hours of a full-time teacher if the teacher is entitled to a preparation session equivalent to 0.1 of a teacher's ordinary hours.
- 2.10 "Permanent Part-time Work" means employment which is undertaken for less than the full ordinary working hours per week for the classification on a continuing basis for set and regular hours. The rate

of pay, all conditions and leave entitlements of a permanent part-time staff member are on a pro rata basis.

- 2.11 "Shift" means a daily period of work in a TAFE children's centre and shall be one of the following:
- 2.11.1 "Afternoon shift" means any shift finishing after 7.00 p.m. and at or before midnight.
 - 2.11.2 "Night shift" means any shift finishing after midnight and at or before 8.00 a.m. or any shift commencing at or after midnight and before 5.00 a.m.
 - 2.11.3 "Early morning shift" means any shift commencing at or after 5.00 a.m. and before 6.00 a.m.
 - 2.11.4 "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 teacher at least one third of their working time off night shift in each roster system.
- 2.12 "TAFE Children's Centre" means a long day care centre established on TAFE premises with the primary purpose of providing child care and/or educational development programs and/or centres for children under school age, over a period of eight hours or more a day and for not less than 48 weeks per annum.
- 2.13 "Teacher in Charge" means a teacher appointed as such by the employer in TAFE children's centres where the director is employed on a part-time basis and who is responsible to the director for the management of the centre when the director is not in attendance.
- 2.14 "Temporary Teacher" means a teacher employed to work full-time or part-time for a specified period which is not more than a full centre year but not less than five days. Provided that a teacher may be employed for a specific period in excess of a full year but not more than two full years where such a teacher is replacing a teacher who is on leave for a specified period in excess of a full year.
- 2.15 "Union" means the New South Wales Teachers Federation.

3. Salaries and Allowances

- 3.1 The minimum annual rate of salary payable to early childhood teachers and early childhood directors in TAFE children's centres shall be as set out in Table 1 - Early Childhood Teachers - Salaries, of Part B, Monetary Rates. A teacher shall progress after each 12 months of service along the steps of the salary scale, subject to the teacher demonstrating continuing satisfactory performance and professional growth.
- 3.2 Part-time and Temporary Teachers -
- 3.2.1 A part-time teacher, including a temporary part-time teacher, shall be paid at the same rate as a full-time teacher with the corresponding classification, but in that proportion which the teacher's ordinary attendance hours at the centre bear to the hours which a full-time teacher at a centre is normally required to attend.
 - 3.2.2 The days of attendance of a part-time teacher may be varied at the commencement of each semester or by mutual agreement between the employer and the teacher, with four weeks notice. The ordinary hours for the purpose of this subclause shall not be varied without agreement.
 - 3.2.3 A temporary full-time teacher shall be paid at the same rate as that prescribed for a full-time teacher with the corresponding classification.
- 3.3 Calculation of Service -
- 3.3.1 For the purpose of this clause, any teacher, if required by the employer to do so, shall, upon engagement, establish to the satisfaction of the employer the length of their service as a teacher in any centre or in early childhood education services for children up to eight years of age, or as a teacher in the infants department of a recognised school or within the infants department of

schools registered or certified under the appropriate legislation in other States or Territories of the Commonwealth of Australia, and that period so established shall be taken to be the length of such service for the purpose of that employment.

3.3.2 For the purpose of this clause, a period of service other than service within paragraph 3.3.1 shall be counted as service in accordance with the following principles:

3.3.2.1 A period of service as a lecturer in early childhood education or child development, as a child development officer, or as a family day care coordinator or equivalent, shall be recognised as service.

3.3.2.2 A period of service as a carer in the child care industry, including service as a family day care carer, a child care certificate worker or equivalent, and a period of time during which the teacher is wholly engaged in child rearing, shall be recognised as service at the rate of one increment for each complete three years so engaged. Provided that, during the time of child rearing, the teacher was a qualified early childhood teacher.

3.3.3 For the purpose of calculating service:

3.3.3.1 Any full-time employment (including temporary full-time employment) as referred to in paragraphs 3.3.1 and 3.3.2, shall be counted as service.

3.3.3.2 The amount of part-time service (including temporary part-time service) shall be calculated by reference to proportion that the part-time employment bears to full-time employment in that occupation.

3.3.3.3 Casual teachers shall be entitled to normal incremental progression for each 1,600 hours of service or its equivalent in early childhood education services.

3.3.3.4 For the purpose of calculating service in this subclause, periods of part-time, temporary or casual service shall be aggregated to determine years of full-time service.

3.4 Directors' Allowances -

3.4.1 Early childhood directors shall be paid an amount as set out in Table 2 - Early Childhood Directors - Allowances, of Part B, Monetary Rates, by way of a fixed loading.

3.4.2 For the purposes of determining the number of employees directly supervised by a director, each employee who works for 19 hours or more per week in the centre shall be counted as one employee, and the hours worked by each employee whose hours of work are less than 19 hours per week, as at 1 February and 1 July in each year, shall be aggregated and divided by 38 to determine the full-time equivalent.

3.4.3 A teacher required by the employer to act as an early childhood director for a period of at least five consecutive days shall be paid the appropriate allowances prescribed in the said Table 2 for such period. Provided that a teacher shall not be required to carry out such duties in an acting capacity for more than a full year, except that a teacher may be required to carry out such duties for up to two full years where such a teacher is replacing a director who is on leave for a specified period in excess of a full year.

3.5 Teacher in charge allowances -

A teacher appointed as a teacher in charge shall be paid in addition to the amounts payable pursuant to subclause 3.1, an allowance in accordance with Table 3 - Teachers in Charge - Allowance, of part B - Monetary rates.

3.6 Casual Teachers -

- 3.6.1 A casual teacher shall be paid a 20 per cent loading in addition to the appropriate rate for their classification, up to a maximum of the fourth step of the appropriate scale. This rate shall be calculated by dividing the annual rate by 26.07 to obtain a fortnightly rate and the result by ten to obtain a daily rate and then by 7.6 to obtain an hourly rate.
- 3.6.2 A casual teacher is entitled to an additional payment of one twelfth of their salary in accordance with the *Annual Holidays Act 1944*.
- 3.6.3 Provided that the minimum start for any casual teacher shall be three continuous hours for any day or shift and that time worked thereafter shall be rounded to the nearest half hour.
- 3.6.4 Provided that casual teachers who are engaged for more than six hours and up to 7.6 hours shall be paid the full daily rate.
- 3.7 Reclassification
- 3.7.1 Where a three year trained teacher completes a course of training as set out in the definition of "Four Year Trained Teacher" in Clause 2, Dictionary, the teacher shall be transferred to the salary step on the higher salary scale determined by the teacher's years of service on the scale.
- 3.7.2 When a teacher is transferred to a higher salary scale in accordance with paragraph 3.6.1, the date of the transfer shall be the date of completion of formal course requirements, provided that the teacher advises the employer of the date of such completion within one month of that date. Otherwise the date transfer shall be one month prior to the date on which such advice was furnished by the teacher to the employer.

4. Hours of Work

- 4.1 The ordinary working hours, inclusive of crib breaks taken at the Centre, shall not exceed an average of 38 per week between the hours of 6.00 am to 7.00 pm Monday to Friday to be worked by one of the following methods:
- 4.1.1 A teacher working in shifts of no more than eight hours duration.
- 4.1.1.1 A teacher shall accrue 0.4 of one hour for eight hours duty on each day of attendance to a maximum of one (1) paid rostered day off (RDO) in each 20 days of service. RDOs are to be taken during TAFE breaks where possible. There shall be a maximum of 12 RDOs in any 12 consecutive months of employment.
- 4.1.1.2 Each day of paid leave taken pursuant to this award including each public holiday and the annual holiday (but not including long service leave) shall be regarded as a day worked for accrual purposes.
- 4.1.1.3 A teacher shall be entitled to be paid on termination of employment for rostered days off which have been accumulated but not taken at the rate of pay effective on the date of termination.
- 4.1.1.4 A teacher shall not be entitled to sick leave in respect of illness whilst on a rostered day off. In the event of a rostered day off falling on a public holiday, the teacher and employer shall agree on an alternative day off as a substitute.
- 4.1.2 A teacher working in shifts of more than eight ordinary hours on one or more days during the work cycle.
- 4.1.2.1 A teacher may work three 10 hour shifts and one eight hour shift per week; or
- 4.1.2.2 four 9.5 hour shifts per week; or

- 4.1.2.3 any other shift arrangement whereby a teacher works no more than 10 hours per day or 38 hours per week.

If the teacher works a shift longer than eight hours the teacher shall receive an additional paid crib break of 10 minutes which shall be taken at a time convenient to the employer.

4.1.3 Method of Implementation

Subject to paragraphs 4.1.1 and 4.1.2, the method of implementation of the 38-hour week shall be one of the following, as agreed between the teacher and the Institute manager in charge of the centre:

- 4.1.3.1 19-day month - the teacher may accrue one workday in each 20 days of service as a rostered day off (to be taken during TAFE breaks where possible).
- 4.1.3.2 Accumulation - the teacher may accrue sufficient rostered days off to enable such days to be taken as a block of no more than 12 days at any one time in a ny 12 months of consecutive employment.
- 4.1.3.3 The teacher may work more than eight hours on one or more days of the work cycle.

The institute manager in charge of the centre shall make the final determination of the method of implementing the 38 hour week.

4.1.4 Part-time, Casual and Temporary Teachers:

- 4.1.4.1 Part-time teachers - A part-time teacher shall, by agreement with the institute manager in charge of the centre and according to the period of engagement of the teacher, be entitled to either:

- 4.1.4.1.1 accrue rostered days off in accordance with paragraph 4.1.1 if a part-time teacher's hours are spread over five days of a week; or
- 4.1.4.1.2 be paid an additional loading of five per cent pursuant to this clause in lieu of an entitlement to rostered days off.

- 4.1.4.2 Casual teachers - A casual teacher shall be entitled to be paid an additional loading of five per cent pursuant to this clause in lieu of an entitlement to rostered days off.

- 4.1.4.3 Temporary teachers - A full-time temporary teacher shall, by agreement with the institute manager in charge of the centre and according to the period of engagement of the teacher, be entitled to either:

- 4.1.4.3.1 accrue rostered days in accordance with paragraph 4.1.1; or
- 4.1.4.3.2 be paid an additional loading of five per cent pursuant to this clause in lieu of an entitlement to rostered days off.

4.1.5 Rostering

- 4.1.5.1 A teacher shall be advised by the institute manager in charge of the centre at least four weeks in advance of the day or days on which the teacher is to be rostered off duty.

- 4.1.5.2 An individual teacher may, with the agreement of the institute manager in charge of the centre, substitute the day the teacher is rostered off duty for another day.

5. Shift Work

- 5.1 For the purposes only of calculating the loadings provided for in this clause:
- 5.1.1 a fortnightly rate of pay shall be obtained by dividing the teacher's annual rate by 26.07;
 - 5.1.2 a daily rate of pay shall be obtained by dividing the fortnightly rate, as provided for in paragraph 5.1.1, by ten;
 - 5.1.3 the rate of pay for a casual teacher shall be calculated in accordance with subclause 3.6.
- 5.2 In addition to the weekly or daily rate of salary provided for in clause 3, a loading shall be payable to a teacher required to perform shift work as follows:
- 5.2.1 early morning shift - 10 per cent;
 - 5.2.2 afternoon shift - 15 per cent;
 - 5.2.3 night shift, rotating with day or afternoon shift - 17.5 per cent;
 - 5.2.4 night shift, non rotating - 30 per cent.
- 5.3 Where a teacher is required to work on a Saturday, Sunday or a public holiday, they will be paid for each such day or shift worked on the following basis:
- 5.3.1 Saturday - at one and a half times the daily rate of pay.
 - 5.3.2 Sunday - at double the daily rate of pay.
 - 5.3.3 Public holidays - at two and a half times the daily rate of pay.
 - 5.3.4 The payments prescribed by this subclause shall be in substitution for, and not cumulative upon, the shift loading prescribed in subclause 5.2.

6. Public Holidays

- 6.1 The following days shall be holidays for the purposes of this award: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day. All days proclaimed as public holidays for the state shall be holidays, 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.

7. Leave

- 7.1 Annual Recreation Leave -
- 7.1.1 All teachers, other than casual teachers, will be entitled to a minimum of 20 days recreation leave per annum, or pro rata where employed for periods of less than the equivalent full-time.
 - 7.1.2 All recreation leave is to be taken during TAFE non-teaching and vacation periods where possible.
- 7.2 Annual Leave Loading - All teachers, other than casual teachers, shall be paid a loading of 17.5 per cent of their salary for each week of the four weeks minimum annual leave as provided for in subclause 7.1, for each 12 months of service, or pro rata on the basis of the staff member's ordinary salary rate.
- 7.3 Sick Leave -

- 7.3.1 All full-time teachers shall be entitled to 15 days per annum, with the unused component of the annual entitlement being fully cumulative.
- 7.3.2 The sick leave entitlement for a part-time teacher employed in a centre shall be in that proportion which the teacher's working hours bears to the number of working hours which a full-time teacher at that centre is normally required to work.
- 7.3.3 A temporary teacher's sick leave entitlement shall be in that proportion of 15 days which their appointment bears to the proportion of the year that they work.
- 7.3.4 Special sick leave shall be available in line with TAFE policy.
- 7.4 Family and Community Service Leave -
- 7.4.1 The maximum amount of family and community service leave that may be granted for full-time teachers is:
- 7.4.1.1 during the first 12 months of service - 2.5 working days;
- 7.4.1.2 after completion of 12 months of service - five working days in any two-year period; or
- 7.4.1.3 one working day for each year of service after two years of continuous service, less any period of family and community service leave already taken.
- 7.4.2 The family and community service leave entitlement for a part-time teacher employed in a centre shall be in that proportion which the teacher's working hours bears to the number of working hours which a full-time teacher at that centre is normally required to work.
- 7.5 Personal/Carer's Leave -
- 7.5.1 Use of Sick Leave
- 7.5.1.1 A teacher, other than a casual teacher, with responsibilities in relation to a class of person as set out in subparagraph 7.5.1.3.2 who needs the teacher's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in subclause 7.3, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- 7.5.1.2 The teacher 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, a teacher must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- 7.5.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:
- 7.5.1.3.1 the teacher being responsible for the care of the person concerned; and
- 7.5.1.3.2 the person concerned being:
- (a) a spouse of the teacher; or
- (b) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

- (c) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the teacher or spouse or de facto spouse of the teacher; or
- (d) a same sex partner who lives with the teacher as the de facto partner of that teacher on a bona fide domestic basis; or
- (e) a relative of the teacher who is a member of the same household where, for the purposes of this section:
 - (i) "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - (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.

7.5.1.4 A teacher 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 teacher, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

7.5.2 Unpaid Leave for Family Purpose -

7.5.2.1 A teacher 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 as set out in subparagraph 7.5.1.3.2, who is ill.

7.5.3 Annual Leave -

7.5.3.1 A teacher may elect, with the consent of the employer and subject to the *Annual Holidays Act* 1994, to take annual leave not exceeding five days in single-day periods or part thereof in any calendar year at a time or times agreed by the parties.

7.5.3.2 Access to annual leave, as prescribed in subparagraph 7.5.3.1, shall be exclusive of any shutdown period provided for elsewhere under this award.

7.5.3.3 A teacher 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.

7.5.4 Make-up Time -

7.5.4.1 A teacher may elect, with the consent of the employer, to work "make-up time", under which the teacher 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.

7.5.4.2 A teacher on shift work may elect, with the consent of the employer, to work "make-up time" (under which the teacher 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.

