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(1216)

SERIAL C1319

**ARMAGUARD, NSW ROAD CREW ENTERPRISE AWARD 2002-2005**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Mayne Group Limited trading as Mayne Logistics

(Nos. IRC 1802 and 2186 of 2002)

Before Commissioner Connor

15 May 2002

**AWARD**

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## Annexure 3 - Code of Conduct

**1. Parties to the Enterprise Award**

- (a) This Enterprise Award is made pursuant to the provision of Division 1 - Awards Generally of Part 1 - Awards of Chapter 2 Employment, of the *Industrial Relations Act* 1996. The Enterprise Award shall commence from the beginning of the first pay period to commence on or after 15 May 2002 and shall be binding on Mayne Group Limited, trading as Armaguard NSW, ABN 56 004 073 410 (the Company) at the branches listed below, the Transport Workers' Union of Australia, New South Wales Branch (the Union) and the employees of the company employed at the named branches in the classification of Road Crew / Guards and associated employees covered by the Transport Industry - Armoured Cars, &c. (State) Award ('the Parent Award').
- (b) The following branches are covered by this Enterprise Award (Provided that other branches which may be operated from time to time by the Company will also be covered):

## Metropolitan Branches

Gosford, Artarmon, Wollongong, Rosebery, ATM Section, Kingsgrove, Newcastle, