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NEW SOUTH WALES  
**INDUSTRIAL GAZETTE**

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(016)

**SERIAL C1528****FIBRE CEMENT (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4771 of 2002)

Before The Honourable Justice Haylen

12 September 2002

**AWARD****PART A****1. Arrangement of Award**

## PART A

Clause No	Subject Matter
1.	Arrangement of Award
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3.	Anti Discrimination
4.	Hours
4A.	12 Hour Continuous Shifts
4B.	12 Hour 5 Day Shift
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## PART B

## MONETARY RATES

Table 1 - Rates Per Week

Table 2 - Other Rates and Allowances

Appendix 1 - 12 Hour Shift Salary Explanation

**2. Terms of Employment**

- (i) Employment for the first four weeks of continuous service shall be from day to day at a proportion of the weekly rate fixed; provided that if an employee is dismissed by the employer during this period for reasons other than misconduct, he shall be paid at the casual rate.
- (ii) After the first four weeks of continuous service, employment shall be on a weekly, part-time or casual basis.
- (iii) "Weekly employee" shall mean an employee employed by the week and paid by the week.
- (iv) A week's notice shall be given on either side at any time to terminate the employment of a weekly employee or the employer shall pay a week's pay in lieu of notice or the employee shall forfeit a week's pay in lieu of such notice.
- (v) "Part-time employee" shall mean an employee engaged by the week but who is required to work a constant number of ordinary hours each week less than the ordinary number of hours prescribed for weekly employees. Part-time employees shall be entitled to the pro rata benefit of all of the provisions of this award which apply to weekly employees.
- (vi) "Casual employee" shall mean an employee engaged as such for a period of less than one week. The employment of a casual employee may be terminated by one hour's notice.
- (vii) Nothing herein contained shall be construed so as to limit the rights of an employer to dismiss an employee without notice for misconduct or to deduct from the employee's wage any time absent from duty in any one week unless such absence is sanctioned by this award or is permitted by the employer.
- (viii) In the event of the work of the factory or workshop being stopped by a breakdown of machinery or by fire or as a result of strikes or any other stoppages beyond the control of the management, all weekly employees who present themselves for work shall be found work for that day or shall be paid one day's wages in lieu thereof. The employer may, when such breakdown or stoppage occurs, give notice to the employees that their services shall not be required on the following day. The employees shall not be entitled to any further payment in respect of any further days on which they are out of employment by reason of such breakdown or stoppage.
- (ix) For the purpose of calculating service or continuity of employment in respect of long service leave, annual leave and/or sick leave payments under this award, any break of employment occasioned by the operation of subclause (viii) of this clause shall be disregarded.
- (x) Statement of Service: Upon request by an employee, the employer shall give an employee a signed statement of service upon termination. Such statement shall certify the period of commencing and ceasing employment and the class of work upon which the employee was employed.
- (xi) The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- (xii) "Award" shall mean the Fibre Cement (State) Award.
- (xiii) Redundancy provisions - Employees who are made redundant by James Hardie Australia Pty Limited at their fibre cement site at 10 Colquhoun Street, Rosehill shall be dealt with in accordance with the agreement reached between James Hardie Australia Pty Limited and the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch and other site Unions concerning the

terms of the agreed redundancy package to apply on and from 23 October, 1997 to affected employees employed at 10 Colquhoun Street, Rosehill, NSW.

- (xiv) Appendix 1 - means salary calculations for 12 hour shift workers.

### 3. Anti Discrimination

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

### 4. Hours

- (i) Day Workers: The ordinary hours, exclusive of meal times, shall be an average of 38 per week over a full roster cycle and shall not exceed eight per day, Monday to Friday, inclusive, between the hours of 6.00 am and 6.00 pm. Provided that for the Distribution Department ordinary hours shall not exceed 10 per day for the agreed trial period.
- (ii) Part-time Employees: The ordinary hours of work of part-time employees, exclusive of meal times, shall be less than 38 per week and in accordance with the provisions defined in subclause (v), of clause 2, Terms of Employment, of this award.
- (iii) Shift Workers:

- (a) The ordinary working hours of employees working on either a two-shift or three-shift roster system shall be an average of 38 per week over a full roster cycle; in each case the shifts shall be worked by rotating shifts not exceeding eight hours each.
- (b) A shift shall be known and shall be regarded as being wholly within the day upon which it commences even though part of such shift may carry over into the following day.

Provided that where, at the request of the employees concerned, the method of working shifts is changed so as to provide for a commencement of the weekly shifts at or before midnight shall be paid for at the rate of double time; provided further, that all ordinary time worked on a shift, the greater part of which falls on a Saturday, shall be paid for at the rate of time and one-half.

Such extra rates shall be in substitution for and not cumulative upon the shift allowance prescribed in clause 7, Shift Work Allowance for Shift Workers.

- (iv) An employee who has completed a period of work, including overtime, shall not recommence duty before at least ten hours have elapsed.

The provisions of this subclause shall apply as if eight hours were substituted for ten hours when overtime is worked:

- (a) For the purpose of changing shift rosters; or
- (b) Where a shift worker does not report for duty; or
- (c) Where a shift is worked by arrangement between the employees themselves.
- (v) The starting and finishing times of all employees when once fixed shall not be altered without seven days' notice to the employees concerned; provided that, by agreement between the employer and the Union and/or the union delegate, the starting and finishing times may be altered without such notice being given.

#### **4A. 12 Hour Shifts**

The provisions relating to 12 hour shifts shall be as follows:

- (i) The shift allowance shall be 25% which will apply to all such 12 hour night shifts worked from 6.30pm to 6.30am Monday to Friday, inclusive, excepting public holidays. The rostered hours of shiftwork shall be 6.30am to 6.30pm for day shift and 6.30pm to 6.30am night shift.
- (ii) Provided that time and one-half will be paid for all ordinary time shifts from 6.30am Saturday to 6.30am Sunday.
- (iii) Provided that double time will be paid from for all ordinary time shifts 6.30am Sunday to 6.30am Monday.
- (iv) Provided further that for work performed on a public holiday refer to clause 12, Holidays, of this Award.
- (v) Saturday, Sunday and Public Holidays penalties shall be in substitution for and not cumulative upon the penalties described and nominated in the abovementioned subclauses (ii) to (iv), inclusive.
- (vi) The ordinary hours of work shall be 38. Provided that an average number of hours shall be 42 per week in any 8 week cycle so that on average 4 hours of overtime shall be available per week.

Further, a wage averaging system will be established by the Company, following consultation with the Union, to ensure "unders" and "overs" are addressed equitably.

- (vii) A shift shall not exceed 16 hours in total, including a maximum 4 hours overtime, by agreement with the employee. Provided that the Company shall have regard to all relevant occupational health and safety considerations where such overtime is worked.

(viii) All overtime will be paid for at the rate of double time. Provided that where overtime exceeds 1.5 hours a rest period of 30 minutes shall apply and the meal allowance shall be paid as detailed in Table 2, Other Rates and Allowances.

(ix) A shift roster shall operate for a minimum of 8 weeks. It shall be a feature of any shift roster to afford maximum continuous time-off periods to employees, eg. 4 days on, 4 days off roster cycle.

Further, the Company when notifying commencement of a 12 hour shift roster or ceasing of same shall give 4 weeks written notice to employees so affected. Provided that where a 12 hour shift has already been introduced and an employee(s) elects to go on same, the abovementioned notice period may be waived by mutual consent between the employee(s) and the Company.

(x) Crib breaks will apply to each 12 hour shift and shall be a total of 50 minutes, one break shall be for 30 minutes, with the other to be 20 minutes. Provided that where the Company may appropriately manage, the running of machines shall be continuous, provided that all crib rest breaks shall be adhered to including start, finish times.

(xi) Employees who work on 12 hour shifts shall be entitled to the provisions of Clause 17, Sick Leave, of this Award excepting that the following shall prevail in substitution of sub-clauses (ii) and (iii) of the aforementioned clause.

(a) An employee during the first year of employment shall not be entitled to sick leave in excess of 48 hours.

(b) An employee in second and subsequent years of service shall not be entitled to sick leave in excess of 96 hours.

In addition, 1.67 hours sick leave shall accrue pro-rata from when an employee commenced the 12 hour shift trial (which commenced 3 October, 1995) until their next subsequent anniversary date where the full 96 hour sick leave quota will be credited to them. Such sick leave shall always be retained by the employee.

(xii) Annual leave entitlements for 12 hour shift workers shall be a total of 210 hours per annum.

The leave loading applicable to such leave shall be 20%

#### **4B. 12 Hour - 5 Day Shift**

(i) The rostered hours of shift work shall be 6.30 am to 6.30 pm for day shift and 6.30 pm to 6.30 am for night shift.

(ii) Weekly pay will be averaged to pay 38 hours per week. Each roster cycle takes six weeks (this is needed to accommodate a 12 hour RDO).

(iii) Further the Company when notifying commencement of a 12 hour shift - 5 day roster or ceasing of same shall give 4 weeks written notice to employees so affected. Provided that where a 12 hour shift has already been introduced and an employee(s) elect to go onto same, the abovementioned notice period may be waived by mutual consent between the employee(s) and the company.

(iv) Shift allowance / premium payment to be commensurate to 8 hour - 3 shift roster (start / finishing times which were - afternoon shift 2.30 pm to 10.30 pm - 15% and night shift 10.30 pm to 6.30 am - 30 %).

(v) If a shift or part of a shift is not worked, the shift allowance is not payable for that shift or part of the shift and there will be a shift allowance deduction. The deduction will account for a commensurate rate for afternoon or night shift fixed allowances or for Friday night variable premium (the Friday night premium covers a 6.5 hour period 12 pm to 6.30 am).

- (vi) Provided further that for work performed on a public holiday refer clause 12, Holidays of this award. Public Holiday penalties shall be in substitution for and not cumulative upon the penalties and nominated in the above mentioned sub clauses.
- (vii) A shift shall not exceed 16 hours in total, including maximum 4 hours overtime, by a greement with the employee. Provided that the employer shall have regard to the relevant occupational health and safety considerations where such overtime is worked.
- (viii) Example: pay and shift allowances plus Friday night premium for a Group 1 Employee (\$669.51 per week from 1/7/02). You will be paid shift allowance for the hours worked per week, during a 6 week cycle, there will be one week of 48 hours and five weeks of 36 hours (a 12 RDO is taken).

If we were to follow "A shift" for actual shifts/hours worked per week:

Weeks	W1 (fri premium)	W2	W3	W4 (fri premium)	W5	W6
Shift allowance hours worked	28hrs	36hrs	36hrs	40hrs	36hrs	36hrs
\$ Value of shift allowance (1/7/02)	\$57.68	\$74.16	\$74.16	\$82.40	\$74.16	\$74.16
Friday premium hours worked	8hrs			8hrs		
\$ Value of Friday premium (1/7/02)	\$70.47			\$70.47		
Composite Pay (1/7/02)	\$669.51 + \$57.68+\$70.47	\$669.51+ \$74.16	\$669.51+ \$74.16	\$669.51+ \$82.40+\$70.47	\$669.51+ \$74.16	\$669.51+ \$74.16
Total Pay(1/7/02)	\$797.66	\$743.67	\$743.67	\$822.38	\$743.67	\$743.67

- (ix) Rostered Day Off

Manufacturing

All RDO's are on day shift

Each manufacturing crew will have a 12hr RDO every 6 weeks = 8 per year

Each machine and crew will have an RDO day - see table below

Wet side team leaders will have a different RDO to team members

The machine on RDO will start up at 6.30pm

Crew On Day Shift		Week 1	Week 2	Week 3	Week 4	Week 5	Week 6
A	No 5m/c	RDO					
B	Primeline	RDO					
B	No 6m/c		RDO				
C	Superline		RDO				
C	No 5m/c			RDO			
A	Primeline			RDO			
A	No 6m/c				RDO		
B	Superline				RDO		
B	No 5m/c					RDO	
C	Primeline					RDO	
C	No 6m/c						RDO
A	Superline						RDO

- (x) Overtime

All time worked in excess of the hours outside the starting and finishing times prescribed therein shall be paid for at the rate of time and one-half for the first two hours and at the rate of double time thereafter except Sunday where double time will apply.

(xi) Annual Leave

As per the *Annual Holidays Act 1944*, annual leave accumulates at 152 hours per annum.

Leave loading (20%) or shift allowance, whichever is the greater, will be paid commensurate to the roster which applies at the time a taking annual leave, exclusive of penalty rates (i.e. Friday night premium).

(xii) Sick Leave

Provided that where an employee has worked greater than 3 months.

Sick Leave accumulates at 38 hours per annum in the first year and 76 hours per annum in the second and subsequent years.

There shall be an unlimited accumulation of untaken sick leave.

(xiii) Public Holidays

If the plant is not operating on a public holiday, the shifts which are scheduled on will be paid (PH) normal time for the shift (12 hours) and the shift which is not scheduled on and does not work will not get paid (PH) normal time for the public holiday.

If the plant is operating on public holidays, the shifts which are rostered on and work will get paid one and a half times the normal rate of pay in addition to the normal time paid for the 12 hour shift pay, and the shift which is not scheduled on and does not work will not get paid (PH) normal time for the public holiday. If this shift works, team members will be paid at double time and a half for working on the public holiday.

When a public holiday falls on allocated RDO, then the RDO remains in the bank, to be taken at a later date with agreement of the employer and employee.

(xiv) Crib Breaks

Two Crib breaks will apply to each 12 hour shift and shall be a total of 50 minutes - such time will be counted as time worked. Crib breaks shall be taken in such a way so as not to interfere with production being carried on.

(xv) Other Provisions

Other provisions not covered in this document, relative to the appropriate workgroup, shall be consistent with the Fibre Cement Award for the operation of a 38 hour week.

## 5. Operation of 38 Hour Week

- (i) Ordinary hours of work shall be an average of 38 per week as provided in clause 4, Hours.
- (ii) Circumstances may arise where roster cycles of varying lengths will apply to various groups or sections of employees in the plant or establishment concerned.
- (iii) Except as provided by subclause (iv) of this clause, an employee shall be advised by the employer at least four weeks in advance of the week day he is to be rostered off duty.

- (iv) An employer, with the agreement of the majority of employees concerned, may substitute the day an employee is to be rostered off duty for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.
- (v) An individual employee, with the agreement of his employer, may substitute the day he is rostered off duty for another day.

## 6. Wages

- (i)
  - (a) The minimum rate of pay of any current classification shall, subject to the other provisions of this award, be the rates as set out in Table 1 - Rates of Pay, of Part B, Monetary Rates, to be adjusted as provided for subclause (ii) Payments and Timing. Provided that the explanation for salary calculation for 12 hour shift workers shall be contained in Appendix 1 to Table 1 - Rates of Pay, of Part B, Monetary Rates, of this Award.
  - (b) Provided further that when employees who are transferred to the new classification structure as set out in Clause 6A, Implementation of New Classification Structure, the rates of pay shall be set out in Table 2 of Part B, Monetary Rates, and the increases to apply shall be those increases identified in subclause (ii), Payments and Timing.
  - (c) The rates set out in Table 1 and Table 2 of Part B include an industry loading the amount as set out in Item 1 of Table 3 - Other Rates and Allowances, of Part B.
  - (d) The rates set out in Table 1 and Table 2 of Part B include a skills allowance as set out in Item 2 of Table 3 - Other Rates and Allowances.
  - (e) The ordinary time rate of pay for the current classification structure pay shall mean the minimum rate of pay for the applicable classification, plus industry loading, skills allowance and leading hand allowance where applicable and shall apply where applicable for all purposes of the Award. The ordinary time rate of pay for the new classification structure shall mean the minimum rate of pay for the applicable classification, plus industry loading, skills allowance and shall apply where applicable for all purposes of the Award.
  - (f) The rates for allowances for the new classification structure shall be as set out in Table 3, Other Rates and Allowances.
- (ii) Payments and Timing
  - (a) A wage increase of 2.5% shall be paid from the beginning of the first pay period to commence on or after 1 July 2002.
  - (b) A further wage increase of 1.5% shall be paid on and from the first full pay period to commence on or after 1 January 2003.
  - (c) Allowances as contained in Table 3 of Part B are to be increased by a total of 4% in the same timing intervals as provided in subclauses (a) and (b) above.
- (iii) For the purpose of subclause (i) as it relates to Table 1 - Rates of Pay of Part B Monetary Rates of this clause, each group shall be comprised of the following classifications:

Group A

Sieve Maker  
Subject to delegates

Group 1

Wet Machine Operator  
 Gregori Saw Operator  
 Front End Loader Driver  
 Fork Lift Driver  
 Gremigni Machine Operator  
 Q.A. Sample Taker  
 No 4 Finishing Line Operator  
 CB Operator

Group 2

Assistant Wet Machine Operator  
 Silica Plant Operator  
 Cellulose Plant Operator  
 Mixing Plant Operator  
 Dump Truck Driver  
 Trimming Line Operator  
 Gregori Saw Shed Hand  
 Main Drain and Yard Hand  
 Paint Line Operator  
 Product Handlers

Group 3

Guillotine Operator  
 Sweeping Machine Driver  
 Trimming Line Feeder

Group 4

General Hand / Not otherwise classified  
 (Entry Point Positions)

(iv) Leading Hands

Definition - in addition to exercising specific responsibility for supervising the work of others, leading hands will be classified as Leading Hand Category I or Leading Hand Category II according to the complexity of the machinery operated, as follows:

(a)	LEADING HAND CATEGORY I	Sheet M/Cs Nos 5 & 6 Sheet Finishing No 4 Gregori M/C Tradespeople
(b)	LEADING HAND CATEGORY II	Plant Trimming Guillotines and all others.
(c)	A leading hand shall be paid not less than the additional amounts per week as set out in Items 3 and 4 of Table 2 and such amounts shall be payable for all purposes of the award.	

(v) New Classification Structure

(i) The following Table is the new classification structure.

Fibre Cement Process Teams	Fibre Cement Support Teams
----------------------------	----------------------------

Team Member Level 15		
Completed Leadership or Management qualification to Diploma or equivalent and Process Competency Certificate 3		Completed Leadership or Management qualification to Diploma or equivalent and Agreed Training Plan
Team Member Level 14		
Certificate IV in an acceptable Leadership or Management qualification or equivalent and Process Competency Certificate 3		Certificate IV in an acceptable Leadership or Management qualification or equivalent and Agreed Training Plan
Team Member Level 13		
Metals C 7 and Process Competency Certificate 3		Metals C 6 and Agreed Training Plan
Team Member Level 12		
Metals C 8 and Process Competency Certificate 3		Metals C 7 and Agreed Training Plan
Team Member Level 11		
Metals C 9 and Process Competency Certificate 3		Metals C 8 and Agreed Training Plan
Team Member Level 10		
Metals C 10 and Process Competency Certificate 2		Metals C 9 and Agreed Training Plan
Team Member Level 9		
Metals C 10 And in training for Process Competency Certificate 2	or Process Competency E Certificate 3 and Nominated NM& Competencies	Metals C 10 and Agreed Training Plan
Team Member Level 8 Process Competency Certificate 3 COMPLETE		
Team Member Level 7 Process Competency Certificate 2 plus NOMINATED UNITS from Cert. 3		
Team Member Level 6 Process Competency Certificate 2 plus NOMINATED UNITS from Cert. 3		
Team Member Level 5 Process Competency Certificate 2 COMPLETE		
Team Member Level 4 Process Competency Certificate 1 plus NOMINATED UNITS from Cert. 2		
Team Member Level 3 Process Competency Certificate 1 plus NOMINATED UNITS from Cert. 2		
Team Member Level 2 Process Competency Certificate 1 COMPLETE		
Team Member Level 1 In training for Process Competency Certificate 1		

"Process Competency" means National Manufactured Mineral Products Competency Standards, National Transport and Distribution Competency Standards or Metal & Engineering Competency Standards

- (ii) Part of the new structure will contain a Higher Duties Allowance which shall be an amount as set out in Item 14 of Table 3 - Other Rates and Allowances, and is paid on occasions where a person relieves a Team Leader but who is not fully qualified to do so and only undertakes a limited range of duties and responsibilities as set out in the Team Leader position description which is

subject to final sign off by the on-site Rosehill Consultative Improvement Team. On all such occasions the provisions of the "mixed functions" clause in the Award are to apply except that where a person already receives a Leading Hand Allowance, the amount paid shall be the difference between the Leading Hand Allowance and the Higher Duties allowance. Provided further that a person who is qualified to Level 14 or Level 15 and who relieves in the Team Leader's absence as described in (2) above, will receive the rate of pay as provided for in Level 15 or level 14 as appropriate.

- (iii) Casual hands shall be paid at the rate fixed for the class of work they are called upon to do plus 20%.
- (iv) Part-time employees working less than 38 hours per week shall be paid a weekly wage calculated on an hourly basis by dividing the appropriate weekly wage prescribed for the class of work performed by 38, plus an additional loading of 20%.
- (v) First Aid Work: Any employee appointed to act as a first aid attendant in addition to normal duties shall be paid an additional allowance per day and/or shift as set out in Item 6 of Table 2.
- (vi) The minimum rates of pay for junior male employees shall be the following percentages of the appropriate rate of pay prescribed for the "all others" classification of this award.

(a) Day Work -	Percentage Per Week
Under 18 years of age	80
At 18 years of age and over	100
(b) Shift Work -	Percentage Per Week
Under 18 years of age	95
At 18 years of age and over	100

- (c) The rates prescribed in paragraphs (a) and (b) of this subclause shall be calculated to the nearest 5 cents. In adjusting such rates and result in the final calculation below two and one half cents to be disregarded.

**6A. Implementation of a New Classification Structure**

The parties to this Award have agreed to a new classification structure. The process for managing this structure shall be agreed through the Rosehill Consultative and Improvement Team (RCIT).

**6B. Commitment to Renew Award**

The parties to this Award are committed to commencing discussions for renewal of this Award three months prior to its expiry.

**6C. Commitment to Training**

The parties to this Award are committed to the voluntary training program identified in the new classification structure at clause 6(v).

**7. Shift Work Allowance for Shift Workers**

- (i) Adult shift workers, whilst on afternoon and/or night shifts, shall be paid per shift an amount as set out in Item 7 of Table 3 - Other Rates and Allowances, of Part B, Monetary Rates, for afternoon shifts and an amount as set out in Item 8 of the said Table 3 for night shifts in addition to the rates payable under this award.

- (ii) Adult shift workers who do not work day shift in regular rotation shall be paid an amount as set out in Item 9 of Table 3 whilst on afternoon shift and an amount as set out in Item 10 of Table 3 whilst on night shift, in addition to the rates prescribed in subclause (i) of this clause for afternoon and night shifts.

### **8. Overtime**

- (i) All time worked in excess of the hours mentioned in clause 4, Hours, or outside the starting and finishing times prescribed therein shall be paid for at the rate of time and one-half for the first two hours and at the rate of double time thereafter; provided that where a day worker is called upon to commence duty between midnight and 6.30 am he shall be paid at the rate of double time for all time worked during the said period.
- (ii) Any employee required to work overtime during the weekend, Saturday and/or Sunday or on holidays, except in the case of breakdowns, shall be given, where possible, at least three days' notice that he will be required to work.
- (iii) All time on duty on a Saturday shall be paid for at overtime rates with a minimum payment of four hours at such rates; provided that such minimum payment shall not apply to overtime worked as a continuation upon ordinary hours on a Friday.
- (iv) If, after having completed his/her ordinary day's work and after the signal terminating the shift has blown, an employee is then informed of the requirement to work overtime, he/she shall be paid at the appropriate overtime rate with a minimum of two hours.
- (v) When an employee, after having worked overtime or a shift for which he/she has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer shall provide him/her with a conveyance to the nearest public transport or shall pay him his current wage for the time reasonably occupied in reaching his/her home.
- (vi) Provided that for employees working under the new classification structure as contained in clause 6(v) the following payments for overtime worked shall apply where the employee does not attend such training during the employee's rostered shift.
  - (a) For process training as defined - time and a half for the first two hours and double time thereafter.
  - (b) For National Manufactured Mineral Products Competency Standards or National Transport and Distribution Competency standards training as defined - the ordinary time rate of pay for the duration of training involved.
  - (c) For bridge training as defined - the ordinary time rate of pay for the duration of training involved.
  - (d) For requisite training as defined time and one half for the first two hours and double time thereafter.

### **9. Sunday Work**

All time of duty on a Sunday shall be paid for at the rate of double time with a minimum payment of four hours at such rate.

### **10. Meal Times, Meal Allowances and Crib Breaks**

- (i) Day Workers shall be allowed not less than 30 minutes nor more than 45 minutes for a meal between 12 noon and 1.30 pm.

- (ii) Shift workers shall be allowed twenty minutes for crib and such time shall be counted as time worked. Crib time shall be taken in such a way so as not to interfere with production being carried on.
- (iii) When the meal or crib times have been once fixed they shall not be altered without one week's notice to the employees concerned; provided that the week's notice may be dispensed with by agreement between the employer and the Union and/or the Union Delegate.
- (iv) Subject to the provisions of subclauses (ii) and (iii), of this clause, when an employee works during his/her meal or crib time he/she shall be paid at the rate of time and one-half for the time so worked and such payment shall continue until a meal or crib break is allowed.
- (v) An employee required to work overtime of one hour or more after the usual ceasing time shall be paid a meal allowance as set out in Item 11 of Table 3 - Other Rates and Allowances, of Part B, Monetary Rates, for the first meal and a meal allowance as set out in Item 12 of the said Table 3 for each subsequent meal unless suitable meals are provided by the employer. Furthermore, an employee shall be paid these meal monies for overtime worked before normal starting time if the employee works three hours' overtime. Should an employee be notified of the intention to work overtime and then not be called upon to do so, he/she shall be paid an amount as set out in Item 13 of Table 3.
- (vi) A crib break of 30 minutes' duration shall be allowed each four hours of overtime worked if the employee continues to work after such crib time. Provided an employee required to work four hours' overtime immediately following the completion of a normal day's work shall be allowed to partake of his/her meal within two hours of the commencement of such overtime.

### 11. Mixed Functions

An employee temporarily required to perform work for which a higher rate is paid shall receive such higher rate whilst so employed. If employed for more than two hours on such work in any one day, he/she shall be paid at the higher rate for the whole of that day. An employee who temporarily is required to perform work for which a lower rate is paid shall not suffer any reduction in his/her wages whilst so employed.

### 12. Holidays

- (i) The days upon which the undermentioned holidays are observed shall be holidays, viz - New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day, together with all proclaimed or gazetted public holidays throughout the State and together with any special holiday declared in the Sydney metropolitan area, and an additional day for the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, New South Wales Branch which shall be held on the same day as determined for those employees covered by the Metal Industry Award 1984. For all employees excepting casuals, the above holidays shall be deemed to be time worked of an ordinary working day and shall be paid for as such. For all time worked on holidays employees, other than casuals, shall be paid at one and a half times ordinary rates in addition to the payment referred to in this subclause with a minimum payment of four hours at such rate.
- (ii) In the event of an employee's rostered day off duty falling on a public holiday, the employer and the employee shall agree to an alternative day off duty as a substitution. Provided that in the absence of agreement the substituted day shall be determined by the employer.
- (iii) Casual employees shall be paid at double and a half ordinary rates for work on the holidays prescribed by subclause (i) of this clause, with a minimum payment of four hours at such rate.

### 13. Annual Leave

- (i) See *Annual Holidays Act 1944*.

- (ii) Payment for annual leave taken by employees while continuing in employment pursuant to the provisions of subclause (i), of this clause, shall be at the "ordinary pay" rate applying under the *Annual Holidays Act 1944*, plus 20%.
- (iii) The employer reserves the right to have the four weeks' annual leave broken into two parts.

### 13A. Personal/Carers Leave

#### (1) Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 17, Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
  - (i) the employee being responsible for the care of the person concerned; and
  - (ii) the person concerned being:
    - (a) a spouse of the employee; or
    - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
    - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
    - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
    - (e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
      - 1. "relative" means a person related by blood, marriage or affinity;
      - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
      - 3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

#### (2) Unpaid Leave for Family Purpose

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.
- (3) Annual Leave
- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
  - (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
  - (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (4) Time Off in Lieu of Payment for Overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
  - (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
  - (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
  - (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (5) Make up Time
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
  - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (6) Rostered Days Off
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
  - (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
  - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
  - (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

#### 14. Payment of Wages

- (i) Wages shall be paid weekly on a day fixed by the employer other than a Saturday, a Sunday or a holiday.
- (ii) In the event that an employee, by virtue of the arrangement of his/her ordinary working hours, is rostered off duty on a day which coincides with pay day, such employee shall be paid no later than the working day immediately following pay day.
- (iii) Casual hands shall be paid within 15 minutes of their services being dispensed with at the office of the place where the work has been performed.

Subject to the provisions of this clause, the Company shall have the ability to introduce fortnightly pays.

The provisions relating to fortnightly pays shall be as follows:

- (a) The Company when notifying commencement or ceasing of a fortnightly pay system shall give 3 months written notice to all employees so affected,
- (b) Any fortnightly pay system shall provide for payment of wages one week in arrears and one week in advance,
- (c) A wage increase of 0.5% shall be paid from the beginning of the first pay period to commence on or after the fortnightly pay system is introduced.
- (d) The Company will assist any employee who experiences difficulty with the introduction of the fortnightly pays by the provision of financial counselling

#### **15. General Conditions**

- (i) Employees doing wet cleaning work shall be supplied with rubber knee boots or rubber ankle boots and, when necessary, with gloves. All employees shall be provided with not more than two pairs of overalls per year.
- (ii) Compressed sheet oilers shall be supplied with waterproof aprons and gloves.
- (iii) All employees handling green or wet sheets, tar or oil, shall be supplied with gloves.
- (iv) Where employees are exposed to wetness on the floor so as to endanger the dryness of their feet and rubber boots are not required to be provided by this award, duckboards shall be provided wherever reasonably possible and shall be kept properly repaired.
- (v) No youth under 18 years of age shall be allowed to lift or carry weights in excess of those prescribed by section 36 of the *Factories, Shops and Industries Act 1962*.
- (vi) When regularly required to work in the open, employees shall be supplied when necessary with oilskins, hat and rubber boots.

#### **16. Protective Clothing**

- (i) All employees will be issued with a jacket which shall be re-issued every three years.
- (ii) Each employee, will be issued with protective clothing on the following basis:
  - (a) Four sets upon completion of 4 weeks service.
  - (b) Three sets each year thereafter.

- (c) Clothing will be issued once a year with a new tracksuit to be issued every two years.
- (iii) A set of protective clothing shall be defined as meaning:
  - (a) one Pair of cotton overalls; or
  - (b) one pair of cotton bib and brace; or
  - (c) one cotton drill short or long sleeve shirt plus one cotton drill long trousers or shorts.
- (iv) Employees shall choose protective clothing appropriate to the work in which they are engaged.
- (v) Ownership of all protective clothing issued shall be vested in the employee.
- (vi) Employees shall be responsible for the laundering of all protective clothing, including jackets.
- (vii) Any garment damaged in the course of employment shall be mended or replaced at the discretion of the Superintendent provided that the Superintendent's decision to grant same shall not be unreasonably withheld.
- (viii) Employees with genuine reasons that would preclude them laundering their own garments will be provided with laundered garments.

#### **17. Sick Leave**

- (i) Any employee with not less than three months' service who does not attend for duty by reason of personal ill health shall be paid at the rate of pay herein provided for the actual time of non-attendance: Provided that he/she produces or forwards within twenty-four hours of the commencement of such absence from employment evidence satisfactory to the employer that his non-attendance was due to personal ill health.
- (ii) An employee shall not be entitled during his/her first year of any period of service with the employer to leave in excess of five days of working time.
- (iii) He/she shall not be entitled during the second and subsequent years with the employer to leave in excess of ten days of working time.
- (iv) There shall be an unlimited accumulation of any untaken sick leave.

#### **18. Bereavement Leave**

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

#### **19. Grievance Procedure**

It is the intention of the parties to this award to eliminate disputes which result in stoppages, bans or limitations, and it is agreed that the parties to this award shall confer in good faith with a view to resolving the matter by direct negotiation and consultation.

The parties further agree that subject to the provisions of the *Industrial Relations Act 1996*, all grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlements of the matters in question:

- (i) Any grievance or dispute which arises shall, where possible, be settled by discussion on the job between the employee/s and the immediate supervisor.
- (ii) If the matter is not resolved at this level, the matter will be further discussed between the affected employee/s, the union delegate and the union official if requested and the supervisor or manager of the relevant section or department, and the employer's industrial representative shall be notified.
- (iii) If no agreement is reached the union organiser and/or official and/or union delegate will discuss the matter with the company's nominated industrial relations representative.
- (iv) Whilst the foregoing procedure is being followed work shall continue normally. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.
- (v) Should the matter still not be resolved it may be referred by the parties to the Industrial Relations Commission of New South Wales for settlement.

## 20. Technological Change

Notwithstanding the provisions of subclause (i) and (ii), of clause 2, Terms of Employment, of this award, where on account of the introduction or proposed introduction by an employer of mechanisation or technological changes in the industry in which he/she is engaged, the employer terminates the employment of an employee who has been employed by him/her for the preceding 12 months, he/she shall give the employee three months' notice of the termination of his/her employment. Provided that, if he/she fails to give such notice in full:

- (a) He/she shall pay the employee at the rate specified for the employee's ordinary classification in clause 6, Wages, of this award, for a period equal to the difference between three months and the period of the notice given, and
- (b) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purpose of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of those Acts; and provided further that the right of the employer summarily to dismiss an employee for the reasons specified in subclause (vi), of clause 2, Terms of Employment, of this award, shall not be prejudiced by the fact that the employee has been given notice pursuant to this subclause of the termination of his/her employment.

When an employer gives to an employee notice of the termination of his/her employment on account of the introduction or proposed introduction of mechanisation or technological changes, within 14 days thereafter he/she shall give notification in writing to the Industrial Registrar, the Director of Vocational Guidance, the Director of Technical and Further Education and the Secretary of The Federated Miscellaneous Workers Union of Australia, New South Wales Branch, of that fact, stating the employee's name, address and usual occupation and the date when the employment terminated or will terminate in accordance with the notice given.

## 21. Long Service Leave

See *Long Service Leave Act 1955*.

## 22. Attendance at Repatriation Centres

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

- (i) such lost time does not exceed eight hours on each occasion;
- (ii) payment shall be limited to the difference between ordinary wage rates for time lost and any payment received from the Repatriation Department as a result of each such visit;
- (iii) the provisions of this clause will apply to a maximum of four such attendances in any one year of service with an employer;
- (iv) the employee produces evidence satisfactory to the employer that the employee is required to and subsequently does attend a repatriation centre.

### **23. Jury Service**

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

### **24. Accident Pay and Workers' Compensation**

Employees absent from work and in receipt of workers' compensation shall be paid by the company, in addition to any workers' compensation they receive in accordance with the *Workers' Compensation Act 1987*, a subsidy of an amount to increase the workers' compensation payment received to the worker's weekly wage in accordance with the terms and conditions agreed between the employers and the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch.

### **25. Job Security**

The parties have agreed measures to enhance the job security of employees covered by this award. These measures are contained in the James Hardie Memorandum of Understanding No. 1.

### **26. Area, Incidence and Duration**

This award rescinds and replaces the Fibre Cement (State) Award published 9 February 2001 (322 IG 127), as varied.

It shall apply to all persons employed in the classifications set out in Table 1 - Rates of Pay, of Part B, Monetary Rates, and Table 2 - Rates of Pay, employed by James Hardie Australia Pty Limited, 10 Colquhoun Street, Rosehill.

It shall take effect from the beginning of the first pay period to commence on or after 19 August 2002 and shall remain in force until 30 June 2003.

## **PART B**

### **MONETARY RATES**

#### **Table 1 - Rates of Pay**

##### **Day Workers**

Stage One Increase 2.5% (first pay period to commence on or after 1.7.2002)	
Group	Rate Per Week \$
Group A	677.87
Group 1	669.51
Group 2	654.49
Group 3	649.01
Group 4	644.50
Stage Two Increase 1.5%	
Group	Rate Per Week \$
Group A	688.04
Group 1	679.55
Group 2	664.31
Group 3	658.75
Group 4	654.17

Note: Stage 1 and 2 percentage increases and timing of increases are also to be applied in the same manner to table 3 - other rates and allowances.

**Table 2 - Rates of Pay**

**New Classification Structure**

The following Table set out below is the new classification structure. Rates represented are 38 hour rates.

Fibre Cement Process Teams	Fibre Cement Support Teams	Stage One Increase 2.5% FFPP 1/7/02	Stage Two Increase 1.5% FFPP 1/1/03
Team Member Level 15			
Completed Leadership or Management qualification to Diploma or equivalent and Process Competency Certificate 3	Completed Leadership or Management qualification to Diploma or equivalent and Agreed Training Plan	\$953.89	\$968.20
Team Member Level 14			
Certificate IV in an acceptable Leadership or Management qualification or equivalent and Process Competency Certificate 3	Certificate IV in an acceptable Leadership or Management qualification or equivalent and Agreed Training Plan	\$915.22	\$928.95
Team Member Level 13			
Metals C 7 and Process Competency Certificate 3	Metals C 6 and Agreed Training Plan	\$896.01	\$909.45
Team Member Level 12			
Metals C 8 and Process Competency Certificate 3	Metals C 7 and Agreed Training Plan	\$882.67	\$895.91
Team Member Level 11			
Metals C 9 and Process Competency Certificate 3	Metals C 8 and Agreed Training Plan	\$863.64	\$876.59
Team Member Level 10			
Metals C 10 and Process Competency Certificate 2	Metals C 9 and Agreed Training Plan	\$831.43	\$843.90
Team Member Level 9			
Metals C 10 and in or Process Competency	Metals C 10 and	\$779.87	791.57

training for Process Competency Certificate 2	Certificate 3 and Nominated NM&E Competencies	Agreed Training Plan		
	Team Member Level 8 Process Competency Certificate 3 COMPLETE		\$715.41	\$726.14
	Team Member Level 7 Process Competency Certificate 2 plus NOMINATED UNITS from Cert. 3		\$702.50	\$713.04
	Team Member Level 6 Process Competency Certificate 2 plus NOMINATED UNITS from Cert. 3		\$689.63	\$699.97
	Team Member Level 5 Process Competency Certificate 2 COMPLETE		\$671.52	\$681.59
	Team Member Level 4 Process Competency Certificate 1 plus NOMINATED UNITS from Cert. 2		\$670.29	\$680.34
	Team Member Level 3 Process Competency Certificate 1 plus NOMINATED UNITS from Cert. 2		\$663.85	\$673.80
	Team Member Level 2 Process Competency Certificate 1 COMPLETE		\$657.41	\$667.27
	Team Member Level 1 In training for Process Competency Certificate 1		\$644.51	\$654.17

"Process Competency" means National Manufactured Mineral Products Competency Standards, National Transport and Distribution Competency Standards or Metal & Engineering Competency Standards

**Table 3 - Other Rates And Allowances**

**STAGE 1 Increase 2.5%**

Item No	Clause	Brief Description	Amount FFPP 1.7.02
1	6(i)(c)	Industry loading	\$23.39 per week
2	6(i)(d)	Skills allowance	\$3.99 per week
3	6(iv)(a)	Leading Hand Category I- current structure only	\$59.75 per week
4	6(iv)(b)	Leading Hand Category II - current structure only	\$44.79 per week
6	6(v)(v)	First aid attendant	\$3.66 per day and/or shift
7	7(i)	Afternoon shift, work	\$23.43 per shift
8	7(i)	Night shift, work	\$26.78 per shift
9	7(ii)	Afternoon shift, non-rotating	\$29.06 per shift
10	7(ii)	Night Shift, non-rotating	\$40.16 per shift
11	10(v)	Overtime meal allowance (one hour or more) - 1st meal	\$7.65
12	10(v)	Meal allowance - for each subsequent meal	\$6.65
13	10(v)	Intention to work overtime	\$7.65
14	6(v)(ii)	Higher Duties Allowance	\$81.15

**Table 3 - Other Rates And Allowances**

**STAGE 2 Increase 1.5%**

Item No	Clause	Brief Description	Amount
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			FFPP 1.1.03
1	6(i)(c)	Industry loading	\$23.74 per week
2	6(i)(d)	Skills allowance	\$4.05 per week
3	6(iv)(a)	Leading Hand Category I- current structure only	\$60.65 per week
4	6(iv)(b)	Leading Hand Category II - current structure only	\$45.46 per week
6	6(v)(v)	First aid attendant	\$3.71 per day and/or shift
7	7(i)	Afternoon shift, work	\$23.78 per shift
8	7(i)	Night shift, work	\$27.18 per shift
9	7(ii)	Afternoon shift, non-rotating	\$29.49 per shift
10	7(ii)	Night Shift, non-rotating	\$40.76 per shift
11	10(v)	Overtime meal allowance (one hour or more) - 1st meal	\$7.76
12	10(v)	Meal allowance - for each subsequent meal	\$6.75
13	10(v)	Intention to work overtime	\$7.76
14	6(v)(ii)	Higher Duties Allowance	\$82.37

W. R. HAYLEN J.

Printed by the authority of the Industrial Registrar.

(1635)

SERIAL C1232

**CROWN EMPLOYEES (DEPARTMENT OF SPORT AND  
RECREATION CENTRES AND ACADEMIES MANAGERS) AWARD  
2002**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Public Employment Office.

(No. IRC 2242 of 2002)

Before the Honourable Justice Schmidt

10 May 2002

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

## PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Parties
4.	Classifications
5.	Salaries
6.	General Conditions of Employment
7.	Hours of Duty
8.	Residential Requirements
9.	Compensation for On-Call, Out-of-Hours, Weekend and Public Holiday Duty
10.	Annual Leave Loading
11.	Automatic Deduction of Union Fees
12.	Anti-Discrimination
13.	Dispute Resolution Procedures
14.	No Extra Claims
15.	Area, Incidence and Duration

## PART B

## MONETARY RATES

Table 1 - Salaries

Table 2 - Annual Allowance

## APPENDIX 1

Centre and Academy Locations

**1. Title**

- 1.1 This award will be known as the Crown Employees (Department of Sport and Recreation Centres and Academies Managers) Award 2002.

**2. Definitions**

"Academy" refers specifically to the two Academies of Sport and Recreation at Narrabeen and Jindabyne (as listed at Appendix 1) which are responsible for the development of elite and talented athletes as well as operating as a centre. Instruction is also provided in outdoor education, sport and recreation for all members of the community.

"Assistant General Manager" refers to an officer occupying a position of Assistant General Manager in a Centre or Academy.