7.5.5 Rostered Days Off -

- 7.5.5.1 A teacher may elect, with the consent of the employer, to take a rostered day off at any time.
- 7.5.5.2 A teacher may elect, with the consent of the employer, to take rostered days off in part-day amounts.
- 7.5.5.3 A teacher 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 teacher, or subject to reasonable notice by the teacher or the employer.
- 7.5.5.4 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.
- 7.5.6 Bereavement Leave -
- 7.5.6.1 A teacher, other than a casual teacher, 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 7.5.6.3.
- 7.5.6.2 The teacher must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide, to the satisfaction of the employer, proof of death.
- 7.5.6.3 Bereavement leave shall be available to the teacher in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph 7.5.1.3.2; provided that, for the purpose of bereavement leave, the teacher need not have been responsible for the care of the person concerned.
- 7.5.6.4 A teacher shall not be entitled to bereavement leave under this clause during any period in respect of which the teacher has been granted other leave.
- 7.5.6.5 Bereavement leave may be taken in conjunction with other leave available under paragraphs 7.5.1, 7.5.2, 7.5.3, 7.5.4, 7.5.5 and 7.5.7. In determining such a request, the employer will give consideration to the circumstances of the teacher and the reasonable operation requirements of the business.
- 7.5.7 Time Off in Lieu of Payment for Overtime -
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

8. Job Share

- 8.1 Job share is a five-day full-time position which is shared by two teachers, working a predetermined number of full days each per week.
- 8.2 Job share is only available to early childhood teachers, not early childhood directors.
- 8.3 Procedures for implementing job share:
- 8.3.1 Teachers interested in job share may put forward a proposal in writing to the director. This proposal should include the following:
- 8.3.1.1 reasons;
 - 8.3.1.2 benefits to the centre;
 - 8.3.1.3 strategies for the management of job share;
 - 8.3.1.4 nominated days of work.
- 8.3.2 The director and the prospective job share teacher will then meet to discuss the following issues:
- 8.3.2.1 advantages/disadvantages of proposal;
 - 8.3.2.2 strategies for communication between job share teachers;
 - 8.3.2.3 strategies for communication with other staff members;
 - 8.3.2.4 attendance at parent meetings and preparation of written reports;
 - 8.3.2.5 attendance at staff meetings, regional meetings, in-service courses and other out of hours meetings or functions;
 - 8.3.2.6 curriculum and programming issues.
 - 8.3.2.7 The parties note that attendance at meetings on days that a job share teacher is normally not expected to attend is at the discretion of the teacher.
- 8.3.3 If there is an in principle agreement between the above parties, the written proposal will be forwarded to the relevant institute human resources manager with a recommendation from the director.
- 8.3.4 The human resources manager will confirm, in writing, whether the proposal is approved or not.
- 8.3.5 If job share is approved, the second position is advertised and both positions will become permanent part-time.
- 8.3.6 Following the appointment of the second job share teacher, the issues identified in paragraph 8.3.2 will be discussed at a full staff meeting.
- 8.3.7 In the event that the job share proposal is not approved, the staff member concerned has the right to invoke the dispute resolution procedure as set out in clause 12, Dispute Resolution Procedure.
- 8.4 The employer reserves the right to:
- 8.4.1 view each situation on an individual basis;
 - 8.4.2 nominate, if necessary, a number of staff or an overall percentage of teachers in TAFE children's centres who are able to job share;
 - 8.4.3 determine the number of job share positions in each centre.

8.5

8.5.1 Absences that occur due to approved leave, including sick leave, by one of the two job share teachers will be offered in the first instance to the other person. The teacher cannot be directed to work such absences.

8.5.2 Payment for such vacancies will be according to clause 3, Salaries and Allowances.

8.6 Resignations - In the event that the position of one job share teacher at a particular centre becomes vacant, the following procedure will occur:

8.6.1 the remaining part-time teacher may be offered the option of a full-time position;

8.6.2 another permanent staff member, including a part-time teacher, may transfer to the job share position;

8.6.3 if neither of the above occurs, then the part-time position will be advertised.

9. Duties of Teachers

9.1 The normal duties of teachers shall include the usual duties performed in attendance at a centre as well as the usual planning, resourcing and extracurricular activities associated with a centre, including attendance at parent and committee management meetings.

9.2 A director shall, in addition to subclause 9.1, have responsibility for the supervision of employees and the security and maintenance of a centre.

9.3 Teachers, other than casual teachers, shall be allowed three days paid leave per annum, in lieu of attendance at out of hours enrolment sessions, in-service, staff meetings, parent and committee management meetings. The leave shall be granted and taken on a day or days determined by the director or line manager and be mutually convenient.

9.4 Teachers, other than casual teachers, who are required to stay at the centre after their normal finishing time due to late collection of children or related emergency situation, will receive time in lieu.

10. Crib Breaks

10.1 A teacher shall be entitled to 30 consecutive minutes crib break within the centre.

10.2 Where a meal is taken at the centre, it shall be counted as time worked. A teacher is not to be required to work for more than five hours without being given the opportunity to take a crib break.

11. First-Aid Certificate

11.1 Teachers, other than casual teachers, will be required to obtain and maintain a first-aid certificate under the following conditions:

11.1.1 Teachers in the first six months of employment will be required to have or to obtain a "Care for Kids" qualification or an approved senior first-aid certificate.

11.1.2 Teachers will be required to maintain the currency of their first-aid certification.

11.1.3 Teachers will be granted paid leave to attend a first-aid course or, when the teacher attends the course in their own time, the teacher will receive time in lieu at ordinary rates for course attendance time.

12. Dispute Resolution Procedure

- 12.1 The objective of these procedures is the avoidance and resolution of industrial disputation, arising under this award, by measures based on consultation, cooperation and negotiation.
- 12.2 Without prejudice to either party, the parties to this award shall ensure the continuation of work in accordance with this award and custom and practice in TAFE children's centres.
- 12.2.1 In the event of any matter arising under this award which is of concern or interest, the teacher shall discuss the matter with the appropriate supervisor.
- 12.2.2 If the matter is not resolved at this level, the teacher may refer the matter to the union, which will discuss the matter with the appropriate supervisor.
- 12.2.3 If the matter remains unresolved, it shall be referred to the General Secretary of the union or nominee and the institute director or nominee for discussion and appropriate action.
- 12.2.4 If the matter cannot be resolved at this level, it may be referred to the Industrial Relations Commission of New South Wales or its successor.
- 12.3 Nothing contained in this procedure shall prevent the General Secretary of the union or nominee and the General Manager of Personnel/institute director or nominee from entering into negotiations at any level, either at the request of a member or on their own initiative, in respect of matters in dispute should such action be conducive to achieving resolution of the dispute.

13. Anti-Discrimination

- 13.1 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.
- 13.2 It follows that in fulfilling their obligations under the dispute resolution procedures 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.
- 13.3 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.
- 13.4 Nothing in this clause is to be taken to affect:
- 13.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 13.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 13.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 13.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

- 13.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- “Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.”

14. Deduction of Union Membership Fees

- 14.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 14.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 14.3 Subject to 14.1 and 14.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 14.4 Monies so deducted from employee's pay shall be forwarded regularly to the union, together with all necessary information to enable the union to reconcile and credit subscriptions to employee's union membership accounts.
- 14.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 14.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

15. Area, Incidence and Duration

- 15.1 This award shall apply to all early childhood teachers and early childhood directors as defined in clause 2, Dictionary, employed in TAFE children's centres in the New South Wales Technical and Further Education Commission.
- 15.2 This award rescinds and replaces the New South Wales TAFE Commission Teachers (TAFE Children's Centres) Salaries and Conditions Award, published 28 April 2000 (315 I.G. 304) and all variations thereof.
- 15.3 It shall take effect from 8 August 2002 and remain in force until 31 December 2004.

PART B

MONETARY RATES**Table 1 - Early Childhood Teachers - Salaries**

The following minimum annual salaries shall apply with effect from the beginning of the first pay period commencing on or after the date specified in each column

Three Year Trained Teachers	21 February 2002 \$	1 February 2003 \$	1 July 2003 \$	1 February 2004 \$	1 July 2004 \$
Step 1	34,620	36,005	37,445	38,568	39,725
Step 2	36,383	37,838	39,352	40,533	41,749
Step 3	38,285	39,816	41,409	42,651	43,931
Step 4	40,041	41,643	43,309	44,608	45,946
Step 5	41,864	43,539	45,281	46,639	48,038
Step 6	43,890	45,646	47,472	48,896	50,363
Step 7	44,994	46,794	48,666	50,126	51,630
Step 8	46,088	47,932	49,849	51,344	52,884
Step 9	47,923	49,840	51,834	53,389	54,991
Step 10	49,838	51,832	53,905	55,522	57,188
Step 11	51,181	53,228	55,357	57,018	58,729
Four Years Trained Teachers	21 February 2002 \$	1 February 2003 \$	1 July 2003 \$	1 February 2004 \$	1 July 2004 \$
Step 1	36,813	38,286	39,817	41,012	42,242
Step 2	39,094	40,658	42,284	43,553	44,860
Step 3	41,291	42,943	44,661	46,001	47,381
Step 4	43,729	45,478	47,297	48,716	50,177
Step 5	45,997	47,837	49,750	51,243	52,780
Step 6	47,923	49,840	51,834	53,389	54,991
Step 7	49,838	51,832	53,905	55,522	57,188
Step 8	51,998	54,078	56,241	57,928	59,666
Step 9	54,076	56,239	58,489	60,244	62,051

Table 2 - Early Childhood Directors - Allowances

The following minimum rates shall apply with effect from the beginning of the first full pay period commencing on or after the date specified in each column.

Units	21 February 2002 Per annum \$	1 February 2003 Per annum \$	1 July 2003 Per annum \$	1 February 2004 Per annum \$	1 July 2004 Per annum \$
1 to 6 employees	5,145	5,402	5,672	5,956	6,254
7 to 12 employees	6,225	6,536	6,863	7,206	7,566
13 to 16 employees	7,578	7,957	8,355	8,773	9,212
17 or more employees	8,229	8,640	9,072	9,526	10,002

Table 3 - Teacher in Charge - Allowances

The following minimum rates shall apply with effect from the beginning of the first full pay period commencing on or after the date specified in each column.

Units	21 February 2002 Per annum \$	1 February 2003 Per annum \$	1 July 2003 Per annum \$	1 February 2004 Per annum \$	1 July 2004 Per annum \$
1 to 6 employees	2,573	2,702	2,837	2,979	3,128
7 to 12 employees	3,113	3,268	3,431	3,603	3,783
13 to 16 employees	3,789	3,978	4,177	4,386	4,605
17 or more Employees	4,115	4,321	4,537	4,764	5,002

M. SCHMIDT *J.*

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INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, industrial organisation of employees.

(No. IRC 3837 of 2002)

Before Commissioner Patterson

16 August 2002

VARIATION

1. Delete subclause (6) of clause 3, Rates of Pay, of the award published 22 June 2001 (325 I.G. 701), as varied, and insert in lieu thereof the following:
 - (6) The rates of pay in this award include adjustments payable under the State Wage Case 2002. These adjustments may be offset against:
 - (a) any equivalent overaward payments; and/or
 - (b) award increases since 29 May 1991 and other 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 - Total Wage Rates

Classification	SWC 2001 Amount \$	SWC 2002 Adjustment \$	SWC 2002 Amount \$
Evaporator Operator	455.20	18.00	473.20
General Hand	430.55	18.00	448.55
Lift Operator	455.20	18.00	473.20
Junior Employees			
Under 17 years of age	233.28	18.00	251.28
Under 18 years of Age	351.64	18.00	369.64
18 years and over General Hand	430.55	18.00	448.55

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2001 Amount \$	SWC 2002 Amount \$
1	3(1)	Supplementary Payment	14.75	15.25
2	3(2)	Freezer Allowance	11.25	11.65
3	3(3)	Leading Hands	13.60	14.10
4	17	Meal Allowance	5.85	6.05
5	20(3)	First Aid	1.85	1.90

"Note": All expense related allowances in this award have been varied in accordance with CPI adjustments up to and including the March quarter 2002.

3. This variation shall take effect from the first full pay period to commence on or after 22 November 2002.

R. J. PATTERSON, Commissioner.

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(582)

SERIAL C1519

**SADDLERY, LEATHER, CANVAS AND PLASTIC MATERIAL
WORKERS' (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 4290 of 2002)

Before The Honourable Justice Haylen

5 August 2002

VARIATION

1. Delete subclause (2) of clause 4, Wage Rates, of the award published 8 February 2002 (331 I.G. 120), as varied, and insert in lieu thereof the following:
 - (2) The rates of pay in this award include the adjustments payable under the State Wage Case 2002. These adjustments may be offset against:
 - (i) any equivalent overaward payments; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

Group	Former Rate per week \$	SWC 2002 \$	New Rate per week \$
A	468.70	18.00	486.70
B	465.00	18.00	483.00
C	462.80	18.00	480.80
D	458.80	18.00	476.80
E	447.80	18.00	465.80
F	442.10	18.00	460.10
G	439.90	18.00	457.90
H	438.80	18.00	456.80
I	436.10	18.00	454.10
J	432.80	18.00	450.80
K	431.10	18.00	449.10
L (all others)	430.00	18.00	448.00
L (glove manufacturer with less than 6 months' experience)	424.90	18.00	442.90
M	422.40	18.00	440.40

Table 2 - Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	4(3)23(b)	Leading Hand 1 to 5 employees	20.30 per week
2	4(3)23(b)	Leading Hand 6 to 10 employees	25.60 per week

3	4(3)23(b)	Leading Hand 11 or more employees	35.10 per week
4	4(3)23(c)	First-aid	8.30 per week
5	7(a)	Repairing harness - offensive nature	0.36 per hour
6	7(b)	Repairing canvas - offensive nature	0.35 per hour
7	8(b)	Operating a forklift	0.41 per hour
8	12(c)	Meal allowance - more than one and one-half hours' overtime	9.23
9	12(c)	Meal Allowance - Where employee has provided a meal and is not required to work	8.45

3. This variation shall take effect from the beginning of the first full pay period to commence on or after 31 August 2002.

W. R. HAYLEN *J.*

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(4229)

SERIAL C1553

NURSES' (PRIVATE SECTOR) TRAINING WAGE (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses' Association, industrial organisation of employees.

(No. IRC 4528 of 2002)

Before The Honourable Justice Boland

23 and 26 August 2002

VARIATION

1. Delete subparagraph (iv) of subclause (a) in clause 7, Wages, of the award published 2 August 1996, (294 I.G. 77), 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 May 2002. These adjustments may be offset against:
 - (a) any equivalent overaward payments, and /or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 - Monetary Rates for Trainees, and Table 2 - Monetary Rates for School Based Traineeships, of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1 - Monetary Rates for Trainees

	Highest Year of Schooling Completed		
	Skill Level A		
School Leaver	Year 10 \$	Year 11 \$	Year 12 \$
	200.00	219.00	265.00
1 year out of school	219.00	265.00	309.00
2 years	265.00	309.00	359.00
3 years	309.00	359.00	410.00
4 years	359.00	410.00	
5 years	410.00		

*Figures in brackets indicated the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rates is 20 per cent.

Table 2 - Monetary Rates for School Based Traineeships

	Year of Schooling	
	Year 11 \$	Year 12 \$
School Based Traineeships - Skill Levels A	200.00	219.00

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

3. This variation shall take effect from the beginning of the first pay period to commence on or after 12 March 2003.

R. P. BOLAND J.

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(152)

SERIAL C1556

COLD STORAGE AND ICE EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australasian Meat Industry Employees' Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 4630 of 2002)

Before The Honourable Justice Haylen

9 September 2002

VARIATION

1. Delete subclause (iv) of clause 5, Rates of Pay, of the award published 1 June 2001 (325 I.G. 69), as varied, and insert in lieu thereof the following:
 - (iv) Arbitrated Safety Net Adjustment - The rates of pay in this award include the adjustments payable under the State Wage Case 2002. These adjustments may be offset against:
 - (a) any equivalent overaward payments, and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Wage Rates**

Adult Classification	Current Minimum Weekly Wage Rate \$	Minimum Weekly Wage 2001 State Wage Case Effective 2 Sept 2002 \$	Minimum Weekly Wage 2002 State Wage Case Effective 2 Sept 2003 \$
Employee Grade 1	439.70	452.70	470.70
Employee Grade 2 (Inside Hand)	454.70	467.70	485.70
Employee Grade 3 (Forklift Driver)	460.50	473.50	491.50
Employee Grade 4	479.30	492.30	510.30
Employee Grade 5	492.20	507.20	525.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Current Rate \$	Rate as at 2 Sept 2002 \$	Rate as at 2 Sept 2003 \$
1	7(iii)	Meal Allowance First Meal Subsequent meal	8.69 5.47	9.01 5.67	9.01 5.67
2	9(i)	Temperature Allowance - Minus 18 degrees Celsius Between minus 19 degrees and minus 25 degrees - Celsius Below minus 25 degrees Celsius	0.95 p/hour 1.01 p/hour 1.41 p/hour	0.98 p/hour 1.04 p/hour 1.45 p/hour	1.01 p/hour 1.08 p/hour 1.50 p/hour
3	9(ii)	Laundry Allowance - Overalls Freezer suit	3.87 p/week 9.61 p/month	4.00 p/week 9.94 p/month	4.00 p/week 9.94 p/month

3. This variation shall come into effect from the first full pay period on or after 2 September 2002.

W. R. HAYLEN *J.*

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(316)

SERIAL C1506

CROWN EMPLOYEES (NSW FIRE FIGHTING STAFF) AWARD 2001

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the New South Wales Fire Brigade Employees' Union, industrial organisation of employees.