"Centre" refers to a departmental residential establishment or site (as listed at Appendix 1) where instruction is provided in outdoor education, sport and recreation for members of the community. It also includes any place designated as part of, or as annex to, such an establishment.

"Director-General" refers to the Director-General of the NSW Department of Sport and Recreation.

"Department" refers to the NSW Department of Sport and Recreation.

"General Manager" refers to an officer occupying a position of General Manager in a Centre or Academy.

"Officer" refers to and includes all persons permanently or temporarily employed under the provisions of the *Public Sector Management Act 1988* and who, as at the operative date of this award, were occupying one of the positions covered by this award or who, after that date, are appointed to or employed in any of such positions.

"Service" refers to continuous service with the Department in a position covered by the award.

"Service Co-ordinator" refers to an officer occupying a position of Service Co-ordinator in a Centre or Academy.

"Union" refers to the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

### **3. Parties**

3.1 This award has been made between the following parties:

Public Employment Office

Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales

NSW Department of Sport and Recreation

### **4. Classifications**

4.1 The classification and grade of the positions covered by this award are:

General Manager (Sydney Academy of Sport and Recreation), Clerk Grade 11/12

General Manager (Winter Academy of Sport and Recreation), Clerk Grade 11

General Manager (Centres), Clerk Grade 9/10

Assistant General Manager Services (Sydney Academy of Sport and Recreation), Clerk Grade 9/10

Assistant General Manager (Centres), Clerk Grade 7/8

Service Co-ordinator, Clerk Grade 4/5

Positions at Academies which have rostered and/or on-call responsibilities as determined by the Director-General excluding Program Staff, Catering Officers and Maintenance Officers

### **5. Salaries**

5.1 Salary rates applicable to classifications covered by this award will be payable in accordance with Table 1 - Salaries, of Part B, Monetary Rates.

5.2 Salary rates provided for in this award shall be adjusted in accordance with variations to the Crown Employees (Public Sector - Salaries January 2002) Award published 7 June 2002 (334 I.G. 1), as varied, or any award made replacing the said award.

### **6. General Conditions of Employment**

6.1 Officers shall be entitled to conditions of employment as set out in this award or, where this award is silent, conditions of employment as provided for under the *Public Sector Management Act 1988* and Regulations and the Crown Employees (Public Service Conditions of Employment) Award 1997 published 3 August 2001 (326 I.G. 625), as varied.

### **7. Hours of Duty**

- 7.1 The contract working hours will be 35 hours per week averaged over a four week period. Rostered hours of duty may include any day of the week including Saturday, Sunday and public holidays.
- 7.2 Officers shall be rostered for 19 days within a four week roster cycle.
- 7.3 Officers shall not be rostered for more than 10 consecutive calendar days over any period.
- 7.4 Officers are entitled to nine days rostered off duty including a minimum of two x two consecutive rostered days off in any four week roster period. Where it is not possible to roster 9 days off in a four week roster period, the days not taken may be carried over and utilised in the next roster period. If not taken in the next roster cycle, the entitlement shall be forfeited.
- 7.5 Hours of duty shall be determined by way of roster, which shall be displayed in an area available to all officers not less than seven days prior to the commencement of the four week roster cycle.
- 7.6 Weekend and public holiday duty is based on client demand and shall be allocated equitably between the General Manager, Assistant General Manager and Services Co-ordinator.

### **8. Residential Requirements**

- 8.1 It is a requirement that officers under this award will reside on site. However, the Deputy Director-General has the authority to consider exemptions from this requirement.
- 8.2 The manner in which accommodation and food/meals are administered for officers shall be consistent with the Department's Sport and Recreation Centres and Academies of Sport Accommodation and Meals Policy.

### **9. Compensation for On-Call, Out-of-Hours, Weekend and Public Holiday Duty.**

- 9.1 Officers are entitled to an annual allowance as specified in Table 2 - Annual Allowance, of Part B, Monetary Rates, and 25 days' recreation leave as compensation for out-of-hours, weekend and public holiday work, for being on-call and for duty undertaken after being "called" for duty. Recreation leave will be administered consistent with general public sector provisions.
- 9.2 The annual allowance will be adjusted in accordance with variations to the Crown Employees (Public Sector - Salaries January 2002) Award published 7 June 2002 (334 I.G. 1), as varied, or any award made replacing the said award
- 9.3 "On call" is defined as being available for additional duties, when not on duty performing rostered weekly contract hours. Officers are required to be on call to perform such additional duties (e.g. emergencies) on a rostered basis.
- 9.4 On-call duty shall be rostered equitably between the General Manager, Assistant General Manager and Services Coordinator.
- 9.5 The General Manager may call for expressions of interest from staff who wish to be considered as alternative on-call staff. This may be instituted on a long-term basis where there are only two positions covered by this award in the Centre or Academy staffing structure. No alternative member of staff can be forced to assume on-call responsibilities. Any such arrangement must be by agreement between the individual employee and the General Manager and will be subject to the approval of the Regional Director in the case of Centres, or the Directors of the Sydney or South Coast Region in the case of the Academies. The Deputy Director-General will determine if the nominated staff member is required to reside on-site.
- 9.6 On-call allowance may also be paid on a short-term temporary basis when the normal recipient is on leave for a period of at least one week. The allowance is payable for the whole period of leave and not only for those days that the temporary recipient is rostered on-call.

- 9.7 All on-call conditions as determined by this clause shall apply to those officers elected. If a staff member already receives an allowance for similar after-hours responsibilities under another industrial instrument, the total of their on-call duties will not exceed the total of their duties under the first instrument.
- 9.8 Officers required to be called for duty whilst not rostered on duty and not rostered on call shall be entitled to the equivalent time off within the roster period. Where it is not possible for time off within that period, the time may be carried forward to the next roster period and must be taken in that period.
- 9.9 The annual allowance is an all-inclusive payment that represents compensation for all incidences of employment. No additional entitlement accrues for officers who are called to perform duty whilst on call.

### **10. Annual Leave Loading**

- 10.1 Officers are entitled to an annual leave loading of 17.5% calculated on four weeks' annual leave.

### **11. Automatic Deduction of Union Fees**

- 11.1 The Department undertakes to deduct union subscriptions from the pay of members of the Union who have signed the appropriate authority and forward the amount deducted directly to the Union on behalf of the members on a fortnightly basis.

### **12. Anti-Discrimination**

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 The Department and its employees may also be subject to Commonwealth anti-discrimination legislation.
- 12.7 Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

### 13. Dispute Resolution Procedures

13.1 The aim of this procedure is to ensure that, during the life of this award, industrial disputes are prevented, or resolved as quickly as possible, at the level they occur within the workplace. For the purpose of this procedure, industrial disputes are distinguished from grievances which are to be dealt with under the Department's grievance handling procedures.

13.2

- (a) In the first instance, the employee(s) will notify (in writing or otherwise) the immediate supervisor, or other appropriate persons, as to the substance of the dispute, request a bilateral meeting to discuss it and state the remedy sought. A meeting should be held within 48 hours of notification.
- (b) If the matter is not resolved in this meeting, the matter shall be further discussed by the employee(s) and, at their request, the appropriate union workplace delegate, the immediate supervisor and the manager. This should take place within 48 hours of step (a).
- (c) If the matter remains unresolved, the matter shall be further discussed by the employees and, at their request, the appropriate workplace delegate, the immediate supervisor, the supervisor's manager and a more senior management representative. This should take place within 48 hours of the completion of step (b).
- (d) If the matter remains unresolved, it should be discussed/negotiated between the employee(s) and, at their request, a representative of their choice or, if the employee(s) is/are union members, representatives of the State branch of the union(s) concerned and the relevant senior management of the employer. These actions should take place as soon as it is apparent that the earlier discussions will not resolve the dispute.
- (e) A matter relating to the conditions of employment fixed by this award may be submitted by one or other of the parties, when steps (a) to (d) above have been exhausted, to the relevant industrial tribunal which may exercise its functions under the *Industrial Relations Act 1996*.
- (f) Where the issue in dispute relates to a change of a work or management practice, pre-existing practice shall be allowed to continue until the issue has been finally resolved. Neither party shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.

### 14. No Extra Claims

14.1 Parties to this award undertake that, for the period of this award, they will not pursue any extra claims, except those allowed under section 17(3) of the *Industrial Relations Act 1996*.

### 15. Area, Incidence and Duration

15.1 This award shall apply to all officers employed in Centres and Academies of the Department of Sport and Recreation who, at the operative date of this award, are employed in the positions of General Manager (Centres and Academies), Assistant General Manager (Centres and Academies), Service Co-ordinator (Centres and Academies) and positions at Academies which have rostered and/or on-call responsibilities as determined by the Director-General excluding Program Staff, Catering Officers and Maintenance Officers.

15.3 The employees covered by this award are employed in terms of the *Public Sector Management Act 1988* and, to the extent that this award is silent, will be covered by the provisions of that Act and associated

Regulations and the Crown Employees (Public Service Conditions of Employment) Award 1997 published 3 August 2001 (326 I.G. 625), as varied.

15.4 This award shall take effect on and from 1 January 2002 and shall remain in force until 30 June 2004.

## PART B

### MONETARY RATES

Table 1 - Salaries

Classification	First pay period following 1.1.02 (3%)	First pay period following 1.1.03 (4%)	First pay period following 1.7.03 (5%)
General Manager (Sydney Academy of Sport and Recreation), Clerk Grade 11/12			
1st year	\$71,694	\$74,562	\$78,290
2nd year	\$74,735	\$77,724	\$81,610
3rd year	\$79,416	\$82,593	\$86,723
4th year	\$82,914	\$86,231	\$90,543
General Manager (Winter Academy of Sport and Recreation), Clerk Grade 11			
1st year	\$71,694	\$74,562	\$78,290
2nd year	\$74,735	\$77,724	\$81,610
General Manager (Centres), Clerk Grade 9/10			
1st year	\$61,987	\$64,466	\$67,689
2nd year	\$63,730	\$66,279	\$69,593
3rd year	\$66,333	\$68,986	\$72,435
4th year	\$68,309	\$71,041	\$74,593

Assistant General Manager Services (Sydney Academy of Sport and Recreation), Clerk Grade 9/10			
1st year	\$61,987	\$64,466	\$67,689
2nd year	\$63,730	\$66,279	\$69,593
3rd year	\$66,333	\$68,986	\$72,435
4th year	\$68,309	\$71,041	\$74,593
Assistant General Manager (Centres), Clerk Grade 7/8			
1st year	\$54,379	\$56,554	\$59,382
2nd year	\$56,006	\$58,246	\$61,158
3rd year	\$58,339	\$60,673	\$63,707
4th year	\$60,193	\$62,601	\$65,731
Service Co-ordinator, Clerk Grade 4/5			
1st year	\$43,062	\$44,784	\$47,023
2nd year	\$44,385	\$46,160	\$48,468
3rd year	\$47,850	\$49,764	\$52,252
4th year	\$49,360	\$51,334	\$53,901

Table 2 - Allowance

	First pay period following 1.1.02 (3%)	First pay period following 1.1.03 (4%)	First pay period following 1.7.03 (5%)
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Annual Allowance	\$5,358	\$5,572	\$5,851
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## APPENDIX 1

Crown Employees (Department Of Sport and Recreation Centres and Academies Managers) Award 2002

### Centre And Academy Locations

Berry Sport and Recreation Centre  
BERRY 2535

Borambola Sport and Recreation Centre  
660A Tarcutta Road  
WAGGA WAGGA 2650

Broken Bay Sport and Recreation Centre  
BROOKLYN 2083

Lake Ainsworth Sport and Recreation Centre  
LENNOX HEAD 2478

Lake Burrendong Sport and Recreation Centre  
MUMBIL 2820

Lake Jindabyne Sport and Recreation Centre/Winter Sports Academy  
JINDABYNE 2627

Lake Keepit Sport and Recreation Centre  
GUNNEDAH 2380

Milson Island Sport and Recreation Centre  
BROOKLYN 2083

Myuna Bay Sport and Recreation Centre  
DORA CREEK 2264

Point Wolstoncroft Sport and Recreation Centre  
GWANDALAN 2259

Sydney Academy of Sport  
Wakehurst Parkway  
NARRABEEN 2101

M. SCHMIDT J.

(1127)

**SERIAL C1476**

**QUALITY BAKERS AUSTRALIA LIMITED (NSW) ENTERPRISE  
AWARD 2002**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Quality Bakers Australia Limited.

(No. IRC 4178 of 2002)

Before Commissioner Bishop

6 August 2002

**AWARD**

**PART A**

**Index**

PART A

Clause No.      Subject Matter

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3. Area, Incidence and Duration

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PART B

- Appendix 1 - Wage Rates  
Appendix 2 - Other Rates and Allowances  
Appendix 3 - Bakery Classifications

**1. Title**

This Award shall be known as the Quality Bakers Australia Limited (NSW) Enterprise Award 2002.

**2. Statement of Intent**

This Award reflects a joint commitment by the company, its employees and the Union to provide workplace and employment conditions under which the services of Quality Bakers Australia Limited (New South Wales) can be delivered in an efficient, flexible and profitable manner.

In particular, the intent of the parties is to:

utilise the terms of this Award in a constructive, managed and co-operative manner in order to ensure a workplace that reflects industry best practice and supports the long term viability of the Enterprise, and hence the employment security of the employees.

increase the domestic competitiveness of the Enterprise by achieving significant and on going improvement in efficiency, productivity, workplace flexibility and quality of products and services.

increase job scope, ensure job satisfaction and the quality of working life of the employees.

provide broader career paths for all employees based on skills and competencies and the contribution they make to the business performance.

ensure the development of participative management/employee decision making processes which support the contribution of employees on all work related issues.

provide high standards of Occupational Health and Safety, equality of employment and exclusion of discrimination in any form.

recognise that the company has the right to make changes to its operations in the best interests of the business.

### 3. Area, Incidence and Duration

- (i) This Award shall rescind and replace the Quality Bakers Australia Ltd (NSW) 2000 Enterprise Award published 12 January 2001 (321 I.G. 604), as varied.
- (ii) This Award shall apply to all apprentices to trades declared for the purposes of the *Apprenticeship and Traineeship Act, 2001* by the *Industrial and Commercial Training (Declared Trades and Declared Callings) Orders, 1989* and to all other classes of employees of Quality Bakers Australia Limited within the jurisdiction of the following Industrial Committees:

Baking Industry (State) Industrial Committee

Engineers, &c. (State) Industrial Committee, the Boilermakers, &c. (State) Industrial Committee and the Sheet Metal Workers, &c. (State) Industrial Committee

Electricians, &c. (State) Industrial Committee

Clerical and Administrative Employees (State) Industrial Committee

provided that employees whose terms and conditions of employment are governed by any of the following Awards:

Metal, Engineering and Associated Industries (State) Award

Electricians, &c. (State) Award

Clerical and Administrative Employees (State) Award

shall continue to have their terms and conditions of employment governed by those Awards except that the following clauses of this Award shall apply to those employees in lieu of any like clauses in the Awards nominated above and that no payments or increases to rates of pay, other than those specified in this Award, shall be paid to those employees.

Clause 2 - Statement Of Intent

Clause 5B - Flexible Leave Bank

Clause 18 (i) - Rates of Pay

Clause 23 - Sickness & Accident Insurance

Clause 26 - Redundancy

- (iii) This Award shall take effect from the beginning of the first full pay period commencing on or after 6 August 2002 and shall remain in force until 31 January 2005.
- (iv) The parties agree that no later than three (3) months prior to the expiration of this Award, discussions shall commence regarding the desirability and content of a future Award.

#### 4. Contract of Employment

- (i) Contract Of Employment

- (a) Full Time Employment

- (i) Full Time employees are those regularly engaged for no less than an average of 38 ordinary hours per week and no more than an average of 40 ordinary hours per week. A full-time employee shall not be required to work as a part-time employee unless otherwise agreed.
    - (ii) Employees engaged to perform Merchandising/Demonstrating duties may agree to work up to two shifts on any one day provided that the maximum break between shifts is four (4) hours and that the second shift shall not be rostered to finish later than twelve (12) hours after the start of the first shift.

- (b) Part-time Employees

Part-time employees shall be engaged to work a regular number of hours per week under a written agreement. Subject to the exceptions permitted under this clause, each employee's written agreement shall specify the days of the week upon which ordinary hours are to be worked, the number of ordinary hours to be worked on each of those days and, in the case of employees engaged to perform Merchandising/Demonstrating duties, whether that work is to be performed in one or two shifts. This written agreement may be varied at any time, either for an indefinite or specified period, by agreement between the employer and the employee directly concerned, subject to the limitations and procedures specified below:

- (i) Ordinary hours for part time employees shall be between an average of twelve (12) and thirty six (36) ordinary hours per week, inclusive. Provided that part time employees may work full-time for defined periods by agreement under the provisions of subclause (vi) of this clause.
      - (ii) Other than for employees engaged to perform Merchandising/Demonstrating duties (refer (iii) below), the ordinary hours of work shall not be less than four (4) hours on any day nor more than ten (10) hours on any day.
      - (iii) For employees engaged to perform Merchandising/Demonstrating duties:
        - (a) The ordinary hours of work shall not be less than one (1) hour on any day nor more than ten (10) hours on any day;

- (b) Such employees may agree to work up to two shifts on any one day, provided that the second shift shall not be rostered to finish later than 12 hours after the start of the first shift;
- (c) For the purposes of this subclause a second shift is defined as any given period of work which is separated from any earlier period of work on the same day by any period of unpaid time other than an unpaid meal break given and taken in accordance with the provisions of Clause 6 - Meals - of this Award. A Merchandiser/Demonstrator cannot be directed to take an unpaid meal break during any shift which is less than five hours in duration, nor in any case to take an unpaid meal break which is in excess of thirty (30) minutes in duration;
- (d) A part-time Merchandiser/Demonstrator who works a shift of less than 5 hours shall be paid in addition to their ordinary wages, the appropriate short shift allowance specified in Item 11 of Table 1 of Appendix 2 of Part B of this Award for each shift actually worked.
- (iv) Part-time employees when on sick leave, paid family leave, annual holidays, long service leave, jury service, bereavement leave or holidays, shall be paid the amount which they would have been paid for ordinary hours on the day if they had worked.
- (v) Subject to this sub-clause, all provisions of this Award shall apply to part-time employees on a proportional basis.
- (vi)
  - (a) Subject to (b) below, variations to employee's part time employment arrangements may be made by a further written agreement, specifying the hours, days, duration and commencement date and signed by the employee/employer. A copy will be provided to the employee.
  - (b) Where ordinary hours are reduced, the employee will be advised in writing of the effect on earnings and other entitlements such as annual, sick and long service leave.
  - (c) Employees may refer any issues related to the variation of part time employment arrangements to their supervisor or union representative.
- (vii) Part-time employees may be engaged as Relief Merchandisers subject to the following provisions:
  - (a) The employee's written agreement shall specify the average number of ordinary hours per week to be worked, said average to be not less than twenty (20) ordinary hours per week nor more than thirty (36) ordinary hours per week;
  - (b) The employee shall be advised of the roster of actual hours to be worked during any one week no later than three (3) days prior to the commencement of that week;
  - (c) The employee shall be paid each pay day for the hours actually worked during the immediately preceding pay period;
  - (d) Relief Merchandisers shall, if classified at Level 5, be paid a weekly relieving allowance in addition to their normal wages as set out in Item 10 of Table 1 of Appendix 2 of Part B of this Award.
- (viii) Employees employed under this provision may agree, in writing, to be employed as a flexible part-time employee as defined in Clause (c) below. This is a once only decision and may be made at any time during the currency of the award.
- (c) Flexible Part-time Provisions

Part-time employees engaged after 13 June 2002 shall be engaged on the following terms:

- (i) The engagement is subject to a minimum number of hours per week, between 12 and 36 per week, with a minimum daily engagement of 4 hours.
  - (ii) Overtime to be paid after 10 hours per day, or the full-time rostered hours for the day worked in the area the duties are performed, or 38 hours per week, or any work performed on the 6th or 7th day of the week.
  - (iii) Employees engaged under this provision will be required to work reasonable additional hours to meet operational or customer needs taking into account the employee's personal circumstances.
  - (iv) Subject to operational needs a part-time employee engaged under these provisions will be provided as much notice as possible of the daily or weekly rostered hours required.
  - (v) All conditions applicable to full-time employees shall apply to part-time employees provided that leave entitlements shall apply on a pro rata basis according to the average number of ordinary hours worked, taken over the previous 13 weeks.
- (d) Casual Employees
- (i) A casual employee shall mean an employee who is engaged as such and paid as such.
  - (ii) A casual employee may be engaged in an emergency, to supplement weekly employees when weekly employees are not available or to meet seasonal production requirements. Subject to (b) (vii) of this Clause, any employee who is engaged for less than an average of twelve (12) hours per week shall be engaged as a casual employee.
  - (iii) Subject to this sub-clause the provisions of this Award shall apply to a casual employee save and except the following clauses:
    - Clause 5B - Flexible Leave Bank
    - Clause 14 - Sick Leave
    - Clause 15 - Jury Service
    - Clause 16 - Bereavement Leave
    - Clause 17 - Family Leave
  - (iv) With the exception of Merchandisers/Demonstrators, the ordinary hours of work shall not be less than 2 hours on any day nor more than 10 hours on any day. Merchandisers/Demonstrators may be employed for between one (1) and ten (10) ordinary hours and may work up to two shifts on any one day.
  - (v) Casual employees may be paid through the normal weekly pay process.
- (e) Probationary Employment
- (i) A probationary period of three (3) months will be applied to all new employees, other than casuals. This probationary period shall commence from the date of engagement. During the probationary period, the employee's employment may be terminated by either the employee or the employer with the giving of two days notice.
  - (ii) On commencing employment, probationary employees will be advised as to the performance standards expected of them and will be provided with adequate feedback through regular performance reviews during the period of probationary employment.

- (iii) If, during the period of probationary employment an employee resigns or is dismissed by the employer, the employee is required to surrender any company property in his/her possession, including any company uniforms issued at the commencement of employment. Should an employee fail to comply with this requirement, the cost of the uniforms or other property will be deducted from any monies due to the employee at the date of termination.
- (iv) Casual employees who are offered permanent employment shall have the period of their probationary employment reduced by the quantum of time employed as a casual.

(f) Fixed Term Employees

An employee may be engaged for a specified fixed term in order to meet peak or seasonal demands, for special projects, to cover longer term absences such as Parental Leave, or when a special need arises.

(g) Employment of Apprentices

Apprentices shall be employed in accordance with the relevant provisions of the *Apprenticeship and Traineeship Act, 2001* and this Award. The following provisions shall apply in respect of apprentices, provided the allowances prescribed do not apply to adult apprentices where adult apprentices are paid in excess of the apprenticeship wage rates specified in this Award:

- (i) The period of apprenticeship for persons entering the trade of bread manufacturing shall be as set out in their Deed of Indenture. The nominal term being four years.
- (ii) An apprentice who gains a pass at the Stage 1 Examination of the trade or correspondence course shall be paid a margin as set out in Item 1 of Table 1 of Appendix 2 of Part B of this Award in addition to the award rate prescribed in this Award for the remainder of their term of apprenticeship commencing from the first pay period in the calendar year following the examination.
- (iii) An apprentice who completes successfully their full course in the bread manufacturing trade or correspondence course of technical training shall be paid a margin as set out in Item 2 of Table 1 of Appendix 2 of Part B in addition to the margin prescribed by paragraph (ii) of this sub-clause, and in addition to the Award rate prescribed within this Award for the remainder of their term of apprenticeship commencing for the first pay period in the calendar year following the examination.
- (iv) An apprentice who passes at all stages of the trade course in the period normally required for its completion and whose workshop performance is satisfactory shall, during the last six months of apprenticeship or the balance of apprenticeship whichever is the less, be paid at the rate, including shift penalty rates, prescribed for a tradesperson under this Award.
- (v) An apprentice, whose place of work and of residence are so situated that it is reasonably practicable for the apprentice to attend a college which conducts the trade course, shall attend such college for study in the trade course for the period necessary for him to qualify in the course and shall repeat any stage or any subject in a stage of the course which he/she has failed to complete satisfactorily; provided that an apprentice who, due to circumstances beyond his/her control, fails in any subject of the course, may continue with the course beyond the normal duration of the course if reports from the college show that satisfactory progress is being made; and provided further that an apprentice who fails in any stage of the course may progress to the next stage of the course if permitted to do so by the college under an arrangement approved by the Department of Technical and Further Education.

- (vi) The college fees for instruction of each apprentice shall be paid by the employer for each year of the trade course or correspondence course.
- (vii) Any apprentice who is given time off during ordinary working hours for the purpose of attending at a college for instruction and fails to so attend shall not be paid for such time off.
- (viii) An employer shall reimburse to an apprentice all fares reasonably incurred in attending the college.
- (ix) An employer shall co-operate with the technical college in the training of an apprentice in the manner recommended by the technical college.
- (x) An apprentice who is not obliged to attend the trade course in accordance with sub-clause (v) of this clause shall study the trade course by correspondence, as conducted by the College of External Studies of the Department of Technical and Further Education. For the purpose of taking full advantage of the instruction by correspondence, the apprentice to whom this subclause shall apply, during ordinary working hours, shall study to carry out assignments of this course for two hours each week, and the employer shall pay such apprentice his wage and shift penalty rates during such time.
- (xi) During each stage of the correspondence course referred to in paragraph (viii) of this sub-clause, the apprentice shall attend a technical college for training for such period as is required from time to time by TAFE, provided that satisfactory progress has been made with correspondence lessons. Such attendances shall not be undertaken during the period of annual leave, and the employer shall pay all fees, fares and reasonable accommodation expenses in connection with the training for each period of four weeks not otherwise made by the Government of NSW.

(h) Termination Of Employment

(a) Notice of Termination by Employer

- (i) The employer must not terminate an employee's employment unless:
  - (a) the employee has been given either the period of notice required by subsection (ii) below, or compensation instead of notice; or
  - (b) the employee is guilty of serious misconduct, that is, misconduct of a kind such that it would be unreasonable to require the employer to continue the employment during the notice period.
- (ii) The required period of notice shall be:

Employees period of continuous service with the Employer:	Period of notice:
Not more than 1 year	1 week
More than 1 but not more than 3 years	2 weeks
More than 3 years but no more than 5 years	3 weeks
More than 5 years	4 weeks

The period of notice is increased by one week if the employee is over 45 years old and has completed at least 2 years continuous service with the employer.

- (iii) Payment in lieu of notice shall be made if the appropriate notice period is not given. If appropriate, part of the period may be worked out, and the remainder shall be paid out.

(b) Notice of Termination by Employee

Employment may be terminated by the employee by giving one week's notice to the employer, at any time during the week, or by the forfeiture of one week's wages in lieu thereof.

- (c) The period of notice may be waived with the mutual agreement of both parties.
- (d) When employment is terminated, wages and any other payments due shall be paid at the completion of the last week of employment.
- (e) Except when absent on approved paid leave, an employee not attending for duty shall lose pay for the actual time of such non-attendance.

### **5. Hours of Work**

- (i) The ordinary hours of work for employees other than part-time employees shall not be less than an average of thirty eight (38) per week, nor exceed an average of forty (40) per week. Rostered ordinary hours of work shall not exceed fifty (50) in any seven day period.
- (ii) The ordinary hours of work for part-time employees shall be as provided in Clause 4(b).
- (iii) The ordinary hours of work prescribed herein may be worked on any day Sunday to Saturday.
- (iv) Subject to Clause 5A below, the ordinary hours of work shall be worked on not more than five consecutive days per week provided that by agreement between the employer and the majority of employees affected, the ordinary hours of work may be worked over non-consecutive days of the week.
- (v) Subject to Clause 5A below, the ordinary daily hours of work shall be:
  - (a) for full-time employees, not less than six (6) hours nor more than 10 hours per day;
  - (b) for part-time employees, not less than four (4) hours nor more than 10 hours per day, provided that employees engaged to perform Merchandising/Demonstrating duties may be employed for one (1) or more hours per day provided that the span of ordinary hours does not exceed twelve (12) in any one day.
  - (c) for casual employees, not less than two (2) hours nor more than 10 hours per day, provided that employees engaged to perform Merchandising/Demonstrating duties may be employed for one (1) or more hours per day.
- (vi) Circumstances may arise where different work rosters will apply to various groups or sections of employees in the factory or establishment concerned.
- (vii) Other than in circumstances provided for in Clause 4(i)(b)(iii), the ordinary hours of work prescribed herein shall be worked continuously except for meal breaks. Provided further that an unpaid meal break given and taken in accordance with the provisions of Clause 6, Meals, of this Award shall not cause any single shift of work to be treated as two separate shifts for any purposes of this Award
- (viii) Crib Breaks for Delivery Drivers

Where an employee is engaged as a Delivery Driver, hours of work shall be rostered to provide for a paid crib break of not less than twenty minutes, which shall be counted as time worked.

#### **5A. Procedure for the Introduction of Shifts Over 10 Hours Or Over More Than 5 Successive Shifts**

Flexibility in the designated patterns of work will optimise work effectiveness, offer the Company greater opportunities to respond to market and customer requirements and provide employees with greater scope for balancing work and family commitments. The parties to this Award are committed to the following procedure

for the introduction of shifts in excess of ten hours and up to twelve hours, and/or of rosters incorporating more than five successive working days.

- (i) The Company will provide information on the causes of and nature of the proposed changes including Occupational Health and Safety considerations and all aspects of the proposed change will be fully discussed with all affected employees.
- (ii) No roster will be introduced under the provisions of this clause unless each employee required to work under the proposed new roster agrees to its introduction. Furthermore, no roster will be introduced under the provisions of this clause where doing so would make it economically and/or organisationally non-viable for those employees in the affected section who wish to do so to continue working under their current roster/s.
- (iii) The change will be reviewed at the end of an agreed period. This review will include Occupational Health & Safety considerations.
- (iv) Each roster shall provide an average of at least two rest days for each seven days covered by the full roster cycle, with each rest period normally being a minimum of two consecutive days.
- (v) A twenty minute paid crib break is to be taken between the eighth and tenth hours of any twelve hour shift at time mutually agreed between the employees and the company.
- (vi) Any dispute arising from these arrangements shall be processed through the Settlement of Grievances and Disputes procedure outlined in Clause 21 of this Award.
- (vii) Following the review of new arrangements, new employees may be engaged under the above work roster arrangements provided that the roster details are provided prior to the acceptance of the position.
- (viii) The Union shall be provided with full details when such rosters are implemented.

#### **5B. Flexible Leave Bank System**

The intention of the Flexible Leave Bank System is to provide permanent employees with paid time off to attend to personal or other matters, and to provide greater choice to employees for the taking or cashing in of accumulated hours worked. The principles of the Flexible Leave Bank System are as follows:

- (i) As at the commencement of the Quality Bakers Australia Limited 1997 Enterprise Award, all permanent employees shall decide whether or not they wish to participate in the Flexible Leave Bank System. Employees shall be given the opportunity to make a similar election at the end of 12 months, or in any circumstance where an employee has their weekly ordinary hours increased from 38 to 40 hours or reduced from 40 to 38.
- (ii) Notwithstanding (i) above, all existing entitlements to Rostered Days Off will be converted to this system at the date of ratification of this Award and at the hourly rates payable under this Award.
- (iii) Credits for the Flexible Leave Bank will accrue by deducting 5% from each employee's ordinary time Award wages (inclusive of all ordinary time penalties and all purpose allowances but exclusive of overtime payments) and by crediting the amount deducted to the employee's Flexible Leave Bank.
- (iv) An employee and his/her supervisor may mutually agree to the taking of Flexible Leave at any time, for any purpose, and over any desired period.
- (v) Where mutual agreement cannot be reached then, subject to sub-clause (vii) below, leave of one or more complete days, up to the amount accumulated in an employee's Flexible Leave Bank, shall be granted to the employee upon 14 days written notice being given to the employer. A period of 14 days written notice shall also be required for the cashing in of credits held in an employee's Flexible Leave Bank.
- (vi) Credits taken in the form of leave will be deducted from the employee's leave bank at the appropriate hourly rate including all ordinary time penalties and all purpose allowances, so that an employee taking

leave under the provisions of this clause shall receive the same ordinary time payment as he/she would have received had the leave not been taken.

- (vii) Management may specify minimum staffing requirements for each work section so that there is minor disruption to the operational processes, provided that the minimum shall not be more than 85% of full time equivalent employees engaged in that section. If such a minimum is specified then an employee may be refused access to Flexible Leave where granting that leave would cause the staffing level in the employee's section to fall below the specified minimum, even though 14 days written notice has been given. Employees who are refused leave under this provision shall be given priority when the staffing level in their section recovers. The parties accept that additional levels of casual employees may be initially required to supplement and support existing employee resources.
- (viii) During the first pay week in June each year, all credits in excess of \$2,000.00 will be paid out to full time employees, and all credits in excess of \$1,000.00 will be paid out to part time employees.
- (ix) The minimum amount of credits that may be cashed at any one time is \$200.00 by full time employees, and \$100.00 by part time employees.
- (x) No leave loading is paid on leave taken under the Flexible Leave Bank
- (xi) The Flexible Leave Bank will be administered by the Pay Department. All accrued credits will be recorded in the employee's Flexible Leave Bank via the current time sheet arrangement. Wages slips will display an employee's available credits each week.
- (xii) Where an employee ceases employment with the Company any credits owing to that employee shall be paid out upon termination.
- (xiii) Grievances or disputes regarding the Flexible Leave Bank arrangements will be resolved through the Settlement of Grievances and Disputes process detailed in Clause 21 of this Award.
- (xiv) Credits will continue to be deducted during periods of paid leave in accordance with (iii) above (except for periods of Workers Compensation Leave).

## 6. Meals

- (i) Each employee must take and each employer must give on each day at least half an hour for a meal after the expiration of 3 hours and commencing within 5 hours of starting work.
- (ii) An employee not commencing a meal break within 5 hours of starting work shall be paid double time until a meal break is taken with a minimum of one half hour's pay at such rate.
- (iii) Meal breaks shall not count as time worked.
- (iv) An employee required to work overtime for 2 hours or more without being notified at least one day before, shall be paid a meal allowance as set out in Item 9 of Table of appendix 2 of Part B of this Award.
- (v) The meal breaks prescribed in this Clause shall be given and taken so as not to interfere with the continuity of work and at times mutually agreed between the employer and the employee

Notation: Note: Delivery Drivers shall be entitled to a twenty minute paid crib break (See also Clause 5(viii)).

## 7. Shiftwork

- (i) Except at the regular changeover of shifts and with respect to "split shift" arrangements, an employee shall not be required to work more than one shift in each 24 hours.

(ii) Roster: Shift rosters shall specify the commencing and finishing times of ordinary hours of work of the respective shifts. The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the majority of employees affected to suit the circumstances and needs of the plant or establishment or in the absence of agreement by fourteen days' notice of alteration given by the employer to the employee.

(iii) Minimum time off between shifts: 10 hours

If the next shift is scheduled to commence before ten hours has expired, the employee shall be entitled to be absent from work on that shift until he/she has had ten hours off duty without any deduction being made in ordinary pay or shift penalty payable for such absence.

(iv) Roster Variations: Shift rosters shall specify the commencing and finishing times of ordinary hours of work of the respective shifts. The time of commencing and finishing shifts, once having been determined, may be varied by agreement between the employer and the majority of employees affected to suit the circumstances and needs of the plant or establishment or, in the absence of agreement, by fourteen days' notice of alteration given by the employer to the employee.

(v) Rotation of shifts: Shifts may be rotated. Different methods of rotation may apply in respect of particular groups or sections of employees in a plant or establishment. Where shifts rotate, the rotation may be weekly, fortnightly, four-weekly or at such other interval as may be agreed from time to time between the employer and the majority of the employees affected.

(vi) A weekly employee working as part of a shift roster (not an employee whose ordinary role it is to relieve) who is required by management to change shifts, for the purpose of replacing another employee who is on leave, shall not suffer any reduction in ordinary earnings whilst on that shift, provided that such leave does not exceed 5 weeks in duration.

(vii) Shift Allowance for ordinary hours of work (% of ordinary hourly rate of employees classification for each hour worked)

(a) Between midnight Sunday and midnight the following Friday

(Between 6.00pm one day and 4.00am the following day) 20%

(b) Between midnight Friday and midnight Saturday 30%

(c) Between midnight Saturday and midnight Sunday 70%

(d) Public Holiday

Payment of 150% in addition to the normal hourly rate (inclusive of any applicable shift allowance) or a total of 250%, whichever is the greater, provided that Casual employees shall receive a maximum of 250%.

(viii) From 1 February 2003, the span of hours referred to in (vii)(a) above will change from "Between 6.00pm one day and 4.00am the following day" to "Between 6.00pm one day and 6.00am the following day".

(ix) From 1 February 2004, the shift allowances referred to in (vii) above shall change to the following:

(a) Between 6.00pm one day and 6.00am the following day 20%

(b) Between midnight Friday and midnight Saturday 50%

(c) Between midnight Saturday and midnight Sunday 100%

(d) Public Holiday

Payment of 150% in addition to the normal hourly rate (inclusive of any applicable shift allowance) or a total of 250%, whichever is the greater, provided that Casual employees shall receive a maximum of 250%.

### **8. Overtime**

- (i)
  - (a) Overtime Arrangements to apply until 30 June 2002. All time worked by an employee in excess of or outside the employee's ordinary hours of work shall be overtime and shall be paid for at the ordinary hourly rate plus 40 per cent of the ordinary hourly rate for the first two hours on any day, and at the ordinary hourly rate plus 90 per cent of the ordinary hourly rate thereafter.
  - (b) Overtime Arrangements to apply until 30 June 2002. All overtime worked on a Sunday shall be paid at the ordinary hourly rate plus 90 per cent of the ordinary hourly rate.
  - (c) Overtime Arrangements to apply from 1 July 2002. All time worked by an employee in excess of or outside the employee's ordinary hours of work shall be overtime and shall be paid for at the ordinary hourly rate plus 50 per cent of the ordinary hourly rate for the first two hours on any day, and at the ordinary hourly rate plus 90 per cent of the ordinary hourly rate thereafter.
  - (d) Overtime Arrangements to apply from 1 July 2002. All overtime worked on a Sunday shall be paid at the ordinary hourly rate plus 100 per cent of the ordinary hourly rate.
  - (e) All overtime worked on a holiday, as provided for in clause 10, Holidays, shall be paid at twice the ordinary hourly rate plus 50 per cent of the ordinary hourly rate.
- (ii) Other than foreemployees engaged to perform Merchandising/Demonstrating duties, where an employee works overtime on any day and such overtime does not immediately precede or follow ordinary hours of work, an employee shall be paid for a minimum of four hours overtime at the appropriate rate. Where an employee who is engaged to perform Merchandising/Demonstrating duties works overtime which is less than five (5) hours in duration and which does not immediately precede or follow ordinary hours of work then that employee shall be paid in addition to the payment under (i) above, the appropriate overtime shift allowance specified in Item 12 of Table 1 of Appendix 2 of Part B for each shift actually worked.
- (iii) Rest Periods After Overtime:
  - (a) When overtime is necessary it shall, wherever reasonably practicable, be so arranged that the employee has at least 10 consecutive hours off duty between the work of successive days.
  - (b) An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next that they have not had at least 10 consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
  - (c) Failing an instruction from the employer that an employee should not resume or continue work without having had such 10 consecutive hours off duty the employee shall be paid at the ordinary hourly rate plus 70 percent until they are released from duty for such period and shall then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. For the purpose of this clause from 30 October 2000 the rate to be applied will be the ordinary hourly rate plus 90 percent.

### **9. Payment of Wages**

- (i) With the exception of production supervisors, employees shall be paid weekly or in accordance with such other arrangements as may be agreed between the employer and the employees affected. Such pay period shall not be altered without fourteen (14) days notice.

- (ii) Where an employer alters the pay week the employer shall in respect of that week, pay to each employee then employed, by way of an advance, any moneys earned from the end of the new pay week until the end of the "old" pay week. In respect of each week thereafter until such advance has been repaid the employer may retain twenty dollars (\$20) from payments due to the employee. In the event of the termination of employment before repayment of such advance a further deduction of any balance required for that purpose may be made from moneys due to the employee. Such deductions, together with any additional deductions made for that purpose with the written authority of the employee shall be deductions authorised by this Award.

### 10. Holidays

- (i)
- (a) The days on which the following holidays are observed shall be award holidays, viz., New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birth day, Anzac Day, Eight Hour Day, Christmas Day, Boxing Day, together with any other days proclaimed or gazetted as a public holiday for the State. The picnic day of the Union (which shall be held on the first Tuesday in November each year, or such other day as agreed between the employer and the employee) shall also be observed as a holiday, provided that in Queanbeyan, the picnic day shall be observed as the same day as Labour Day in the Australian Capital Territory.
- (b) For the purpose of this sub-clause an employee shall be treated as working on one of the days specified in paragraph (a) if that employee works on a shift which is worked in order to produce bread for sale on one of such days even though the shift is not worked on one of such days.
- (ii) A weekly employee normally rostered to work on the above holidays shall be entitled to the holiday without loss of ordinary time pay or shift penalty, provided that the employee worked on the working day immediately preceding the holiday day and/or immediately succeeding the holiday. Where two holidays fall on consecutive days an employee who worked on either the working day preceding or the working day succeeding either such day but not on both shall be paid for the holiday nearer to the said day on which the employee worked; provided that an employee who produces evidence satisfactory to the employer that the absence from work on any such a day before or after a holiday was due to a good and sufficient cause shall not lose payment for the relevant holiday.
- (iii) Where the company requires production to continue at any site during one of the above holidays then the following procedures shall apply:
- (a) The Company shall notify employees at the site of the staffing needs (including skills numbers, and functions required) twenty-eight (28) days prior to the holiday;
- (b) The notice will invite volunteers from casuals, part-time and full-time employees;
- (c) Ten (10) days prior to the holiday of the Company will advise employees whether there is a short fall for the holiday in question, and details thereof;
- (d) The Company will maintain a list of employees who have worked such holidays and such employees will be given preference in relation to not being required to work on the following holiday.
- (iv) A weekly employee rostered off on a holiday, except Easter Saturday, shall be entitled to one additional day as a holiday which shall be taken as agreed between the employee and the employer or failing agreement to be added to the employee's entitlement to annual holidays.
- (v) The minimum number of hours for which an employee is required to be paid when working on a public holiday shall be five (5).

### 11. Annual Holidays

- (i) See the *Annual Holidays Act*, 1944.
- (ii) Employees who are engaged in a continuous shiftwork operation and who, as part of that operation, regularly rotate through the seven days and regularly work Sundays and Public Holidays shall be entitled to an additional week of annual leave.
- (iii) The shift penalty payments prescribed in sub-clause (vi) of clause 7, Shiftwork, of this Award shall be regarded as part of the ordinary pay of employees entitled to such payments for the purposes of the *Annual Holidays Act*, 1944.
- (iv) An employee who was engaged as a dough-maker on 3 January 1990, and who has been receiving additional annual holiday per year shall continue to receive that annual holiday whilst ever engaged in that capacity.