(No. IRC 4352 of 2002)

Before The Honourable Justice Boland

9 and 14 August 2002

VARIATION

1. Delete paragraph 26.2.2 of subclause 26.2, of clause 26, Travelling Compensation of the award published 8 March 2002 (331 I.G. 1093) and insert in lieu thereof the following:

26.2.2 Where overnight accommodation is provided, any time from arrival until departure shall not count as waiting time except as follows:

26.2.2.1 if duty is performed on the day of arrival, the time less one hour between arrival and the commencement of duty; and

26.2.2.2 if duty is performed on the day of departure, the time less one hour from the completion of duty to departure; or

26.2.2.3 if no duty is performed on day of departure the time after 0830 hours until departure.

2. Delete clause 28, Priority Of Transfer To Certain Areas Outside The GSA and insert in lieu thereof the following:

Clause 28. Transfers Outside of the GSA

This Clause prescribes the transfer arrangements which shall apply in the case of all Operational Firefighter vacancies which arise outside of the GSA.

28.1 Transfer Register Applications

28.1.1 Applications for placement on any Transfer Register shall be made by way of report to the Deputy Manager Operational Personnel. Such reports shall clearly state the Transfer Register on which the employee seeks to be placed, the employee's current classification, the employee's current address and whether or not the employee is claiming residential qualification pursuant to subclause 28.4.

28.1.2 With the exception of Recruit Firefighters, all firefighters shall be eligible to apply for placement on any one or more of the Country Transfer Registers or Regional Transfer Registers listed at subclause 28.2.

28.1.3 With the exception of Inspectors with regards to the Blue Mountains area (only), all Station Officers and Inspectors shall be eligible to apply for placement on any one or more of the Regional Transfer Registers listed at subclause 28.2.2.

28.1.4 Leading Firefighters shall not be eligible to apply for placement on any Officer Transfer Register until such time as they have been promoted to Station Officer rank. Similarly, Station Officers shall not be eligible to apply for placement on any Senior Officer Transfer Register until such time as they have been promoted to Inspector rank. Employees so promoted shall be required to submit a new report pursuant to subclause 28.1.1 in order to be placed on the corresponding Transfer Register for their new classification.

28.1.5 The Deputy Manager Operational Personnel shall acknowledge receipt of all applications within 14 days of the day upon which they are received. This receipt shall confirm the employee's service number, name, date of application, Transfer Register for which the employee has applied and, if applicable, whether or not the employee's claim for Residential Qualification has been accepted. Applications for placement on a Transfer Register shall only be valid upon the issuing of this receipt, which shall serve as proof of an employee's application.

- 28.1.6 Employees may be removed from a Transfer Register by submitting a further report to that effect to the Deputy Manager Operational Personnel, who shall in turn issue a receipt as proof of that withdrawal.

28.2 Transfer Registers

28.2.1 Country Transfer Registers:

Transfer Register	Local Government Area
Albury	Albury City Council
Armidale	Armidale City Council
Bathurst	Bathurst City Council
Broken Hill	Broken Hill City Council
Coffs Harbour	Coffs Harbour City Council
Dubbo	Dubbo City Council
Goulburn	Goulburn City Council
Lismore	Lismore City Council
Maitland	Maitland City Council
Moree	Moree Plains Shire Council
Nowra	Shoalhaven City Council
Orange	Orange City Council
Port Macquarie	Hastings Council
Queanbeyan	Queanbeyan City Council
Tamworth	Tamworth City Council
Tweed Heads	Tweed Shire Council
Wagga Wagga	Wagga Wagga City Council

28.2.2 Regional Transfer Registers:

Transfer Register	Local Government Area
Blue Mountains	Blue Mountains City Council
Central Coast	Gosford City Council and Wyong Shire Council
Illawarra	Wollongong City Council and Shellharbour City Council
Newcastle	Lake Macquarie City Council and Newcastle City Council

- 28.2.3 The parties agree that where permanent firefighters are to be introduced in an area outside the GSA for which no Transfer Register exists, a new Transfer Register will be established. Where a new transfer register is to be established, the Department shall advertise the establishment of that register and invite initial applications for a period of six weeks. Any applications received within the six week period shall be deemed to have been received on the date of creation of the register and placed on that register in accordance with the following provisions:

- 28.2.3.1 Notwithstanding the provisions of subclause 28.4.2, an applicant who satisfies the provisions of subclause 28.4.3 and has done so for a period of 2 or more consecutive years leading up to the date of creation of the list shall be placed at the top of register. Where more than one applicant satisfies this provision, placement on the register shall be determined by a ballot conducted by the Deputy Manager Operational Personnel; and
- 28.2.3.2 Applicants who are unable to satisfy the provisions of subclause 28.2.3.1 shall be placed immediately after last of those applicants so placed on the register. Where more than one such application is received, the order of placement shall be determined by way of a ballot conducted by the Deputy Manager Operational Personnel.

28.3 Operation of Transfer Registers

- 28.3.1 The Department shall establish and maintain Transfer Registers as follows:
- 28.3.1.1 for firefighters, a separate Transfer Register for each of the Country Transfer Register areas and Regional Transfer Register areas listed at subclauses 28.2.1 and 28.2.2;
 - 28.3.1.2 for officers, a separate Transfer Register for each of the Regional Transfer Register areas listed at subclause 28.2.2; and
 - 28.3.1.3 for Senior Officers, a separate Transfer Register for each of the Regional Transfer Register areas listed at subclause 28.2.2. Provided that there shall not be a Blue Mountains Regional Transfer Register for Senior Officers, and that vacancies which occur within that area shall be filled in accordance with subclause 28.7.
- 28.3.2 Each Transfer Register shall detail each applicant's employee service number, their name, the date of their original application for transfer and, if applicable, the date of their successful application for residential qualification and/or the date of their eventual transfer to the area in question.
- 28.3.3 The placement of each employee upon each Transfer Register shall be determined by order of the date upon which the employee made application for placement on that Transfer Register. Where more than one application for the same Transfer Register is submitted on the same day, the Deputy Manager Operational Personnel shall determine the order of placement of those multiple applicants by way of ballot.
- 28.3.4 Upon the occurrence of a vacancy within a Transfer Register's area, that transfer shall be offered to employees on that Transfer Register in the following order:
- 28.3.4.1 the first offer of transfer shall be made to the highest placed employee holding residential priority status and, if declined, to the next highest placed employee holding residential priority status, and so on until such time as the vacancy is filled;
 - 28.3.4.2 in the event that no employee on that Transfer Register holds residential priority status, or that all employees holding residential priority status decline the offer of transfer, the vacancy shall then be offered to all employees on that Transfer Register, with the first offer to be made to the highest placed employee and, if declined, to the next highest placed employee and so on until such time as the vacancy is filled; and
 - 28.3.4.3 in the event that no employee exists on that Transfer Register and/or all employees on that Transfer Register decline the offer of transfer, the vacancy shall then be advertised for and open to all eligible employees.
- 28.3.5 Declining an offer of transfer shall not affect an employee's position on the relevant Transfer Register, provided that employees who decline three successive offers of transfer shall be removed from that Transfer Register.
- 28.3.6 The Department shall make available copies of all Transfer Registers to employees in the manner agreed between the Department and the Union.

28.4 Residential Qualification and Residential Priority Status

- 28.4.1 All employees seeking residential qualification on any Transfer Register shall be required to submit a report to the Deputy Manager Operational Personnel setting out the Transfer Register for which residential qualification is sought, the address of their primary residence and their current work location. This report may be either the same report as that of the employee's original application made pursuant to subclause 28.1.1, or a

- subsequent report which is submitted due to an employee's transfer or a change of primary residence.
- 28.4.2 An employee shall not be entitled to recognition of residential qualification on any Transfer Register prior to the date of their report making application for that recognition pursuant to subclause 28.4.1.
- 28.4.3 In order to recognise an employee's claim for residential qualification on a particular Transfer Register, the Deputy Manager Operational Personnel must first be satisfied that the primary residence in question is located either:
- 28.4.3.1 within the Transfer Register area in question, or
 - 28.4.3.2 in such a location that any permanently staffed fire station within the Transfer Register area for which the applicant is claiming residential priority is closer to their primary residence than any permanently staffed fire station within the GSA or Transfer Register area, as the case may be, to which the applicant is currently attached. For the purposes of this subclause, distances shall be determined by drawing a straight line between both locations and calculating that distance, i.e. in a straight line.
- 28.4.4 Employees holding residential qualification on any Transfer Register must submit a further report pursuant to subclause 28.4.1 immediately upon their:
- 28.4.4.1 change of address, meaning a change in the location of their primary residence; or
 - 28.4.4.2 transfer from the GSA to a Transfer Register area; or
 - 28.4.4.3 transfer from one Transfer Register area to another Transfer Register area.
- 28.4.5 The Deputy Manager Operational Personnel shall acknowledge and review all reports submitted pursuant to subclause 28.4.4. If an employee's transfer or revised primary residence location means that the employee no longer satisfies the residential qualification requirements of subclause 28.4.3, then the employee's records upon the relevant Transfer Register(s) shall be adjusted accordingly. It shall remain the responsibility of employees to apply for any additional residential qualification which may arise as a result of their transfer or revised primary residence.
- 28.4.6 Subject to the provisions of subclause 28.4.7, an employee who has held and continually maintained residential qualification upon a Transfer Register for two years shall then be recognised as holding residential priority status for that Transfer Register. Employees may be required to provide evidence of their primary residence with Statutory Declarations, electoral enrolment forms, rates notices, bills and/or such other documentation or evidence which it would be reasonable for the Department to request of the employee in order to verify their claim. Vacant blocks of land, Post Office boxes, investment properties, holiday homes or the addresses of relatives or friends, when in fact the employee has primarily resided elsewhere, shall therefore be unacceptable.
- 28.4.7 In the case of Leading Firefighters who are promoted to Station Officer, or Station Officers who are promoted to Inspector:
- 28.4.7.1 if stationed within a Regional Transfer Register area at the time of their promotion, then such employees shall be transferred to the GSA. Provided that employees so transferred who make application pursuant to subclause 28.1 for return transfer within three months of the date of their promotion shall be placed on the corresponding Transfer Register for their new classification and credited with residential priority status as of the date of that promotion;

- 28.4.7.2 if holding a position on a Regional Transfer Register at the time of their promotion, and holding residential priority status for that area, then such employees shall be entitled within three months of the date of their promotion to submit a further report pursuant to subclause 28.1, following which they shall be placed on the corresponding Transfer Register for their new classification and credited with residential priority status as of the date of that promotion;
- 28.4.7.3 if holding a position on a Regional Transfer Register at the time of their promotion, and holding residential qualification for that area, then such employees shall be entitled within three months of the date of their promotion to submit a further report pursuant to subclause 28.1, following which they shall be placed on the corresponding Transfer Register for their new classification as of the date of that promotion and recognised for the purposes of subclause 28.4.6 for that period of residential qualification already accrued.
- 28.4.7.4 if holding a position on a Regional Transfer Register at the time of their promotion, but without holding residential qualification for that area, then such employees shall be entitled within three months of the date of their promotion to submit a further report pursuant to subclause 28.1, following which they shall then be placed on the corresponding Transfer Register for their new classification as of the date of that promotion.

28.5 Appeals concerning Residential Qualification

- 28.5.1 An employee seeking to challenge either the Department's determination of their residential qualification, or the Department's determination of the residential qualification of another employee may appeal in the first instance by way of report to the Manager Operational Personnel. Such reports shall provide all relevant details and may be supported by any documentation or evidence which the employee considers relevant to their claim. An anonymous appeal against an employee shall not be investigated.
- 28.5.2 Where an appeal concerns the employee's own residential qualification, the Manager Operational Personnel shall provide the employee with a written determination of that appeal, setting out the reasons for same, within 14 days of receipt of the employee's report.
- 28.5.3 Where an appeal concerns the residential qualification of another employee, the Manager Operational Personnel shall forward a copy of the said report to the employee who is the subject of the challenge. The employee under challenge shall be allowed no less than 28 days to reply by way of report to the Manager Operational Personnel who shall thereafter provide both employees with a written determination of the appeal, setting out the reasons for same, within 14 days of receipt of the second employee's report.
- 28.5.4 An employee may appeal a determination of the Manager Operational Personnel by way of report to the Commissioner. The Commissioner shall consider all previous reports and documentation relating to the matter, together with any additional information which the employee or employees concerned may supply, following which the Commissioner shall provide the employee or employees concerned with a written and final determination of the matter.

28.6 Regional Communications and BA/Hazmat

This subclause prescribes the transfer arrangements which shall apply for all firefighter or Station Officer vacancies which occur within Regional Communication Centres and Regional BA/Hazmat Sections.

- 28.6.1 Upon the occurrence of a vacancy, transfers shall be offered in the following order:

- 28.6.1.1 Firstly, by advertisement by way of internal memorandum to all employees who are stationed within the Regional Transfer Register area in which the vacancy exists. Where there are more suitable applicants than positions available, interviews shall be held to determine the successful applicant.
- 28.6.1.2 In the event that no applications are received at subclause 28.6.1.1, or that none of the local applicants meet the essential criteria, as agreed between the Department and the Union, the vacancy shall then be offered to all employees holding residential priority status on the relevant Regional Transfer Register, with the first offer to be made to the highest placed applicant who meets the essential criteria and, if declined, to the next highest placed applicant who meets the essential criteria and so on until such time as the vacancy is filled.
- 28.6.1.3 In the event that all employees holding residential priority status on that Regional Transfer Register decline the offer of transfer, or that no such employee meets the essential criteria, as agreed between the Department and the Union, the vacancy shall then be offered to all employees on that Regional Transfer Register, with the first offer to be made to the highest placed applicant who meets the essential criteria and, if declined, to the next highest placed applicant who meets the essential criteria and so on until such time as the vacancy is filled.
- 28.6.1.4 In the event that all employees on that Regional Transfer Register decline the offer of transfer, or that none of the Regional Transfer Register applicants meet the essential criteria, as agreed between the Department and the Union, the vacancy shall then be advertised by way of internal memorandum to all Communication Centre or BA/Hazmat employees (as the case may be). Where there are more suitable applicants than positions, interviews shall be held to determine the successful applicant.
- 28.6.1.5 In the event that all Communication Centre or BA/Hazmat employees (as the case may be) decline the offer of transfer, the vacancy shall then be advertised for and open to all eligible employees through In Orders.
- 28.6.1.6 Successful applicants will be required to successfully complete the required training, and on appointment, to serve in the relevant Centre/Section for a minimum period of three years. Provided that if the transfer is made in accordance with subclause 28.6.1.4 then the cumulative total service will be a minimum period of three years.

28.7 Country Officers, Country Senior Officers and Operational Support Staff

- 28.7.1 Vacancies which occur amongst any of the positions listed at subclause 28.7.2 shall be advertised through In Orders and filled on the basis of competitive merit selection. Selection Committees shall be constituted in accordance with the Recruitment and Selection Guidelines of the NSW Public Service.
- 28.7.2
- 28.7.2.1 Country Officers, being all Station Officer positions located in areas outside of the GSA and the Regional areas listed at subclause 28.2.2; and
- 28.7.2.2 Country Senior Officers, being all Inspector positions located outside the GSA and the Newcastle, Central Coast and Illawarra Transfer Register areas; and
- 28.7.2.3 Operational Support staff, being all positions defined as such by Clause 14 of this Award.

28.8 Transitional Provisions

Employees who, as at 7 June 2002 were recognised by the Department as living in or travelling through an area for which they had applied for transfer in accordance with In Orders 1991/19 shall be deemed, for the purposes of subclause 28.4.1, to have applied for and received residential qualification for that Transfer Register on the date initially recognised by the Department.

3. This variation shall take effect on and from 9 August 2002.

R. P. BOLAND *J.*

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(308)

SERIAL C1487

LOCAL GOVERNMENT (STATE) AWARD 2001

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Local Government Association of New South Wales, industrial organisation of employers.