## 12. Annual Holiday Loading

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

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

- (iii) The loading is payable in addition to the pay for the period of annual holiday given and taken due to the employee under the Act and this award.
- (iv) The loading is 17.5% of the employee's ordinary rate of pay for the period of the annual holiday. For the purposes of this subclause, the "ordinary rate of pay" shall be based upon the rates applicable from time to time in Table 1 of Appendix 1 of Part B of this Award.
- (v) This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if not on annual holidays; provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday), which the employee would have worked during the period, exceeds the loading calculated in accordance with this Clause, then that amount shall be paid to the employee in lieu of the loading prescribed by this Clause.
- (vi) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such employee continues until the day when the employee would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with sub-clause (iv) of this Clause applying the award rates of wages-payable on that day.
- (vii) Where, in accordance with the Act, the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned:
  - (a) an employee who is entitled under the Act to an annual holiday and who is given and takes such annual holiday shall be paid the loading calculated in accordance with sub-clause (iv) of this Clause.
  - (b) an employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable under the Act such proportion of the loading that would have been payable under this Clause if the employee had become entitled to an annual holiday prior to the close down as the employee's qualifying period of employment in completed weeks bears to 52.

(viii)

- (a) When the employment of an employee is terminated by the employer for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which the employee became entitled, the employee shall be paid a loading calculated in accordance with sub-clause (iv) for the period not taken.
- (b) Except as provided by paragraph (a) of this sub-clause, no loading is payable on the termination of an employee's employment.

### 13. Long Service Leave

- (i) See *Long Service Leave Act*, 1955.
- (ii) The shift penalty payments prescribed by sub-clause (vi) of clause 7, Shiftwork, of this Award shall be regarded as part of the ordinary rate of pay of employees entitled to such payments for the purposes of the *Long Service Leave Act*, 1955.

### 14. Sick Leave

- (i) After not less than three months continuous service, paid sick leave will be made available (subject to the provisions of this Award) at the rate of 3.167 hours per month for each completed month of the first year of employment. Thereafter, the entitlement to sick leave per year of employment shall be 61 hours.
- (ii) Employees on weekly hiring who, after not less than 3 months' service, are absent from work on account of personal illness or injury by accident shall be entitled to sick leave, without deduction of pay, subject to the following conditions and limitations:
  - (a) Employees shall not be entitled to paid sick leave of absence for any period in respect of which they are entitled to workers compensation.
  - (b) Employees shall before the ordinary starting time of the first day of the employees' absence, unless it is not reasonably practicable to do so, inform the employer of inability to attend for duty, and as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
  - (c) An employee shall prove to the satisfaction of the employer that the employee was unable, on account of such illness or injury, to attend for duty on the day or days for which sick leave is claimed; provided that for the first three single days for which sick leave is claimed in a year of employment, a medical certificate shall not be required.
  - (d) A part-time employee shall, subject to the provisions of this clause be entitled to a proportionate amount of sick leave. The amount of sick leave to which a part-time employee is entitled in any year shall bear the same proportion to sick leave prescribed during that year of employment for a full-time employee as the part-time employee's average number of ordinary hours worked during the previous six months of employment, or if there is not a 6 month period of employment then the average number of ordinary hours worked during the actual period of employment, bears to the number of ordinary hours worked by full-time employees.
  - (e) An employee shall be entitled to sick leave without reduction of penalty rates.

(iii)

- (a) The employee's entitlement under this clause shall accumulate from year to year so long as the employee's employment continues with the employer, whether under this or any other Award, so that any sick leave entitlement which has not been allowed in any year may be claimed by the employee and shall be allowed by the employer subject to the conditions prescribed by this Clause in a subsequent year of such continued employment.

- (b) For each day's absence from work, the employee's accrued sick leave entitlement shall be reduced by the number of ordinary daily hours for which the employee was rostered for that day in accordance with clause 5, Hours of Work, of this Award.
  - (c) Where a business, undertaking or establishment or any part thereof is transmitted from one employer to another employer and an employee who at the time of the transmission was employed by the transmitter in that business, undertaking, establishment or part thereof becomes an employee in the employ of the transferee any sick leave which has accumulated and not been taken during the employment with the transmitter may be claimed by the employee and shall be allowed by the transferee subject to the conditions prescribed by this clause during the employee's employment with the transferee. Sick leave accumulated by an employee pursuant to this paragraph shall be deemed to be sick leave accumulated during the employee's employment with the transferee. An employee who was employed by the transmitter at the time of the transmission and thereafter is employed by the transferee shall be entitled to sick leave during the first 3 months employment with the transferee notwithstanding sub-clause (i) of this Clause.
  - (d) Where an employee is transferred from the service of an employer being a corporation to the service of another employer, being a corporation related to the first employer at the time of the transfer, sick leave accumulated and not taken in the employ of the first employer shall after the transfer be deemed to be sick leave accumulated in the employ of the second employer and the employee shall be entitled to sick leave during the first 3 months of employment with the second employer.
- (iv) For the purpose of this clause continuous service shall be deemed not to have been broken by:
- (a) any absence from work on leave granted by the employer; or
  - (b) any absence from work by reason of personal illness, injury, or other reasonable cause (proof whereof shall in each case, be upon the employee); provided that any time so lost shall not be taken into account in computing the qualifying period of 3 months.
- (v) Service with the employer before the date of coming into force of this Award shall be counted as service for the purpose of qualifying for sick leave.
- (vi) Employees and the Employer shall act in good faith and in cooperation of this clause.

#### **15. Jury Service**

- (i) A weekly employee shall be allowed leave of absence during any period when required to attend for jury service.
- (ii) During such leave of absence, an employee shall be paid the difference between the jury service fees received and the employee's normal rate of pay.
- (iii) An employee shall be required to produce to the employer proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the employer notice of such requirement as soon as practicable after receiving notification to attend for jury service.

#### **16. Bereavement Leave**

- (i) An employee other than a casual employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subclause (iii) below.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.

- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Family Leave in Clause 17, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (A, B, C, D, E and F) in the said clause 17. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

## 17. Family Leave

### A. Use Of Sick Leave

- (i) An employee with responsibilities in relation to a class of person set out in (iii)(b) below who needs their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlements which accrues after the date of ratification of this Award for absences to provide care and support for such persons when they are ill.
- (ii) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
  - (a) the employee being responsible for the care and support of the person concerned; and
  - (b) the person concerned being:
    - (i) a spouse of the employee; or
    - (ii) a de facto spouse, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
    - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de factospouse 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.
      - (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.
- (iv) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee with to give prior notice of absence, the employee at the first opportunity on the day of absence.

**B. Unpaid Leave For Family Purposes**

- (i) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in A (iii)(b) above who is ill.

**C. Annual Leave**

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

**D. Time Off In Lieu Of Payment For Overtime**

- (i) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (iii) If, having elected to take time as leave in accordance with 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.
- (iv) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

**E. Make-Up Time**

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

**F. Other Clauses Of This Award**

- (i) The family leave entitlements contained in this clause shall be read wholly in conjunction with the following clauses:

Clause 8 - Overtime

Clause 11 - Annual Holidays

Clause 14 - Sick Leave

**18. Rates of Pay**

- (i) All employees shall receive increases to their Award rates of pay as set out below. These increases contemplate the changes that the company intends to implement to its operations during the life of this Award and the contributions that employees shall make to the implementation of those changes.

- (a) 2.5% effective from the beginning of the first full pay period to commence on or after 1 February 2002.
- (b) 3% effective from the beginning of the first full pay period to commence on or after 1 February 2003.
- (c) 2.5% effective from the beginning of the first full pay period to commence on or after 1 February 2004.
- (ii) The minimum weekly rates of pay for full-time employees under this Award shall be as set out in Table 1 of Appendix 1 of Part B of this Award.
- (iii) Part-time employees.

Part-time employees shall be paid at the hourly rate of one thirty - eighth of the appropriate wage rate of this Award.

- (iv) Casual employees.

The hourly rate of pay for casual employees shall be calculated by dividing the appropriate weekly rate of pay by 38 plus 15 per cent.

- (v)

Rates of pay for Apprentices:	Percentage of Bread Industry Employee Level 3
1st Year	54%
2nd Year	62%
3rd Year	71%
4th Year	85%

#### 19. Pre Existing Rates of Pay

- (i) Notwithstanding any other provision of this Award no employee to whom this Award applies shall, while remaining in the employ of the employer by whom or which that employee was employed in the pay week preceding 3 January, 1990 be paid an amount per week by that employer which is less than the employee was paid by that employer under an award provision for the employee's ordinary weekly hours of work plus shift penalty (if any) for that pay week.
- (ii) Provided that the amount per week specified in (i) above shall be increased as follows:
  - (a) Eight dollars (\$8.00) effective as of 22 May 1995;
  - (b) An amount equal to five per cent (5%) of the employee's ordinary time award weekly wage (inclusive of all ordinary time penalties) effective as at 1 December 1995;
  - (c) An amount equal to one per cent (1%) of the employee's ordinary time award weekly wage (inclusive of all ordinary time penalties) effective as at 1 February 1997;
  - (d) An amount equal to one per cent (1%) of the employee's ordinary time award weekly wage (inclusive of all ordinary time penalties) effective as at 1 July 1997;
  - (e) An amount equal to five and one half per cent (5.5%) of the employee's ordinary time award weekly wage (inclusive of all ordinary time penalties) as at the date of ratification of the Quality Bakers Australia Limited 1997 Enterprise Award;
  - (f) An amount equal to five per cent (5%) of the employee's ordinary time award weekly wage (inclusive of all ordinary time penalties) effective as at 1 December 1998.

- (g) An amount equal to three per cent (3%) of the employee's ordinary time award weekly wage (inclusive of all ordinary time penalties) effective as at 12 January 2000.
  - (h) An amount equal to three per cent (3%) of the employee's ordinary time award weekly wage (inclusive of all ordinary time penalties) effective as at 30 June 2001.
- (iii) Any increases in Clause 20(d) shall not be absorbed into any make-up pay for Merchandisers/Demonstrators arising out of the industry Award made in June 1992.

## 20. Other Rates and Allowances

The following allowances shall be paid:

- (a) A Leading operator, other than a Bread Industry Employee Level 1, who is responsible for a group of more than four people, the achievement of their work task and on the job training, shall receive, in addition to the rate payable for his/her classification, an allowance as set out in Item 3 of Table 1 of Appendix 2 of Part B.
- (b) A leading operator, other than a Bread Industry Employee Level 1, who is responsible for a group of less than four people, the achievement of their work task and on the job training, shall receive in addition to the rate payable for his/her classification, an allowance as set out in Item 4 of Table 1 of Appendix 2 of Part B.
- (c) An employee who is required to drive a vehicle as part of the conditions of employment shall be paid an allowance for all purposes of this Award as set out in Item 5 of Table 1 of Appendix 2 of Part B.
- (d)
  - (i) An employee performing Merchandising/Demonstrating duties who works at a place away from the bakery and is required by the employer to use the employee's vehicle shall be paid a vehicle allowance consisting of a flat amount as set out in Item 6A of Table 1 of Appendix 2 of Part B of this Award and a variable amount for distance travelled up to 70 kms per shift worked averaged over the pay week as set out in Item 6B of Table 1 of Appendix 2 of Part B. This allowance will be adjusted at the end of each 12 months following the date of ratification of this Award, by the percentage movement during the twelve month period in the NRMA's total average costs on a 2.2 litre vehicle, new to five years covering 15, 000 kms per annum.
  - (ii) Where the Company changes the route of employees performing Merchandising/Demonstrating duties in a way that increases the distance required to be travelled, relative to the distance that the employees travel at the time of the making of this Award or, for new employees, at the commencement of their employment, then the 70km limit specified in (i) above shall be removed. Where, however, the employees change their residential address in a way that increases the distance required to be travelled, relative to the distance that the employees travel at the time of the making of this Award or, for new employees, at the commencement of their employment, then the Company shall not be required to compensate the employees for any additional distance they are required to travel as a result of the change.
- (e) An employee who has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications such as a certificate from the St. John Ambulance or similar body shall be paid an allowance as set out in Item 7 of Table 1 of Appendix 2 of Part B if appointed by the employer to perform first-aid duty.
- (f) Where an employee is appointed to be in charge of firing a boiler and is appropriately certificated by the Department of Industrial Relations, Employment, Training and Further Education, the employee shall be paid an allowance as set out in Item 8 of Table 1 of Appendix 2 of Part B.

- (g) Any driver who is required to stay away from home because they have reached the legal maximum log book driving limit shall be paid an allowance per occasion as set out in Item 13 of Table 1 of Appendix 2 of Part B.

## 21. Settlement of Disputes and Grievances

- (i) Procedures relating to grievances of individual employees:
- (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedies sought.
  - (b) A grievance must initially be dealt with as close to its source as possible, with gradual steps for further discussions and resolutions at higher levels of authority.
  - (c) Reasonable time limits must be allowed for discussions at each level of authority.
  - (d) At the conclusion of the discussions, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
  - (e) Whilst a procedure is being followed, normal work must continue.
  - (f) The employee may be represented by an industrial organisation of employees.
  - (g) Should the matter not be concluded or resolved it may be referred to the Industrial Relations Commission.
- (ii) Procedures relating to disputes etcetera between employers and their employees:
- (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with gradual steps for further discussion and resolution at higher levels of authority.
  - (b) Reasonable time limits must be allowed for discussion at each level of authority.
  - (c) Whilst a procedure is being followed, normal work must continue.
  - (d) The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.
  - (e) Prior to a matter being referred to the Industrial Relations Commission of New South Wales under Clause 21 (ii) of the award, either the employer or the Union dissatisfied with the position adopted by the other party shall send a draft Section 130 of the *Industrial Relations Act 1996* dispute notification to the other party by facsimile. It is the responsibility of the party sending the draft dispute notification to verify receipt of the facsimile with the Manager of the Bakery or the appropriate Executive Officer of the Union.
  - (f) The parties, including the Manager of the Bakery and the appropriate Executive Officer of the Union, shall meet within twenty four (24) hours of the receipt of the draft dispute notification and attempt, through discussion, to resolve the matter in dispute.
  - (g) Should the matter not be concluded or resolved it may be referred to the Industrial Relations Commission.

### 21A. Anti-Discrimination

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

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

## NOTES -

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

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

**22. Delegates Recognition**

- (i) Upon written notification by the Union, delegate(s) appointed by employees at each site shall be allowed reasonable time during working hours to interview the Company or its representative on matters affecting employees whom they represent. Provided that the delegates(s)' duties do not unduly interfere with their duties and responsibilities to the Company and the delegate has notified their manager prior to undertaking such duties.
- (ii) Union delegates shall be granted access to reasonable facilities in carrying out their duties. This includes but is not limited to the use of a telephone and facsimile machine.
- (iii) Union delegates will abide by the dispute resolution procedure set out in this agreement.

**23. Sickness and Accident Insurance**

- (i) Employees will be given a choice of funds between the fund nominated by the unions party to this Award (provided they are union members) and an alternative fund nominated by the Company.
- (ii) The Company and the LHMU shall jointly review the insurance cover, on a quarterly basis, and resolve any issues that may arise at that time.
- (iii) Both the Company and the LHMU reserve the right to cease the insurance cover, for any reason, twelve (12) months after the implementation of the insurance cover or at every subsequent twelve (12) monthly

interval. If this occurs, all employees shall receive an increase to their ordinary time award wage rate of one and one half percent (1.5%) at the time of the cessation of the insurance cover.

#### 24. Occupational Superannuation

The subject of superannuation is dealt with extensively by legislation including *the Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation (Resolution of Complaints) Act 1993* and s124 of the *Industrial Relations Act 1996* (NSW). This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

Notwithstanding the above mentioned, the following minimum provisions shall apply:

- (i) The employer shall pay on behalf of each full-time adult employee with six months continuous service 3% of the employee's ordinary rate of pay per week in a superannuation fund meeting the requirements set down by the Commissioner for Occupational Superannuation.
- (ii) The employer shall pay on behalf of each part-time adult employee with six months continuous service working more than twenty hours per week 3% of the employee's ordinary rate of pay into a fund meeting the requirements set down by the Commissioner for Occupational Superannuation.
- (iii) Where an employee is absent, on leave without pay, whether or not such leave is approved, no contribution from the employer shall be due in respect of that employee, in respect of the period of unpaid absence.
- (iv) The obligation of the employer to contribute to the fund in respect of an employee shall cease on the last day of such employee's employment with the employer.
- (v) An employer who at the date of the variation of this award is already contributing to a superannuation fund meeting the requirements set down by the Commissioner for Occupational Superannuation, in accordance with the principles established in the State Wage Case of December, 1987 shall be exempt from this clause.
- (vi) Where an employer has failed, pursuant to sub-clause (i) & (ii) of this clause to make application to participate in the fund, the employer shall make application to participate in the fund and upon acceptance by the Trustees shall make an initial contribution to the fund, in respect of each employee, as if the employer had made application to participate in the fund and been accepted by the Trustees prior to 28 February 1992, after which the employer shall then continue to make payments as prescribed by this award. Other than for back-payment contributions, the employee shall not be entitled to:
  - (a) interest on contributions; and/or
  - (b) death and disability cover,
 until such time as the employer becomes a member of the fund; that is, the date of acceptance by the trustees.
- (vii) Contributions made by the Employer in accordance with this clause, shall be made as follows:
  - (a) the employer shall offer each employee a choice between the Australian Retirement Fund (ARF) and the Goodman Fielder Superannuation Fund.
  - (b) the employee shall nominate the fund into which contributions shall be made.

#### 25. Shortage of Money Or Bread

- (i) An employee shall be supplied with a copy of the loading slip for each load taken during the day.
- (ii) Except in the case of dishonesty, an employee shall not be required to make good any shortage of money or bread appearing on the face of the employees book or statement of delivery unless notified of such shortage of money or bread within 48 hours after the day on which the entry in the book or statement

has been made and that employee has been given an opportunity of checking same. Saturdays, Sundays, and holidays are not to be reckoned in the said 48 hours.

- (iii) Where the employee is notified of the shortage within the period prescribed by sub-clause (ii) of this clause, the employer may, each week, until the whole shortage is satisfied, deduct an amount on account thereof from the wages due to the employee: provided that the employee is paid a gross sum not less than two-thirds of the pay prescribed for an employee by Clause 18, Rates of Pay, of this award; provided further that in the case of dishonesty or in the case of termination of services, the full amount of the wages due may be retained by the employer.

Deductions in respect of shortages notified in accordance with the provisions of this clause shall commence within 3 months of such notification and then continue each week until the shortage is repaid, otherwise the right to deduct shall be forfeited.

- (iv) Employees shall be notified each week of the overs and shortages. Any overs are to be credited to the employee and shall be available to meet subsequent shortages; provided that any credit at the end of any accounting quarter may be forfeited except that shortages and overs in the last two weeks of any quarter may be offset against overs or shortages in the first two weeks of the next quarter.
- (v) For the purpose of this clause where more than one employee is regularly employed delivering on any bread run from one vehicle or conveyance, each shall be supplied by the employer with a book in which the employee shall enter up, daily, the amount of bread that the employee delivers to each customer served by the employee and any cash received. This sub-clause shall not apply to an employee learning the run.
- (vi) Unless an employee is furnished with a list of bread and bread rolls delivered to customers and cash received on the employee's run by some other person the employee shall not be responsible for the booking thereof.
- (vii) Provided that, if at any stage, a Full Bench of the NSW Industrial Relations Commission decides that any part of this Clause is contrary to the Act, the parties, by agreement, shall amend the Clause to give effect to the decision.

## 26. Redundancy

### A Application

- (i) This clause shall apply in respect of full time and part time employees employed under the Classifications of this Award but shall not apply to employees engaged as Territory Sales Managers, or Managers in Distribution, Production or Breadroom.
- (ii) Notwithstanding anything contained elsewhere in this award, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

### B Introduction Of Change

- (i) Employer's Duty to Notify -
- (a) Where the employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employers workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the

alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

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

(ii) Employers Duty to Discuss Change -

- (a) The Employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause B(i) above "Employers Duty To Notify" of this clause, the effects the changes are likely to have on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in B(i) of this clause.
- (c) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

C Redundancy

(i) Discussions Before Terminations -

- (a) Where the employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to subclause B (i), and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of (a) above 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 of the employees concerned.
- (c) For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

D Termination Of Employment

(i) Notice For Changes In Production, Program, Organisation Or Structure -

The notice to be applied to terminations by the employer for reasons arising from "production", "program", "organisation" or "structure" in accordance with subclause B(i) of this clause shall be 4 weeks, or 4 weeks pay in lieu of such notice. Provided that this period of notice shall be increased by one week if the employee is over 45 years of age and has completed two years continuous service with the employer.

(ii) Notice for Technological Change -

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with subclause B(i) of this clause:

- (a) In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.
- (b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (c) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any other Act amending or replacing either of these Acts.