(No. IRC 4294 of 2002)

Before The Honourable Justice Schmidt

13 August 2002

VARIATION

1. Insert into the arrangement of the award published 18 January 2002 (330 I.G. 744), as varied, the following new clause and subject matter:

17A. Union Picnic Day

2. Delete clause 17, Holidays, of the award and insert in lieu thereof the following:

17. Holidays

- (i) The days on which holidays shall be observed are as follows: New Years' Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day and all locally proclaimed holidays within the council's area, and all special days proclaimed as holidays to be observed throughout the whole of the State of NSW.
- (ii)
- (a) Where any of the holidays prescribed by this award fall on a day ordinarily worked by the employee, the employee shall not have a reduction in ordinary pay.
- (b) Except as otherwise provided, where an employee is required to work on a holiday as prescribed by this award, the employee shall be paid at double time and half inclusive of payment for the day with a minimum payment of four hours worked.
- (c) All employees classified in the operational band of this award employed in garbage, sanity and sullage (other than the supervisor) who are required to work on Good Friday or Christmas Day shall be paid at triple time inclusive of payment for the day with a minimum payment of four hours work.
- (d) Where an employee is required to work ordinary hours on a holiday as prescribed by this award, the council and the employee may agree that the employee be paid time and a half for the hours worked on a holiday and in addition, grant a day off in lieu to be paid at a ordinary time for each holiday worked. Such leave shall be taken at a mutually convenient time.
- (e) When a holiday occurs on a day on which an employee is rostered off while employed on a seven day a week rotating roster system, the employee shall be paid a day's pay at ordinary rates in addition to the ordinary week's pay. Council may in lieu of making such additional payment, grant a day's leave for each such holiday which may be taken at such time as is mutually agreed to between the council and the employee.

17A. Union Picnic Day

- (i)
- (a) Union Picnic Day shall for the purposes of this award be regarded as a holiday for employees who are financial members of the union(s). The Union Picnic Day shall be on such day as is agreed between the council and the union(s).
- (b) The union(s) shall advise the council of financial members as at the time of the Union Picnic Day. Such advice must be given at least two weeks prior to the Union Picnic Day.
- (ii) Where an employee, who is not a financial member of the union(s), is required to work on Union Picnic Day, the employee shall be entitled to be paid ordinary pay for the normal working day.
- (iii) Employees who are not financial members of the union(s) and who are not required by council to work on Union Picnic Day may apply to the council to take annual leave, time off in lieu of overtime, leave without pay, such other leave as may be approved by council, or may be required by the council to make up time.

3. This variation shall take effect on and from 13 August 2002.

M. SCHMIDT *J.*

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(241)

SERIAL C1582

RETAIL SERVICES EMPLOYEES (STATE) AWARD

Erratum to Serial C1378 published 11 October 2002

(336 I.G. 755)

(Nos IRC 3174 and 3175 of 2002)

ERRATUM

1. For clauses 1, 2, 3 and 4 of the variation, substitute the following clauses 1 and 2, and renumber existing clause 5 as clause 3:
 1. Delete clause 22, Wages, of Part B, Monetary Rates, of the said award published 5 October 2001 (328 I.G. 261), as varied, and insert in lieu thereof the following:

22. Wages

The rates of pay in this award include adjustments payable under the State Wage Case 2002. These adjustments may be offset against:

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

Table 1 - Total Rates

Classification	Former Rate Per Week \$	SWC 2002 \$	Total Rate Per Week \$
Propagator/Gardener	443.80	18.00	461.80
Retail Building Assistant	471.80	18.00	489.80
Retail Security Assistant - Gatekeeper	471.80	18.00	489.80
Security Guard	471.80	18.00	489.80
Security Guard - Tell Tale	471.80	18.00	489.80
Security Guard - Additional Duties	471.80	18.00	489.80
Retail Services Assistant - Tea Attendant	452.60	18.00	470.60
Cleaner	452.60	18.00	470.60
Parking Attendant	452.60	18.00	470.60
Lift Attendant	452.60	18.00	470.60
Garden Hand	424.60	18.00	442.60

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	4(B)(iii)(a)	Broken Shift Allowance	10.14 per shift
2	4(B)(iii)(b)	Excess Fares Allowance	6.60 per week
3		Leading Hands - 1 to 5 employees	Per Week Per Day 21.00 4.20
4		6 to 10 employees	23.80 4.76
5	7(ii)	First-aid Allowance	11.50 per week
6			2.30 per day
7	7(iii)	Qualification Allowance	14.10 per week
8			2.82 per day
9	7(iv)	Gun Allowance	1.62 per shift
10		Maximum payment of	8.10 per week
11	7(v)	Use of multi-purpose machines and other mobile sweeping machines, mechanical equipment, operate, fork lifts	1.82 per shift
12	7(vi)	Refuse disposal (Retail Services Assistant)	0.73 per hour
13		Maximum payment of	14.60 per week
14	7(vii)	Toilet cleaning, work on outside steps, marble, brass, etc., which necessitates kneeling	7.30 per week
15			1.46 per day
16	7(xi)	Horticultural Certificate	14.10 per week
17	8	Retail Building Assistant provided with accommodation	deduction of not more than 11.30 per week

2. Delete Items 1, 2, 6, 8 to 16 and 20 to 23 of Table 2 - Other Rates and Allowances, appearing in the Appendix and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount
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			\$
1	5(a)	Night interval employees	1.82 per shift
2	5(a)	Night interval employees (working one night per week)	2.86 per shift
6	14(c)(ii)	Confection Shop - Employees working after 10.00 p.m. on any night	1.50 per night
8	38(1)(i)(2)(b)	Window Dressers under the age of 21	7.35 per week
9	35(i)(a)	Section Head	10.70 per week
10	35(i)(b)	Qualified adult automotive parts and accessories salesperson	24.20 per week
11	35(i)(c)	Employee with a licence under the <i>Liquor Act</i> 1982	16.70 per week
12	35(ii)(a)	Employee delivering goods	3.70 per week
13	35(ii)(a)	Employee delivering in photographic or other modelling	35.30 per week 7.06 per day
14	35(ii)(c)	First-aid attendant	1.40 per day
15	35(ii)(d)	Employee engaged to speak a second language	7.10 per week
16	35(ii)(e)	Ticket writer - At or over 21 years of age Under 21 years of age	14.20 per week 7.10 per week
20	35(v)(a)(1)	Disability allowance for employees working in freezer room	6.85 per week
21	35(v)(b)(1)	Disability allowance for employees working in public dairy room	10.30 per week
22	35(v)(c)(1)	Disability allowance for employees backfilling in a freezer room	13.70 per week
23	36(i)(a)	Casual hourly rate of pay for persons employed at trade fairs, etc., between 9.00 a.m. and 6.00 p.m., with a minimum payment of six hours - At 19 years of age and over Under 19 years of age	12.26 per hour 11.97 per hour
	36(ii)(b)	Saturday Penalty Rates - Adult Employees Under 21 years	4.80 3.20

G. M. GRIMSON, Acting Industrial Registrar.

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(241)

SERIAL C1581

RETAIL SERVICES EMPLOYEES (STATE) AWARD

Erratum to Serial C0486 published 7 September 2001

(327 I.G. 753)

(Nos IRC 3670 and 3671 of 2001)

ERRATUM

1. For clauses 1, 2, 3 and 4 of the variation, substitute the following clauses 1 and 2, and renumber existing clause 5 as clause 3:
 1. Delete clause 22, Wages, of Part B, Monetary Rates, of the said award published 5 October 2001 (328 I.G. 261), and insert in lieu thereof the following:

22. Wages

The rates of pay in this award include adjustments payable under the State Wage Case 2001. These adjustments may be offset against:

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

Table 1 - Total Rates

Classification	Total rate per week \$
Propagator/Gardener	443.80
Retail Building Assistant	471.80
Retail Security Assistant - Gatekeeper	471.80
Security Guard	471.80
Security Guard - Tell Tale	471.80
Security Guard - Additional Duties	471.80
Retail Services Assistant - Tea Attendant	452.60
Cleaner	452.60
Parking Attendant	452.60
Lift Attendant	452.60
Garden Hand	424.60