(iii) Time Off During The Notice Period -

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

(iv) Employee Leaving During the Notice Period

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

(v) Statement of Employment -

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

(vi) Notice to Commonwealth Employment Service -

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

(vii) Department of Social Security Employment Separation Certificate

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

(viii) Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in subparagraph subclause B(i) of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an

amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

#### E Severance Pay

- (i) Where an employee is to be terminated pursuant to subparagraph D of this clause, subject to further order of the Industrial Relations Commission, the employer shall pay a minimum of three (3) weeks severance pay in respect of each completed year of continuous service with no maximum limit. Further, employees shall receive pro-rata entitlements for part years.

However, if the scale below provides a greater benefit for the employee in such circumstances, then this scale shall be observed:

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

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

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

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

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

- (ii) Alternative Employment

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

#### F Other Entitlements

In addition to the notice prescribed in subclause D above and the severance payments prescribed in E above, employees who are made redundant shall receive pro-rata Long Service Leave for the entire period of their continuous service.

**G Selection Criteria For Redundancy**

The employer shall select, in consultation with the Union, employees for redundancy based upon the operational requirements of the Enterprise including, but not limited to, criteria such as attendance, performance, length of service, skills, etc.

**H Procedures Relating To Grievance**

Grievances relating to individual employees will be dealt with in accordance with clause 21 "Settlement of Disputes and Grievances" of this Award.

**27. Uniforms**

- (i) Supply of clothing: There shall be provided and maintained in good order and condition, for the use of every person engaged in the bakehouse in a manufacturing process, a sufficient supply of clothing consisting of:
  - (a) an overall, or a bib apron or short trousers;
  - (b) suitable head covering.
- (ii) Provided that short trousers shall not be provided for the use of any person unless he/she agrees to wear short trousers. All overalls, bib aprons and short trousers provided pursuant to this clause shall be of light coloured washable material and all head covering so provided shall be of light coloured washable or disposable material. Each such person shall be provided with clean clothing at least twice weekly.
- (iii) An employer shall provide protective clothing to employees so as to ensure the health, safety and welfare of such employees in accordance with the requirements of the *Occupational Health and Safety Act 2000*. Except in cases of medical exemptions, employees shall wear and use all supplied safety clothing and equipment, including footwear, as directed by the employer.
- (iv) The employer shall provide an employee handling cash with a money bag, if it is required by the employee.
- (v) Employers shall provide a waterproof cape or coat to employees when they are required to work outdoors during wet weather.
- (vi) Employees are responsible for the care and safekeeping of all issues and shall return each article to the employer on request or on termination of their employment; in default, the employer may deduct from wages due an amount equal to its replacement value less reasonable depreciation, having regard to the condition of the item.

**28. Occupational Health and Safety**

- (i) An Occupational Health and Safety Committee will be established, and will develop health and safety policies for the Company operations in accordance with the *Occupational Health and Safety Act 2000* (NSW).
- (ii) The parties to this agreement are committed to achieving healthier and safer jobs through workplace changes aimed at improved efficiency and productivity. This will be accomplished by establishing a comprehensive approach to managing occupational health and safety issues which aims to:
  - (a) Control hazards at source;
  - (b) Reduce the incidence and costs of occupational injury and illness;

- (c) Review work and management practices affecting the inter relationship between efficiency, productivity, and health and safety;
- (d) Provide a rehabilitation system for workers affected by occupational injury or illness.

### **29. Consultative Committees**

- (i) A consultative committee consisting of an equal number of company representatives and LHMU delegates, will be established to assist the company and the LHMU achieve the objectives of the agreement.
- (ii) The committee will develop its own charter in relation to conduct of meetings, preparation of agendas, distribution of minutes; timing of meetings; communication to the workforce and any other issues which might require resolution
- (iii) As part of an on-going process for improvement in productivity and efficiency, consultation shall continue to take place at the workplace level, through the primary mechanism of consultative committee, to provide more flexible working arrangements, improvements in the quality of working life, enhancement of skills, training and job satisfaction, and positive assistance in the change process and to encourage consultative mechanisms across the workplace for all employees. The terms of any arrangement will be as agreed between the company and the LHMU.
- (iv) Notwithstanding the above, the committee will meet a minimum of 2 times per year.

### **30. Labour Hire Agreement**

The following shall govern conditions under which the company will engage a labour hire firm:

1. The company's preference is to carry out as much of the site's operations as possible with Quality Bakers Australia employees
2. Notwithstanding the above, there may be occasions which require the use of a labour hire firm. Generally, the need for a labour hire firm would occur either because
  - (i) a permanent vacancy has arisen, or
  - (ii) a non-permanent vacancy has arisen of a short term.
3. Where a permanent vacancy arises, the company may utilise a labour hire firm to recruit new employees. These employees shall remain employees of the labour hire firm for no longer than one month. At the completion of that month those same employees shall be employed by Quality Bakers Australia as casual employees for a period to be not longer than three months for such time that they commenced employment at Quality Bakers Australia. At the completion period the said employee shall be made a permanent employee.
4. Where a non-permanent, short-term vacancy arises then Quality Bakers Australia may engage the use of a labour hire firm only where it is agreed that:
  - (i) existing employees of Quality Bakers Australia, either full-time or casual, are unable to perform the work to be done and;
  - (ii) that all other avenues available have been exhausted by the company to cover the additional work; and
  - (iii) that the Quality Bakers Australia employees who have voluntarily elected to go on the overtime list, have been asked to cover the vacancy
  - (iv) the company will inform the LHMU delegate/s of the causes giving rise to the engagement of a labour hire firm.

- (v) The employment of a labour hire firm will not continue for more than one month; After this the employee will become a QBA casual employee.
5. Where a long-term, non-permanent vacancy arises the Quality Bakers Australia will;
- (i) offer the position to an existing Quality Bakers Australia casual or;
- (ii) where no existing casual seeks the position the company may offer the position firstly to an existing labour hire employee or to a newly recruited labour hire firm employee. The said labour hire employee will only remain at Quality Bakers Australia as a labour hire firm employee for no longer than one month, or for a period mutually agreed between the relevant Department Manager and the Site LHMU Delegate. Labour Hire employees shall only be engaged for periods in excess of one month, where such employee is relieving for absences caused by long service leave, extended annual leave or undefined periods of workers compensation or sick leave. In the event that the above categories do not meet particular circumstances, parties may mutually agree on other arrangements. Following the completion of that month, or agreed period, the employee will become an employee of Quality Bakers Australia as a Fixed Term Employee pursuant to Clause 4(e) of this Agreement.
6. Where a company engages a labour hire firm the company's contract with the labour hire firm will include the following provisions:
- (i) Casuals will be invited to be financial members of the LHMU as a pre-requisite to employment at Quality Bakers Australia.
- (ii) Casuals will be paid according to the terms and conditions of this Agreement.
7. In accordance with the above, it is also accepted that where a vacancy arise either permanent or short-term on shift work, the first opportunity to fulfil this vacancy will be given to existing permanent day shift employees of Quality Bakers Australia.
8. In the spirit of this clause, the company and LHMU site representative will establish a review mechanism to monitor and examine the effectiveness of the above clause so as to ensure that the effectiveness or efficiency of the company operations does not adversely effect its operation.

### 31. Leave Reserved

Leave is reserved within the term of the agreement of apply to make variation in respect of Clause 30 Labour Hire Agreement where the application of the said clause give ground and reason to do so.

## PART B

### APPENDIX 1

#### Wage Rates

Table 1 - Rates Of Pay

Classification	Total Rate Per 38 hour week as at 1 February 2002 \$	Hourly Rate as at 1 February 2002 \$	Total Rate Per 38 hour week as at 1 February 2003 \$	Hourly Rate as at 1 February 2003 \$
Level 1	665.39	17.51	685.35	18.04
Level 2	609.24	16.03	627.52	16.51
Level 3	581.23	15.30	598.67	15.75
Level 4	539.44	14.20	555.62	14.62
Level 5	511.55	13.46	526.90	13.87
Level 6	482.06	12.69	496.52	13.07

	Total Rate Per 38 hour week as at 1 February 2004 \$	Hourly Rate as at 1 February 2004 \$
Level 1	702.48	18.49
Level 2	643.21	16.93
Level 3	613.64	16.15
Level 4	569.51	14.99
Level 5	540.07	14.21
Level 6	508.93	13.39

## APPENDIX 2

### Other Rates And Allowances Table 1

Item No	Clause No	Brief Description	1 February 2002	1 February 2003	1 February 2004
1	4(i)(g)(ii)	Apprentice who gains pass at the Stage 1 Examination of Trade Correspondence	\$5.33	\$5.49	\$5.63
2	4(i)(g)(iii)	Apprentice who completes his/her full course in bread manufacturing trade correspondence course	\$14.86	\$15.31	\$15.69
3	20(a)	Leading operator in charge of more than 4 people	\$27.27	\$28.09	\$28.79
4	20(b)	Leading operator in charge of less than 4 people	\$13.63	\$14.04	\$14.39
5	20(c)	Employees required to drive a vehicle shall be paid an allowance in accordance with the Licence required as follows: Class C Light Rigid (LR) Medium Rigid (MR) Heavy Rigid (HR) Heavy Combination	\$3.27 \$26.24 \$34.13 \$43.29 \$62.56	\$3.37 \$27.03 \$35.15 \$44.59 \$64.44	\$3.45 \$27.71 \$36.03 \$45.70 \$66.05
6A	20(d)	Merchandiser/Demonstrator Flat amount	\$11.15	\$11.48	\$11.77
6B		Variable amount See Clause 20 (d) for future variations	21.8 c p/km		
7	20(e)	First-Aid Allowance - current holder of first-aid qualification	\$12.20	\$12.57	\$12.88
8	20(f)	Employee in charge of firing a boiler and certified by IRC	\$11.69	\$12.04	\$12.34
9	6(iv)	Meal Allowance - more than 2 hours overtime without being noticed	\$8.82	\$9.08	\$9.31
10	4(i)(b) (vii)(d)	Relief Merchandiser	\$15.27	\$15.73	\$16.12
11	4(i)(b) (iii)(d)	Short Shift Allowance  Shift Length of: 1 hour but less than 2 hours 2 hours but less than 3 hours 3 hours but less than 4 hours 4 hours but less than 5 hours	\$3.24 \$2.43 \$1.60 \$0.83	\$3.34 \$2.50 \$1.65 \$0.85	\$3.42 \$2.56 \$1.69 \$0.87
12	8(ii)	Short Overtime Shift Allowance Shift Length of:			

		1 hour but less than 2 hours	\$5.18	\$5.34	\$5.47
		2 hours but less than 3 hours	\$4.11	\$4.23	\$4.34
		3 hours but less than 4 hours	\$2.73	\$2.81	\$2.88
		4 hours but less than 5 hours	\$1.37	\$1.41	\$1.45
13	20(g)	Driver - staying away from home allowance	\$24.60	\$25.34	\$25.97

### APPENDIX 3

#### BAKERY CLASSIFICATIONS

The parties are committed to establishing a timetable during the life of this Award to develop and implement competency standards as the basis for a new classification structure. The following classification structure shall apply until any new classification structure is implemented.

##### Bread Industry Employee - Level 6

A Bread Industry Employee Level 6 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 and cleaning duties; including tidying of work area, stacking crates, removing rubbish etc.
2. Exercises minimal judgement;
3. Works under direct supervision.
4. Maintains sanitation/hygiene of work area;
5. Demonstrates good housekeeping procedures;
6. Undertakes structured training so as to enable him/her to progress to higher levels.

##### Bread Industry Employee - Level 5

A Bread Industry Employee Level 5 has completed structured training so as to enable the employee to perform work within the scope of this level.

##### (i) General Description

An employee at this level performs work above and beyond the skills of a Level 6 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 an employee at this level may perform are the following:

Repetition work on automatic, semi-automatic or single purpose machines or equipment;

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;

maintenance sanitation/hygiene of work area; and

a awareness of hygiene and importance of microbiological containment.

(ii) Production Strand

A Level 5 Production employee must be capable of the following:

Performing general product handling, labouring and cleaning duties;

performing the tin change operations;

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

(iii) Breadroom Strand

A Level 5 Breadroom employee must be capable of the following:

Operating a crate washer safely;

maintaining sanitation of area;

loading baskets;

operating bagging machine;

identifying correct bags;

operating cliplocks;

knowing correct product codes;

monitoring quality - (both bread and packaging);

following orders and production runs.

(iv) Sales Strand

A Level 5 Sales employee must be capable of the following:

Accuracy with figures;

possessing and demonstrating good territory and product knowledge;

- punctuality, diligence and reliability;
- performing delivery of bulk loads;
- demonstrating good customer relations;
- providing customer feedback;
- communicating with consumers, supervisors and customer staff;
- recording and maintaining basic records and making simple written reports.

#### Bread Industry Employee - Level 4

A Bread Industry Employee Level 4 has a general knowledge of the employer's operations as it relates to production, breadroom or sales processes. Such an employee shall be trained and capable of operating flexibly on more than one work station.

##### (i) General Description

A Level 4 Employee performs work above and beyond the skills of an employee at Level 5 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:

Receiving, despatching, distributing, sorting, checking, packing (other than repetitive packing in a standard container or containers in which such 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.

##### (ii) Production Strand

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

Understanding the dividing operation and operating machinery;

operating affiliated machinery (dusters, founders, 1st proof);

understanding the moulding process and be able to set and adjust.

(iii) Breadroom Strand

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

Understanding the slicing process and operating machinery;  
operating affiliated equipment (cliplocks, baggers);  
effectively operating as an order filler (lines person).

(iv) Sales (Distribution) Strand

A Level 4 Sales (Distribution) employee must be capable of the following:

Maintaining good customer relations;  
achieving run sales targets;  
communicating with workers and supervisors;  
settling accounts;  
identifying sales opportunities;  
providing good customer service;  
general enthusiasm, energy, punctuality and personal hygiene;  
having good territorial and product knowledge;  
increasing store sales;  
providing customer feedback;  
possessing good people skills.

Bread Industry Employee - Level 3

A Bread Industry Employee Level 3 is an employee who holds an appropriate trades certificate, or an employee of equivalent standing, who has a sound knowledge of the employer's operations as it relates to production, breadroom or sales processes.

Such an employee shall be trained and capable of operating flexibly on more than one work station under limited supervision.

(i) General Description

Indicative tasks performed at this level are:

1. Machine setting, loading and operation, on more than one machine;
2. basic quality checks on work of others;
3. lubrication of machinery and equipment;
4. assistance in provision of on job training; and

5 recognition and identification of quality faults, or machine operation faults, rejection of sub-standard product.

(ii) Production Strand

A Level 3 Production Employee must be capable of the following:

Recognising and weighing ingredients;  
monitoring dough quality and adjusting accordingly;  
operating subsidiary equipment (e.g. broth tanks, seeder, conveyors, dough dividers etc.);  
operating computerised machinery;  
understanding the final proof process and operating machinery;  
understanding the baking process and operating machinery.

(iii) Breadroom Strand

A Level 3 Breadroom Employee must be capable of the following:

Responsibility for the make-up and assembly of orders;  
checking of loads;  
despatching deliveries;  
receiving and checking returns.

(iv) Sales Strand

A Level 3 Sales Employee must be capable of the following in addition to the skills of a Level 4 Sales Employee:

Assisting with on-the-job training of new employees;  
possessing good territorial knowledge of sales area or group sales runs;  
relieving salesmen and vendors on short notice.

Bread Industry Employee - Level 2

A Bread Industry Employee Level 2 is required to exercise skills and knowledge above and beyond an employee at Level 3 and to the level of his/her training:

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 learn environment;

perform work which, while primarily involving the skills of the employee's training, is incidental or peripheral to the primary task and facilitate the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training;

be able to inspect products and/or materials for 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 2 employee has a high understanding of baking technology and practice, including recipe interpretation and mixing processes, and is capable of operating flexibly throughout the production area, including dough-making.

#### Bread Industry Employee - Level 1

A Bread Industry Employee Level 1, 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.

##### (i) General Description

Such an employee exercises skills, knowledge and discretion above and beyond a Level 2 employee, and to the level of his/her training:

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 general supervision either individually or in a team environment;

understands and implements quality control techniques.

##### (ii) Production Strand

Employees of this level must be of trade or equivalent qualifications;

being responsible for an 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).

##### (iii) Breadroom Strand

Being responsible for an operational section, the employees of this level must be completely competent with all machinery, equipment and systems relating to this operational section.

##### (iv) Sales Strand

Understand the sales operations, especially the achievement of sales targets through control of orders, product maintenance and good customer and vendor rapport;

develop new business opportunities;

understand promotional operations;

able to maintain account payments through debt collection;  
responsible for an operation sales section.

E. A. R. BISHOP, Commissioner.

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**BREWERIES (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 3452 of 2002)

Before Mr Deputy President Sams

28 June and 14 August 2002

**VARIATION**

1. Delete Part B, Monetary Rates, of the award published 30 November 2001 (329 I.G. 1032), and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 - Rates of Pay**

From the first pay period commencing on or after 12 July 2002.

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

**Table 1 - Rates of Pay**

Classification	Wage Total
(i) Carlton and United Breweries (NSW) Pty Limited Employees -	
Security Officer/Controller	559.80
Process Control Room Operator	559.80
Security Officer	545.90
Quality Control Employee	530.50
Kegging Plant Operator	530.30
Beer Runner	530.30
Packaging Plant Operator	529.50
Storeperson - Main Store -	
Storeperson/Driver A	546.70
Storeperson/Driver B	566.50
Bottle Shop Assistant	529.50
Production Assistant/General Hand	518.80
Cleaner	518.80
All other adult employees	511.10
(ii) Tooheys Limited - Auburn and Grafton Employees -	
Engine Drivers	588.20
Fireperson	576.40
Customer Serviceperson	574.60
Forklift Driver	572.80
Brewhouse Control Operator (Steinecker Brewing Plant)	569.40
Engine Room Greaser	568.30
Plant Greaser	560.30

Customer Serviceperson	559.80
Engine Driver Trainee	559.00
Filterperson	557.60
Fireman Trainee	576.40
Fermentation Man -	553.80
Packaging Operators	549.20
Bulk Packaging Operator	553.10
Security Officer	545.90
Greaser	547.10
Bulk Packaging Operator	542.00
Recovery Plant Operator	539.80
Brewhouse Complex Operator	539.80
Filtration Complex Operator	539.80
Dispatch Hand/Loadmaker Poly	555.20
All other adults packaging	538.50
Bottle Shop Hand	536.50
Dispatch Hand/Loadmaker	551.80
Traffic Controller	536.50
Other Adult - Road Sweeper	536.90
Quality Control Employee	518.00
Beer Runner	518.20
Gardener	518.00
Main Stores Storeperson	527.50
Barperson	527.60
Other Adults - Cleaners	518.80
Dispatch Hand/Loadmaker	515.40

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Description	Amount \$
1	2(ii)(a)	Leading Hands in charge of not more than 10 people	25.70 per week
2	2(ii)(b)	Leading Hands in charge of more than 10 people	36.50 per week
3	2(ii)(c)	Employees in brewhouse, refrigerated cellars and malthouses	4.70 per week
4	2(ii)(d)	Employees, qualified first-aid attendant	10.70 per week
5	2(ii)(e)	Shiftworkers, as defined - provided employees on 5-day roster of each night shift worked receive additionally	45.30 per week 1.25 per shift
6	2(ii)(f)	Employees on 7-day continuous shift roster	60.80 per week
7	2(ii)(g)	Shiftworker on 12 hour rostered shift	60.80 per week
8	2(ii)(h)	Forklift allowance - battery operated	8.30 per week
9	2(ii)(i)	Uniform allowance	6.80 per week
10	2(ii)(j)	Forklift driver required to use hydraulic grab attachments	13.40 per week
11	3	Service Increments after - 1st year 2nd year 3rd year 4th year 5th year and thereafter	18.10 per week 19.90 per week 22.90 per week 26.00 per week 28.50 per week
12	6(i)	Meal Allowance	5.80
13	6(ii)	Breakfast Allowance	1.34

2. The variation shall apply from the first full pay period to commence on the 12 July 2002 and remain in force for a period of 12 months thereafter.

P. J. SAMS *D.P.*

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(066)

**SERIAL C1554**

**BUILDING INDUSTRY - CONTRACT FLOOR LAYER MINIMUM  
RATE ORDER AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch) , industrial organisation of employees.

(No. IRC 4543 of 2002)

Before The Honourable Justice Walton, Vice-President

14 and 21 August 2002

**VARIATION**

1. Delete clause 2, Rates of Payment, of the award published 30 November 2001 (329 I.G. 1103), and insert in lieu thereof the following:

**2. Rates of Payment****Schedule of Commercial Rates**

Item No	Item	\$
1	Daily Minimum Charge	120.64
2	Hourly Rate	32.64
	Fixing Rates	
3	Vinyl Tiles 20-49m <sup>2</sup>	5.65
4	50-100m <sup>2</sup>	4.51
5	100-249m <sup>2</sup>	3.39
6	250 and over	2.44
	Sheet Vinyl (incl. Welding)	
7	20-49m <sup>2</sup>	6.40
8	50-249m <sup>2</sup>	4.38
9	250 and over	3.91
10	For Safety Vinyl and Corlon	1.41
11	For Safety Vinyl over 3mm	2.15
12	For Linoleum	2.15
	Hardboard Underlay (including supply of staples by contractor)	
13	20-49m <sup>2</sup>	6.03
14	50m <sup>2</sup> and over	4.14
15	Restaple Hardboard m <sup>2</sup>	1.74
	Hardboard Underlay on pineboard	
16	M2 Additional Rate	0.62
17	Decorative Tiles - VT rate + 50%	
18	Decorative Tiles - Boarders and squares - Decorative Tile + 50%	
19	Cork Tile - laying out m <sup>2</sup>	7.59
20	PVC nosing Lin Metre	3.83
21	Aluminium Nosing to Timber per lm	5.18
22	Aluminium Nosing to Concrete per lm	8.80
23	Stair Treads per lm	4.66
24	Stair Risers per lm	4.66
25	Treads and Risers covered per lm	8.28
26	Ripple trims to timber per lm	2.59
27	Ripple trims to concrete per lm	4.66
28	100mm skirting per lm	2.03
29	150mm skirting per lm	2.54
30	100mm flat skirting over carpet or smoothedge - per lm	2.65
31	150mm flat skirting over carpet or smoothedge - per lm	2.97
32	Reducing and capping strip - per lm	2.30
33	Preform cove - per lm	1.76

34	Stringer to walls per lm	4.00
35	Stringer to stairs per lm	10.61
36	Cementuous skim coat 1mm	1.90
37	Smoothing compound (k15/k10) Above two items include priming and sanding	2.30
38	Cement based primer	1.88
39	Two pack primer	0.62
40	Grinding concrete - hourly rate	31.89
41	Acid etch etc - hourly rate	31.89
42	Fill expansion joints - hourly rate	31.89
	Raking and cutting included in rates	
43	Cover sheet vinyl up to 100mm height per lm	4.66
44	Cover sheet vinyl over 100mm height per lm	5.18
45	Rubber tiles m2	8.74
46	Sheet Vinyl to walls (incl. Welding)	11.25
47	Bulletin Board m2	15.03
	Take Ups	
48	Take up loose lay m2	1.44
49	Take up stuck m2	4.43
50	Take up PVA mr	7.30
51	Take up hardboard and coverings including removal of staples m2	4.61
52	Take up stair tread nosing (PVC) - per lm	1.17
53	Take up stair tread nosing (Alum) - per lm	4.43
54	Bar Tops	36.45
	Fares / Travel	
55	Travelling time outside metropolitan area per hour	27.07
56	Accommodation per day	86.52
57	Travelling per km return	0.81
58	Moving Furniture - Hourly Rate	31.89
59	Cancellation Fee	38.60

### Schedule of Domestic Fixing Rates

Item No.	Minimum Charge	\$
60	183cm x 2m vinyls (except inlaid) - 1m	16.32
61	183cm inlaid vinyl (if layer supplies template paper - 1m	20.09
62	274cm vinyl - 1m	22.64
63	366cm x 4m vinyl - 1m	27.04
64	Daytile with border and squares m2	12.19
65	Vinyl tiles m2	9.46
66	Hardboard m2	6.77
67	K10 and Ardit (labour only) m2	2.54
68	PVA (labour only) m2	10.02
69	Additional rate for stairs in addition to rate per metre - per stair	4.47
70	Cove skirting - 1m	4.01
71	Preform fillet - 1m	2.54
72	TAKE UPS: Loose laid material per room	18.82
73	Stuck down including hardboard m2	9.46
74	Direct to subfloor m2	12.56
75	Electrical appliances, removal and replace - per appliance	6.25
76	MINIMUM CHARGES (labour only) PVA:	
77	Laundry	117.87
78	Bathroom	117.87

79	Other areas (of total job etc)	67.35
80	Ardit Z8	67.35
81	Mastick K10	67.35
82	ACCESSORIES, TRIM ETC.	
83	Small - 1m	2.73
84	Large - 1m	2.59
85	To supply adhesive m2	0.87
86	CANCELLATION CHARGE: travel time to & from employers premises to site at hourly rate	--
87	SERVICE CHARGE: If layer has to return to site to carry out rectification not own fault - hourly rate plus the service charge shown	38.60

2. Delete paragraphs (a) and (b) of subclause 4.1, of clause 4, Compensation for Travel Patterns, Mobility Requirements of Contract Floor Layers and the Nature of Engagement in the Construction Work Covered by this Award, and insert in lieu thereof the following:
  - (a) Where a contract floor layer travels daily to a job located outside the counties of Cumberland, Northumberland or Camden or from within any such county or from one such county to another or travels daily outside a 50 kilometre radial area from the nearest post office in the town where the principal contractor's business is established (other than on a construction job) the layer shall be paid travel time of \$32.64 per hour for all time spent travelling outside such counties or radial areas with a minimum payment of 15 minutes each way and in 15 minute lots with the next 15 minute period being paid.
  - (b) In addition to the payments prescribed under paragraph (a) of this clause, 39 cents per kilometre shall also be paid for all travel outside such counties or radial areas prescribed in paragraph (a).
  
3. Delete subclause 5.1 of clause 5, Living Away from Home - Distant Work, and insert in lieu thereof the following:
  - 5.1 A contract floor layer shall be entitled to \$86.52 per day living away allowance when required to perform work on a job at such distance from the layer's usual place of residence that the layer cannot reasonably return to that place at night.
  
4. Insert after subclause 7.2 of clause 7, Adjustment of Rates, the following new subclause:
  - 7.3 The rates of pay in this award include adjustments payable under the State Wage Case 2002. These adjustments may be offset against:
    - any equivalent overaward payments, and/or
    - award wage increases since May 1991 other than safety net, State Wage Case and minimum rates adjustments.
  
5. Delete subclause 10.2 of clause 10, Rectification Work, and insert in lieu thereof the following:
  - 10.2 When it is necessary to return to a job to carry out rectifications that are no fault of the contract floor layer, a service charge of \$38.60 plus the hourly rate as prescribed under clause 2, Rates of Payment, shall be paid.
  
6. Delete subclause 18.2 of clause 18, Formula for Calculating the Hourly Rate, and insert in lieu thereof the following:

18.2 Using the above calculation, the industry rate from the first pay period commencing on or after 15 August 2002 is as follows:

$$(1) \quad \$591.66 + 2, \$212.32 + 3, \$253.21 + 4, \$183.20 = \$1240.39 \text{ divided by } 38 = \$32.64 \text{ ph}$$

7. This variation shall take effect from the beginning of the first pay period to commence on or after 15 August 2002.

M. J. WALTON *J, Vice-President.*

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(861)

**SERIAL C1370**

## **MISCELLANEOUS WORKERS HOME CARE (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 3460 of 2002)

Before Commissioner Neal

5 July 2002

**VARIATION**

1. Delete the first paragraph appearing in clause 5, Wage Rates, of the award published 4 August 2000 (317 I.G. 618), as varied, and insert in lieu thereof the following:

The rates of pay in this award include the adjustments payable under the State Wage Case of 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**

Classification	Former rate per week \$	SWC May 2002 \$	Total Rate per week
Field Staff Grade 1	478.00	18.00	496.00
Field Staff Grade 2	501.00	18.00	519.00
Field Staff Grade 3	537.00	18.00	555.00
Live-in Houseworker Grade 1*	621.50	18.00	639.50
Live-in Houseworker Grade 2*	700.20	18.00	718.20
Live-in Houseworker Grade 3*	827.40	18.00	845.40

\*For part-time and casual rates refer clause 7 (iii) and 8 (ii) of the award. Wage totals for Live-in Houseworker rates include the All Incidents Loading per clause 5 (iv) (d) of the award which is reflected in the total rate. The Live-In Houseworker Grade 3 rate also includes a 3.5% special loading which is also reflected in the wage total.

**Table 2 - Other Wage Rates**

Rate	Field Staff Grade 1 \$	Field Staff Grade 2 \$	Field Staff Grade 3 \$
Part-time minimum daily payment - hourly rate	13.05	13.66	14.61
Casual per hour includes 20% loading	15.66	16.39	17.53
Composite per hour includes 20%	15.66	16.39	17.53
Composite casual per hour includes 20% plus 20%	18.79	19.67	21.04

**Table 3 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	9(ii)	Shift Allowance	5.97 for each break in the shift
2	13(ii)	Sleep Over Allowance	31.36 per night

3	16	Meal Money (overtime)	7.64
4	29(i)(a)	Vehicle Allowance	0.59 per kilometre

3. This variation shall take effect from the beginning of the first full pay period to commence on or after 15 August 2002.

I. R. NEAL, Commissioner.

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(480)

**SERIAL C1516**

## **MISCELLANEOUS GARDENERS, &c. (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 4134 of 2002)

Before The Honourable Justice Boland

5 and 14 August 2002

**VARIATION**

1. Delete paragraph (b) of subclause (i) of clause 10, Wages, of the award published 20 April 2001 (324 I.G. 16), as varied, and insert in lieu thereof the following:
  - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2002. These adjustments may be offset against:
    - (1) any equivalent over award payments; and/or
    - (2) award wage increases since 29 May 1991 other than Safety Net, State Wage Case, and Minimum Rates Adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 - Wages**

Classification	Former Rate Per Week \$	SWC 2002 \$	Total Rate Per Week \$
Introductory Level	413.40	18.00	431.40
Level 1	430.10	18.00	448.10
Level 2	452.60	18.00	470.60
Level 3	473.50	18.00	491.50
Level 4	507.20	18.00	525.20

**Table 2 - Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	11(i)	Leading Hand Allowance	20.92 per week, or 4.18 per day
2	11(ii)	First Aid Certificate	11.39 per week
3	11(ii)	First Aid Certificate	2.28 per day
4	11(iii)	Meal Money	7.01 per meal

3. This variation shall take effect from the first pay period commencing on or after 4 September 2002.

R. P. BOLAND *J.*

(828)

**SERIAL C1384**

**BREAD INDUSTRY (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 3502 of 2002)

Before Commissioner McKenna

21 June 2002

**VARIATION**

1. Delete paragraph (b) of subclause (i) of clause 4, Rates of Pay and Allowances, of the award published 20 October 2000 (319 I.G. 505), as varied, and insert in lieu thereof the following:
  - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2002. These adjustments may be offset against:
    - (1) any equivalent overaward payments; and/or
    - (2) award wage increases since 29 May 1991 other than safety net, State Wage Case increases and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

## PART B

### MONETARY RATES

**Table 1 - Wages**

Classification	Former Rate Per Week \$	SWC 2002 \$	Total Rate Per Week \$
Bread Industry Employee Level 1	587.70	18.00	605.70
Bread Industry Employee Level 2	546.20	18.00	564.20
Bread Industry Employee Level 3	524.50	18.00	542.50
Bread Industry Employee Level 4	490.10	18.00	508.10
Bread Industry Employee Level 5	468.50	18.00	486.50
Bread Industry Employee Level 6	445.60	18.00	463.60

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount Payable \$
1	2(v)(b) 4(vi)(g)(i)	Apprentices' Allowance: Stage 1 pass	5.00 per week
2	2(v)(c) 4(vi)(g)(ii)	Apprentices' Allowance: Completion of Course	14.20 per week
3	4(vi) (a) 1	Leading Operator: More than 4 employees	26.00 per week
4	4(vi) (a) 2	Leading Operator: Up to four employees	13.10 per week
5	4(vi) (b)	Heavy Vehicle Driving Allowance	
5.1	4(vi) (b) 1	Over 3 and up to 4.5 tonnes	3.30 per week
5.2	4(vi) (b) 2	Over 4.5 tonnes and up to 14.95 tonnes	25.90 per week
5.3	4(vi) (b) 3	Over 14.95 tonnes	34.20 per week
5.4	4(vi) (b) 4	Semi Trailer	61.50 per week
6	4(vi)(c)	Merchandiser Allowance:	
6.1		Flat amount	13.35 per day
6.2		Variable amount	27 cents per km
7	4(vi)(d)	First-aid Allowance	11.60 per week
8	4(vi) (e)	Boiler Allowance	11.20 per week
9	4(vi) (f)	Meal Allowance	9.70 per meal

3. This variation shall take effect from the first pay period to commence on or after 9 August 2002.

D. S. McKENNA, Commissioner.

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(489)

**SERIAL C1507**

**MOTOR VEHICLE SALESPERSON (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Applications by The Shop, Distributive and Allied Employees' Association, New South Wales, and another, industrial organisations of employees.

(Nos. IRC 3626 and 3627 of 2002)

Before The Honourable Justice Kavanagh

4 July 2002

**VARIATION**

1. Delete clause 5, Arbitrated Safety Net Adjustment, of the award published 3 November 2000 (319 I.G. 1092), as varied and insert in lieu thereof the following:

**5. Arbitrated Safety Net Adjustment**

The rates of pay in this award include the adjustments payable under the State Wage Case May 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 subclause (c) of clause 7, Supported Wage, and insert in lieu thereof the following:
- (c) Supported Wage Rates - Employees to whom this clause applies shall be paid the appropriate percentage of the minimum rate of pay prescribed by this award for the class of work which the person is performing according to the following schedule:

Assessed Capacity (subclause (d))	% of Prescribed Award Rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(Provided that the minimum amount payable shall be not less than \$57.60 per week).

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

3. Delete Table 1 - Adult Wages, of Part B, Monetary Rates, and insert in lieu thereof the following:

**Table 1 - Wages**

Group	Classification	Total Rate \$
1	Motor Vehicle Salesperson	525.20
2	Probationary Salesperson	491.50

4. Delete Items 1 and 8 of Table 2 - Other Rates and Allowances of Part B, and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
1	3(A)(ii)	Exhibitions (Royal Easter Show, etc.)	15.46 per night
8	13	Sunday Loading: (a) if more than half a day is worked (b) if half a day or less is worked	105.01 52.50

5. Delete Table 3 - Training Wage - Skill Level A, and Table 4 - Training Wage - Skill Level B, and insert in lieu thereof the following:

**Table 3 - Training Wage - Skill Level A**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill level A.

School Leaver	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
	157.00 (50%)* 183.00 (33%)	194.00 (33%) 219.00 (25%)	265.00
plus 1 year out of school	219.00	265.00	309.00
plus 2 years	265.00	309.00	359.00
plus 3 years	309.00	359.00	410.00
plus 4 years	359.00	410.00	
plus 5 years or more	410.00		

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

**Table 4 - Training Wage - Skill Level B**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at skill level B.

School Leaver	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
	157.00 (50%)* 183.00 (33%)	194.00 (33%) 219.00 (25%)	255.00
plus 1 year out of school	219.00	255.00	294.00
plus 2 years	255.00	294.00	345.00
plus 3 years	294.00	345.00	392.00
plus 4 years	345.00	392.00	
plus 5 years or more	392.00		

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

6. This variation shall take effect from the first full pay period commencing on or after 24 August 2002.

T. M. KAVANAGH J.

(565)

**SERIAL C1466**

**PYROTECHNICS, &c. (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 4601 of 2001)

Before Commissioner Patterson

6 August 2001

**VARIATION**

1. Delete subclause (ii) of clause 8, Wages of the award published 25 January 2001 (321 I.G. 1043) as varied, and insert in lieu thereof the following:
  - (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 2001. These adjustments may be offset against:
    - (a) any equivalent overaward payments; and/or

- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

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

## PART B

### MONETARY RATES

**Table 1 - Wages**

Classification	Former Rate per week \$	SWC 2001 \$	New Total Rate per week \$
Pyrotechnician	446.40	13.00	459.40
Mixer - dry powder	416.00	13.00	429.00
Mixer sparkler department	416.00	13.00	429.00
All other employees	400.40	13.00	413.40

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount
1	9(i)	Meal Allowance	6.45
2	9(ii)	Incremental rates 3rd - 4th year	6.65
3	9(ii)	Incremental rates 5th - 9th year	3.50
4	9(ii)	Incremental rates 10th year & thereafter	3.50
5	9(iii)	First-aid allowance	2.60

3. This variation shall take effect from the first full pay period to commence on or after 28 July 2001.

R. J. PATTERSON, Commissioner.

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(565)

**SERIAL C1467**

**PYROTECHNICS, &c. (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 3588 of 2002)

Before The Honourable Justice Kavanagh

3 July 2002

**VARIATION**

1. Delete subclause (ii) of clause 8, Wages of the award published 25 January 2001 (323 I.G. 1043), as varied, and insert in lieu thereof the following:
  - (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 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, of the award and insert in lieu thereof the following:

**PART B**  
**MONETARY RATES**

**Table 1 - Wages**

Classification	Former Rate per week \$	SWC 2002 \$	New Total Rate per week \$
Pyrotechnician	459.40	18.00	477.40
Mixer - dry powder	429.00	18.00	447.00
Mixer sparkler department	429.00	18.00	447.00
All other employees	413.40	18.00	431.40

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	9(i)	Meal Allowance	6.70
2	9(ii)	Incremental rates 3rd - 4th year	6.90
3	9(ii)	Incremental rates 5th - 9th year	3.65
4	9(ii)	Incremental rates 10th year & thereafter	3.65
5	9(iii)	First-aid allowance	2.70

3. This variation shall take effect from the first full pay period to commence on or after 28 July 2002.

T. M. KAVANAGH J.

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(476)

**SERIAL C1511**

**MILK TREATMENT, &c., AND DISTRIBUTION (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3930 of 2002)

Before Commissioner Patterson

30 July 2002

**VARIATION**

1. Delete clause 2, State Wage Case Adjustments, of the award published 30 November 2001 (329 I.G. 1084), as varied, and insert in lieu thereof the following:

**2. State Wage Case Adjustments**

- (i) 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 - Wages**

Classification	Former Rate Per Week \$	SWC 2002 \$	Total Rate Per Week \$
<b>Division A: Production Section</b>			
Production Assistant	451.90	18.00	469.90
Plant Operator Grade 1	461.40	18.00	479.40
Plant Operator Grade 2	474.50	18.00	492.50
Plant Operator Grade 3	493.70	18.00	511.70
<b>Division B: Transport Section</b>			
Milk carter on rounds	490.20	18.00	508.20
Relief milk carter	492.70	18.00	510.70
Relief motor wagon driver	499.90	18.00	517.90
Fork lift driver	490.10	18.00	508.10
Tanker driver - 15,911 litres capacity or more	520.40	18.00	538.40
Tanker driver grader:			
Under 15,911 litres capacity	508.40	18.00	526.40
From 15,911 litres capacity	523.30	18.00	541.30
<b>Drivers of motor wagons having a manufacturer's gross vehicle mass in tonnes:</b>			
Up to 13,948	499.60	18.00	517.60
Over 13,948 and up to 15,468	501.40	18.00	519.40
Over 15,468 and up to 16,919	502.50	18.00	520.50
Over 16,919 and up to 18,371	505.50	18.00	523.50
Over 18,371 and up to 19,731	507.00	18.00	525.00
Over 19,731 and up to 21,092	507.90	18.00	525.90
Over 21,092 and up to 22,453	509.90	18.00	527.90
<b>The minimum rate of wages for milk carters' assistants and boys on carts:</b>			
Under 18 years of age	262.60	9.20	271.80
At 18 and under 19 years of age	322.20	11.30	333.50
At 19 and under 20 years of age	357.00	12.50	369.50
At 20 and under 21 years of age	375.85	13.15	389.00
<b>The minimum rates of wages for an employee washing and filling bottles and all work in connection therewith and a junior laboratory employee:</b>			
Under 18 years of age	272.50	9.55	282.05
At 18 and under 19 years of age	313.90	11.00	324.90
At 19 and under 20 years of age	360.35	12.60	372.95
At 20 and under 21 years of age	403.45	14.10	417.55

**Table 2 - Other Rates And Allowances**

Item No	Clause No.	Brief Description	New Amount Per Week (+3.5% SWC 2002 for work related allowances) \$
1	6(i)	For drivers where the semi-trailer has: a single axle two axles more than two axles	29.40 36.15 42.20
2	6(iv)	Leading Hands: in charge of more than 2 but not more than 10 employees in charge of more than 10 employees	18.00 22.95
3	6(v)	Charge Hands	4.95 per day
4	6(vii)	First-aid allowance	11.45
5	6(viii)	Forklift drivers engaged in the loading and/or unloading of trailers	6.20 per week
6	6(ix)	Any employee in a Production Section classification required to move vendors' vehicles	2.50 per day
7	6(x)	Any employee in a Production Section classification who possesses a TAFE Advanced Certificate or Associate Diploma	15.20
8	6(xi)	Employees of Australian Co-operative Foods Limited working in Cargon Vendor Distribution Depots in cold temperatures between -1 degree C and 7 degrees C	0.42 per hour
9	6(xii)	Employees of Australian Co-operative Foods Limited working their entire shift within a fully enclosed refrigerated warehouse or depot where temperatures are below 5 degrees C	0.42 per hour
10	8(i)	Shift Allowance: (a) morning shift (b) afternoon shift (c) night shift (d) permanent afternoon shift or permanent night shift	8.05 10.55 13.35 2.85 extra
11	11(ii)(b)	Overtime - Meal Allowance	7.65
12	18(iii)	Laundry Allowance	4.90

3. This variation shall take effect from the beginning of the first pay period to commence on or after 24 September 2002.

R. J. PATTERSON, Commissioner.

(163)

**SERIAL C1551****CONFECTIONERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 3981 of 2002)

Before Commissioner Patterson

12 August 2002

**VARIATION**

1. Delete subclause (e) of clause 10, Wages, of the award published 23 November 2001 (329 I.G. 926), as varied, and insert in lieu thereof the following:
  - (e) The rates of pay in this award include the adjustments payable under the State Wage Case 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**

## (i) Adult Employees -

Level	Former Rate Per Week \$	SWC 2002 \$	Total Rate Per Week \$
Level 5	405.10	18.00	423.10
Level 4	417.60	18.00	435.60
Level 3	430.10	18.00	448.10
Level 2	459.30	18.00	477.30
Level 1	476.00	18.00	494.00

## (ii) Juniors -

	Percentage of Confectioner Level 4 Rate (%)
Under 16 Years of age	55
At 16 years of age	65
At 17 years of age	75
At 18 years of age	85
At 19 years of age	Appropriate adult rate

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	12	First-aid allowance	8.80 per week
2	12	Heat allowance In excess of 46 deg C. In excess of 56 deg C.	0.30 per hour 0.37 per hour
3	8	Meal allowance	7.94 per week
4	24	Laundry allowance	2.29 per week

3. This variation shall take effect on and from the 23 August 2002 except for the rate of pay in level 5 which is available on and from 27 August 2002.