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	4(B)(iii)(a)	Broken Shift Allowance	9.80 per shift
2	4(B)(iii)(b)	Excess Fares Allowance	6.40 per week
3		Leading Hands - 1 to 5 employees	Per Week Per Day 20.30 4.06
4		6 to 10 employees	23.00 4.60
5	7(ii)	First-aid Allowance	11.10 per week
6			2.22 per day
7	7(iii)	Qualification Allowance	13.60 per week
8			2.72 per day
9	7(iv)	Gun Allowance	1.56 per shift
10		Maximum payment of	7.80 per week
11	7(v)	Use of multi-purpose machines and other mobile sweeping machines, mechanical equipment, operate, fork lifts	1.76 per shift
12	7(vi)	Refuse disposal (Retail Services Assistant)	0.71 per hour
13		Maximum payment of	14.20 per week
14	7(vii)	Toilet cleaning, work on outside steps, marble, brass, etc., which necessitates kneeling	7.10 per week
15			1.42 per day
16	7(xi)	Horticultural Certificate	13.60 per week
17	8	Retail Building Assistant provided with accommodation	deduction of not more than 10.90 per week

2. Delete Items 1 to 18 and 20 to 23 of Table 2 - Other Rates and Allowances, appearing in the Appendix and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
1	5(a)	Night interval employees	1.76 per shift
2	5(a)	Night interval employees (working one night per week)	2.76 per shift
3	6(i),(b),(c) 36(i)(d) 36(ii)(a)	Meal allowance	9.10
4	6(ii) 29(ii)(1)(ii)(a)(b)	Breakfast allowance	4.80
5	14(a)(ii) 14(a)(iii)	General Shops - Loading for casual working on a Saturday: Engagements up to and including four hours - Adult Employees Employees under 21 years of age Engagements exceeding four hours - Adult Employees Employees under 21 years of age Special and Confection Shops - Loading for casual employees working on a Saturday: Adult Employees Employees under 21 years of age	5.10 3.40 10.40 5.75 5.10 3.40
6	14(c)(ii)	Confection Shop - Employees working after 10.00 p.m. on any night	1.44 per night
7	25(i)	Laundry Allowance - Full-time employee Part-time casual employee Maximum payment Laundry Allowance for articles which do not require ironing Full-time employee Part-time and casual employee Maximum payment	7.80 per week 2.62 per shift 7.80 per week 4.70 per week 1.54 per week 4.70 per week
8	38(1)(i)(2)(b)	Window Dressers under the age of 21	7.10 per week
9	35(i)(a)	Section Head	10.30 per week
10	35(i)(b)	Qualified adult automotive parts and accessories salesperson	23.40 per week
11	35(i)(c)	Employee with a licence under the <i>Liquor Act</i> 1982	16.10 per week
12	35(ii)(a)	Employee delivering goods	3.60 per week
13	35(ii)(a)	Employee delivering in photographic or other modelling	34.10 per week 6.82 per day
14	35(ii)(c)	First-aid attendant	1.36 per day
15	35(ii)(d)	Employee engaged to speak a second language	6.90 per week
16	35(ii)(e)	Ticket writer - At or over 21 years of age Under 21 years of age	13.70 per week 6.85 per week
17	35(iv)	Bicycle Allowance Motorcycle Allowance	9.60 per week 28.70 per week
18	35(iv)	Motor Car Allowance - Up to and including 2000cc Over 2000cc Allowance per km travelled	99.90 per week 119.10 per week 0.30 per km
20	35(v)(a)(1)	Disability allowance for employees working in freezer room	6.60 per week
21	35(v)(b)(1)	Disability allowance for employees working in	

		public dairy room	9.90 per week
22	35(v)(c)(1)	Disability allowance for employees backfilling in a freezer room	13.20 per week
23	36(i)(a)	Casual hourly rate of pay for persons employed at trade fairs, etc., between 9.00 a.m. and 6.00 p.m., with a minimum payment of six hours -	
		At 19 years of age and over	11.85 per hour
		Under 19 years of age	11.57 per hour
	36(ii)(b)	Saturday Penalty Rates -	
		Adult Employees	4.80
		Under 21 years	3.20

G. M. GRIMSON, Acting Industrial Registrar.

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(380)

SERIAL C1598

HEALTH EMPLOYEES' (STATE) AWARD

Erratum to Serial C1275 published 13 September 2002

(336 I.G. 296)

(No IRC 8658 of 2001)

ERRATUM

1. For the subclause references "(xxx), (xxxii), (xxxiii) and (xxxiv)" appearing in clause 1 of the variation, substitute the subclause references "(xxxii), (xxxiii), (xxxiv) and (xxxv), respectively.

G. M. GRIMSON, Acting Industrial Registrar.

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(380)

SERIAL C1597

HEALTH EMPLOYEES'(STATE) AWARD

Erratum to Serial B6337 published 6 November 1998

(307 I.G. 29)

(No IRC 1981 of 1998)

ERRATUM

1. For subclause (v) of clause 1, Definitions, substitute the following subclauses (v) and (vi), and renumber existing subclauses (vi) to (xxx) as subclauses (vii) to (xxxi), respectively:
 - (v) Anaesthetic and Operating Theatre Technician means a person employed as such who is wholly or mainly engaged in assembling, checking, maintaining and monitoring anaesthetic equipment before, during and after operations.
 - (vi) Senior Anaesthetic and Operating Theatre Technician is a person holding the Diploma issued by the Society of Anaesthetic and Operating Theatre Technicians who has a minimum of two years'

post-graduate service as an Anaesthetic and Operating Theatre Technician and is in charge of two or more Anaesthetic and Operating Theatre Technicians.

G. M. GRIMSON, Acting Industrial Registrar.

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(950)

SERIAL C1596

**HEALTH, FITNESS AND INDOOR SPORTS CENTRES (STATE)
AWARD**

Erratum to Serial C0077 published 4 May 2001

(324 I.G. 497)

(No. IRC 5623 of 1999)

ERRATUM

1. For clause 30 of the award, substitute the following:

30. State Wage Case Adjustment

- (i) The rates of pay in this award include the First, Second and Third Safety Net Adjustments payable under the State Wage Case - December 1994 decision. These arbitrated safety net adjustments may be offset to the extent of any wage increase received at the enterprise level since 29 May 1991. Increases made under previous State Wage Case principals or under the current principles, excepting those resulting at the enterprise level, are not to be used to offset arbitrated safety net adjustments.

- (ii) The rates of pay in this award include the adjustments payable under the State Wage Cases of June 1998 and June 1999. These adjustments may be offset against:
- (A) any equivalent overaward payments; and/or
 - (B) award wage increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.

G. M. GRIMSON, Acting Industrial Registrar.

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(656)

SERIAL C1593

TENNIS STRINGS AND SUTURES INDUSTRY (STATE) AWARD

Erratum to Serial C1470 published 18 October 2002

(336 I.G. 859)

(Nos IRC 3526 and 3527 of 2002)

ERRATUM

1. For the clause reference "7, Arbitrated Safety Net Adjustment," appearing in clause 1 of the variation, substitute the clause reference "8, Arbitrated Safety Net Adjustment."

G. M. GRIMSON, Acting Industrial Registrar.

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(1648)

SERIAL C1584

ERINA FAIR EXPANSION PROJECT AWARD

Erratum to Serial C1413 published 4 October 2002

(336 I.G. 566)

(No IRC 3646 of 2002)

ERRATUM

1. For the award code "648" appearing in the preamble to the award, substitute the award code "(1648)."

G. M. GRIMSON, Acting Industrial Registrar.

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(1304)

SERIAL C1585

OBSOLETE AWARD

Pursuant to section 20(3) of the *Industrial Relations Act* 1996, I, G. M. Grimson, Acting Industrial Registrar, having made such inquiries as deemed necessary, hereby notify of my intention to declare the Crown Employees (Parking Patrol Officers, Police Service of New South Wales) Award published 26 October 2001 (328 I.G. 1238), as varied, obsolete.

Dated at SYDNEY 16 October 2002.

G. M. GRIMSON, Acting Industrial Registrar.

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(1644)

SERIAL C1586

NOTIFICATION OF OBSOLETE AWARD

I, G. M. Grimson, Acting Industrial Registrar, having notified in the Industrial Gazette of 13 September 2002 (336 I.G. 248), my intention to declare obsolete the KLM Enterprise Award 1996 published 13 September 2002 (336 I.G. 242) and no notice of objection being lodged, hereby notify pursuant to section 20(3) of the *Industrial Relations Act* 1996, that the said award is obsolete.

Dated at SYDNEY 16 October 2002.

G. M. GRIMSON, Acting Industrial Registrar.

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