R. J. PATTERSON, Commissioner.

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(675)

**SERIAL C1550****TRANSPORT INDUSTRY - RETAIL (STATE) AWARD 1999**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of Australia, New South Wales Branch, industrial organisation of employees and application for leave to appeal by Australian Business Industrial, industrial organisation of employers.

(No. IRC 3282 and 4549 of 2002)

Before The Honourable Justice Wright, President  
The Honourable Justice Walton, Vice-President  
Commissioner Tabbaa

30 August 2002

Commissioner Connor

18 July 2002

**VARIATION**

1. Delete clause 4, Arbitrated Award Safety Nets and Further Claims, of the award published 15 September 2000 (318 I.G. 806), as varied, and insert in lieu thereof the following:

**4. Arbitrated Award Safety Nets and Further Claims**

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

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

**PART B****MONETARY RATES****Table 1 - Wages (Division A - General Rates)**

Classification	Rate per week \$
Transport Worker Grade One	486.40
Transport Worker Grade Two	500.00
Transport Worker Grade Three	509.40
Transport Worker Grade Four	517.60
Transport Worker Grade Five	540.70
Transport Worker Grade Six	546.00
Transport Worker Grade Seven	562.40
Transport Worker Grade Eight	592.90
Transport Worker Grade Nine	517.90

**Table 2 - Allowances**

Item	Clause	Description	Rate \$
1	9	Driving more than one horse	13.90 per horse
2	9	Removal and delivery of furniture, etc.	4.35 per day or part thereof
3	9	Wharves and railway yards	4.35 per day or part thereof

**Table 3 - Wages (Clause 12 - Juniors)**

Item	Clause	Age	Percentage of Transport Worker Grade One or Two
1	12	At 18 years of age	75
	12	At 19 years of age	85
	12	At 20 years of age	90

**Table 4 - Additional Payments and Allowances**

Item No.	Clause No.	Description	Rate \$
1	13(a)	Amount collected per week	
2		More than \$30 but not more than \$150	4.15 per week
3		More than \$150 but not more than \$250	5.90 per week
4		More than \$250 but not more than \$400	8.55 per week
5		More than \$400 but not more than \$600	12.45 per week
6	13(b)(iv)(c)	More than \$600	16.50 per week
6	13(b)(iv)(c)	Travelling and living away expenses	26.40 per day
7	13(b)(v)	Weekend / Holiday Expenses	24.50 per day
8	13(b)(vii)	Camping Out Allowance (Weekly)	56.90 per week
9	13(b)(vii)	Camping Out Allowance (less than 7 days)	8.30 per day
10	13(c)	Garaging or stabling	14.30 per week
11	13(d)	First Aid Officer	1.75 per day
12	15(i)(iii)	Minimum payable during a trial period	52.30 per week
13	17(a)(ii)	General Shops -	

		Casual employees working on a Saturday: Engagements up to and incl. four hours - - Adult Employees - Employees under 21 years of age Engagements exceeding four hours - - Adult Employees - Employees under 21 years of age	5.10 per shift 3.40 per shift 10.45 per shift 5.75 per shift
14	17(a)(ii)	Special and Confection Shops - Casual employees working on a Saturday: - Adult Employees - Employees under 21 years of age	5.10 per shift 3.40 per shift
15	17(c)(ii)	Confection Shops finishing after 10pm.	1.45 per night
16	23(i)	Meal Allowance	7.70 per meal
17	23(ii)	Breakfast Allowance - (Confection Shops Only)	7.70 per meal

**Table 5 - Long Distance Rates**

Rate = 25.30 cents per kilometre

3. This variation shall operate from the first pay period commencing on or after 18 July 2002 except that with respect to members of Australian Business Industrial as at 18 July 2002 the operative date shall be the first pay period commencing on or after 19 December 2002.

F. L. WRIGHT *J, President.*  
M. J. WALTON *J, Vice-President.*  
I. TABBAA, Commissioner.  
P. J. CONNOR, Commissioner.

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(143)

SERIAL C1341

**COACHMAKERS, &c., ROAD AND PERAMBULATOR  
MANUFACTURERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 1974 of 2002)

Before The Honourable Justice Wright, President

22 April 2002

**VARIATION**

1. Delete the definitions "Training Agreement" and "Appropriate State Legislation" of subclause (c), of clause 35, Traineeships, of the award published 27 March 1998 and award review published 21 December 2001 (330 I.G. 629), as varied, and insert in lieu thereof the following:

"Training Agreement" means an agreement made, subject to the terms of this award, between an employer and the trainee for a traineeship and which is registered with DET under the *Apprenticeship and Traineeship Act 2001*.

"Appropriate State Legislation" means the *Apprenticeship and Traineeship Act 2001* or any successor legislation.

2. Delete paragraph (ii) of subclause (e), of the said clause 35 and insert in lieu thereof the following:
  - (ii) An employer shall not terminate the employment of a trainee without first having provided written notice of termination to the trainee concerned and DET in accordance with the Training Agreement or the *Apprenticeship and Traineeship Act 2001*.
3. Delete subparagraph (1) of paragraph (i) of subclause (f) of clause 35 and insert in lieu thereof the following:

Appendix A sets out the rate of pay or level of a Traineeship. Where the actual traineeship is listed in Appendix A the rate of pay or skill level in respect of the traineeship is determinative of the actual rate of pay or skill levels (i.e. skill levels A, B or C) that are contained in the Traineeship. Where a new

traineeship for the purpose of this award is established by the relevant authority, the determination of the appropriate rate of pay or skill level for the purpose of determining the appropriate wage rate is to be based on the following criteria:

- (i) Any agreement of the parties or submissions by the parties
- (ii) The nature of the industry
- (iii) The total training plan
- (iv) Recognition that training can be undertaken in stages
- (v) The exit skill level in the Parent Award contemplated by the traineeship.

A trainee engaged in a traineeship prior to 22 April 2002, who is paid rates of pay or receives conditions that are better than the rates of pay or conditions in this award, shall not be financially or otherwise disadvantaged through the introduction of this clause and shall maintain their existing rate of pay and/prior conditions until the cessation of their traineeship.

4. Delete Appendix A - Skill Levels, and insert in lieu thereof the following:

## **APPENDIX A**

### **Rates of Pay or Industry/Skill Levels**

At the Parent Award Rate of Pay:

Nil.

Industry/Skill Level A

Nil.

Industry/Skill Level B

Nil.

Industry/Skill Level C

Nil.

5. This variation shall take effect from the first pay period on or after 22 April 2002.

F. L. WRIGHT *J, President.*

(1162)

**SERIAL C1365****CONFECTIONERS (STATE) TRAINING WAGE AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 1974 of 2002)

Before The Honourable Justice Wright, President

22 April 2002

**VARIATION**

1. Delete the Arrangement, of the award published 6 September 1996 and award review published 25 January 2002 (330 I.G. 1076), as varied and insert in lieu thereof the following and renumber all clauses throughout the award accordingly:

**Arrangement****PART A**

1. Title
2. Application
3. Objective
4. Definitions
5. Training Conditions
6. Employment Conditions
7. Wages
8. Grievance Procedures
9. Anti-Discrimination
10. Area, Incidence and Duration

**PART B****MONETARY RATES**

Table 1 - Weekly Rates - Industry/Skill Level A

Table 2 - Weekly Rates - Industry/Skill Level B

Table 3 - Weekly Rates - Industry/Skill Level C

## Appendix A - Rates of Pay or Industry Skill Levels

2. Delete the definition of "Traineeship Agreement" appearing in clause 4, Definitions and insert in lieu thereof the following:

*Traineeship Agreement* means an instrument which establishes a Traineeship under the *Industrial and Commercial Act 1989*. (Note: Under the *Apprenticeship and Traineeship Act 2001*, a training agreement is also referred to as an indenture).

3. Delete subclause (d) of clause 6, Employment Conditions and insert in lieu thereof the following:

- (d) A traineeship shall not be terminated before its conclusion, except in accordance with the *Apprenticeship and Traineeship Act 2001*, or mutual agreement.

An employer who chooses not to continue the employment of a trainee upon the completion of the traineeship shall notify, in writing, the Relevant NSW Training Authority of their decision.

4. Delete subclause (f) of clause 7, Wages, and insert in lieu thereof the following:

Appendix A sets out the rate of pay or level of a Traineeship. Where the actual traineeship is listed in Appendix A the rate of pay or skill level in respect of the traineeship is determinative of the actual rate of pay or skill levels (i.e. skill levels A, B or C) that are contained in the Traineeship. Where a new traineeship for the purpose of this award is established by the relevant authority, the determination of the appropriate rate of pay or skill level for the purpose of determining the appropriate wage rate is to be based on the following criteria:

- (i) Any agreement of the parties or submissions by the parties
- (ii) The nature of the industry
- (iii) The total training plan
- (iv) Recognition that training can be undertaken in stages
- (v) The exit skill level in the Parent Award contemplated by the traineeship.

A trainee engaged in a traineeship prior to 22 April 2002, who is paid rates of pay or receives conditions that are better than the rates of pay or conditions in this award, shall not be financially or otherwise disadvantaged through the introduction of this clause and shall maintain their existing rate of pay and/or prior conditions until the cessation of their traineeship.

5. Delete clause 8, Special Arrangements.
6. Delete subparagraph (i) of paragraph (v) of subclause (a), of clause 9, Grievance Procedures and insert in lieu thereof the following:
- (i) If the dispute relates to issues of training, then the matter may be referred to the NSW Commissioner for Vocational Training in accordance with the *Apprenticeship and Traineeship Act 2001*; or

7. Delete the first paragraph of clause 10, Area, Incidence and Duration, and insert in lieu thereof the following:

It is the intention of this award that it shall only apply where there are declared traineeships (as defined) in place, excluding the County of Yancowinna.

8. Insert at the end of Part B, Monetary Rates, the following new Appendix A:

## APPENDIX A

**Rates of Pay or Industry/Skill Levels**

At the Parent Award Rate of Pay:

Industry/Skill Level A  
Food Processing Certificate III

Industry/Skill Level B  
Food Processing Certificate II

Industry/Skill Level C  
Nil

9. This variation shall take effect from the first pay period on or after 22 April 2002.

F. L. WRIGHT *J, President.*

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(1034)

SERIAL C1366

**METAL TRADES (TRAINING WAGE) (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 1974 of 2002)

Before The Honourable Justice Wright, President

23 May 2002

**VARIATION**

1. Delete the definition "Training Agreement", of clause 4, Definitions, of the award published 9 June 1995 and award review published 19 October 2001 (328 I.G. 1045), as varied, and insert in lieu thereof the following:

*Training Agreement* means an instrument which establishes a Traineeship under the *Apprenticeship and Traineeship Act 2001*. (Note: Under the *Apprenticeship and Traineeship Act 2001* a training agreement is also referred to as an indenture).

2. Delete subclause (d) of clause 6, Employment Conditions and insert in lieu thereof the following:

- (d) A traineeship shall not be terminated before its conclusion, except in accordance with the *Apprenticeship and Traineeship Act 2001*, or mutual agreement.

An employer who chooses not to continue the employment of a trainee upon the completion of the traineeship shall notify, in writing, the Relevant NSW Training Authority of their decision.

3. Delete subparagraph (i) of paragraph (v) of subclause (a) of clause 8, Grievance Procedures and insert in lieu thereof the following:

- (i) if the dispute relates to issues of training then the matter may be referred to the NSW Commissioner for Vocational Training in accordance with the *Apprenticeship and Traineeship Act 2001*; or

4. This variation shall take effect from the first pay period on or after 23 May 2002.

F. L. WRIGHT *J, President.*

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SERIAL C1606

**ENTERPRISE AGREEMENTS APPROVED  
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

**EA02/309 - CSR Limited trading as CSR Readymix Sydney Concrete Transport Certified Agreement 2002-2005**

**Made Between:** CSR Limited t/as CSR Readymix -&- Transport Workers' Union of Australia, New South Wales Branch.

**New/Variation:** Replaces EA00/97.

**Approval and Commencement Date:** Approved 13 September 2002 and commenced 15 July 2002.

**Description of Employees:** Applies to the Sydney-based Concrete Transport, in respect to drivers, operating CSR-controlled concrete vehicles, in the occupation of driving covered by the Transport Industry - Mixed Enterprises Interim (State) Award (excepting cement tanker drivers).

**Nominal Term:** 15 July 2005.

**EA02/310 - Shinagawa Thermal Ceramics Unanderra Berkeley Road Enterprise Agreement 2002**

**Made Between:** Shinagawa Thermal Ceramics Pty Ltd -&- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Construction, Forestry, Mining and Energy Union (New South Wales Branch).

**New/Variation:** Replaces EA99/215.

**Approval and Commencement Date:** Approved and commenced 26 August 2002.

**Description of Employees:** Applies to all employees of Shinagawa Thermal Ceramics Pty Ltd who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award.

**Nominal Term:** 24 May 2005.

**EA02/311 - Procter & Gamble Manufacturing Pty Ltd (Rydalmere) Enterprise Agreement 2002/2003**

**Made Between:** Procter and Gamble Manufacturing Pty Ltd -&- Shop, Distributive and Allied Employees' Association, New South Wales.

**New/Variation:** Replaces EA01/178.

**Approval and Commencement Date:** Approved 4 September 2002 and commenced 1 April 2002.

**Description of Employees:** Applies to all employees of Procter & Gamble Manufacturing Pty Ltd working at 320 Victoria Road, Rydalmere, NSW, who fall within the coverage of the Drug Factories (State) Award and Warehouse Employees Drug (State) Award.

**Nominal Term:** 31 March 2004.

**EA02/312 - Cereform Enterprise Agreement (NSW) 2002**

**Made Between:** Cereform -&- National Union of Workers, New South Wales Branch.

**New/Variation:** Replaces EA01/19.

**Approval and Commencement Date:** Approved 4 September 2002 and commenced 22 July 2002.

**Description of Employees:** Applies to all employees of Cereform (a branch of George Weston Foods Limited) employed in or in connection with production at the Company's site at 74-76 Redfern Street, Wetherill Park, NSW, who fall within the coverage of the Starch Manufacturers, &c. (State) Award and the Metal, Engineering and Associated Industries (State) Award.

**Nominal Term:** 21 July 2004.

**EA02/313 - The Austral Brick Company Pty Limited (Transport Employees) Enterprise Agreement 2002**

**Made Between:** Austral Brick Company Pty Limited -&- Transport Workers' Union of Australia, New South Wales Branch.

**New/Variation:** Replaces EA00/19.

**Approval and Commencement Date:** Approved 13 August 2002 and commenced 1 July 2002.

**Description of Employees:** Applies to all employees who fall within the coverage of the Transport Industry - Mixed Enterprises Interim (State) Award at the Horsley Park operations of the Austral Brick Company Pty Limited.

**Nominal Term:** 30 June 2005.

**EA02/314 - The Austral Bricks Production Workers' Agreement 2002**

**Made Between:** Austral Brick Company Pty Limited -&- The Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch.

**New/Variation:** Replaces EA00/123.

**Approval and Commencement Date:** Approved 13 August 2002 and commenced 5 April 2002.

**Description of Employees:** Applies to all production employees of the Austral Brick Company Pty Limited engaged in the manufacture of clay bricks and pavers at Wallgrove Plants 1, 2 & 3 plus Eastwood.

**Nominal Term:** 5 April 2005.

**EA02/315 - Warringah Council, Kimbriki Recycling and Waste Disposal Centre Enterprise Agreement**

**Made Between:** Warringah Council -&- Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division.

**New/Variation:** New.

**Approval and Commencement Date:** Approved and commenced 13 August 2002.

**Description of Employees:** Applies to works coordinators, weighbridge attendants and landfill attendants employed at the Kimbriki Centre by Warringah Council.

**Nominal Term:** 13 August 2005.

**EA02/316 - Shinagawa Thermal Ceramics Electrical Agreement 2002**

**Made Between:** Shinagawa Thermal Ceramics Pty Ltd -&- Electrical Trades Union of Australia, New South Wales Branch.

**New/Variation:** Replaces EA99/289.

**Approval and Commencement Date:** Approved 13 August 2002 and commenced 24 April 2002.

**Description of Employees:** Applies to all employees of Shinagawa Thermal Ceramics Pty Ltd at the Company's Port Kembla and Unanderra sites who are eligible to become members of the Electrical Trades Union of Australia, New South Wales Branch and who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award.

**Nominal Term:** 27 January 2005.

**EA02/317 - Wolper Jewish Hospital Nurses' Enterprise Agreement**

**Made Between:** Wolper Jewish Hospital -&- New South Wales Nurses' Association.

**New/Variation:** New.

**Approval and Commencement Date:** Approved and commenced 25 September 2002.

**Description of Employees:** Applies to all nursing staff employed by Wolper Jewish Hospital who fall within the coverage of the Private Hospital Industry Nurses' (State) Award.

**Nominal Term:** 25 September 2003.

**EA02/318 - Marrickville Legal Centre Enterprise Agreement**

**Made Between:** Marrickville Legal Centre -&- Australian Services Union of N.S.W..

**New/Variation:** Replaces EA00/171.

**Approval and Commencement Date:** Approved and commenced 27 September 2002.

**Description of Employees:** Applies to all employees of Marrickville Legal Centre who fall within the coverage of the Social and Community Services Employees (State) Award.

**Nominal Term:** 27 September 2004.

**EA02/319 - Yennora Distribution Centre Security Officers Agreement 2002**

**Made Between:** Woolworths Limited -&- Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch.

**New/Variation:** Replaces EA99/227.

**Approval and Commencement Date:** Approved and commenced 14 October 2002.

**Description of Employees:** Applies to all Security Officers employed at Woolworths Limited's Yennora Distribution Centre.

**Nominal Term:** 1 December 2004.

**EA02/320 - Arthur Yates and Co Limited Clerical and Administrative Enterprise Agreement 2002**

**Made Between:** Arthur Yates & Co Limited -&- John Archer, RJ Beattie, Karen Bradley, Mary Buckley, Michelle Bulger, K Camilleri, D Cini, Vanessa Conlon, J Crane, Belinda Darmanin, Ann Delaney, w Durose, Kelly Fogarty, M Gangas, Joanne Gill, MC Gordon, Jean Hallam, Roslyn Hallam, N Jacobsen, Pauline Jarman, N Johnson, Arezu Jolan, Kathleen Kofler, KM Lewis, I Lillyman, AM MacDonald, Marie MacDougall, Megan Malek-Regan, Alexis Marton, K Meekin, Christine Miller, K Moran, Melissa Nicholson, P Nisha, Barry O'Brien, N Ojeda, Sharon Oxley, Klara Randell, S Sharpe, G Sherwood, Karen Smith, Julie Stanley, Karen Stewart, Lesley Stromborg, JE Taylor, Colleen Terranova, A Walden, Wyn Williams, L Winkworth, Kamila Wroblewski.

**New/Variation:** Replaces EA00/258.

**Approval and Commencement Date:** Approved 6 September 2002 and commenced 1 March 2002.

**Description of Employees:** Applies to all persons employed by Arthur Yates and Co Limited who fall within the coverage of the Clerical and Administrative Employees (State) Award.

**Nominal Term:** 1 March 2004.

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## INDUSTRIAL GAZETTE

### VOLUME 336

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#### Key to Abbreviations Used:

<i>(ACC)</i>	—	<i>Award of Conciliation Commissioner/Committee.</i>
<i>(AIC)</i>	—	<i>Award of Industrial Commission.</i>
<i>(AIRC)</i>	—	<i>Award of Industrial Relations Commission.</i>
<i>(AR)</i>	—	<i>Award Reprint (Consolidation).</i>
<i>(ART)</i>	—	<i>Award of Retail Trade Industrial Tribunal.</i>
<i>(CD)</i>	—	<i>Contract Determination.</i>
<i>(ERR)</i>	—	<i>Erratum.</i>
<i>(OCC)</i>	—	<i>Order of Conciliation Commissioner.</i>
<i>(OIC)</i>	—	<i>Order of Industrial Commission.</i>
<i>(OIRC)</i>	—	<i>Order of Industrial Relations Commission.</i>
<i>(OIR)</i>	—	<i>Order of Industrial Registrar.</i>
<i>(RIRC)</i>	—	<i>Reviewed Award.</i>
<i>(RVIRC)</i>	—	<i>Variation - Reviewed Award.</i>
<i>(VCC)</i>	—	<i>Variation by Conciliation Commissioner/Committee.</i>
<i>(VCD)</i>	—	<i>Variation of Contract Determination.</i>
<i>(VIC)</i>	—	<i>Variation by Industrial Commission.</i>
<i>(VIR)</i>	—	<i>Variation by Industrial Registrar.</i>
<i>(VIRC)</i>	—	<i>Variation by Industrial Relations Commission.</i>
<i>(VRT)</i>	—	<i>Variation by Retail Trade Industrial Tribunal.</i>
<i>(VSW)</i>	—	<i>Variation following State Wage Case.</i>

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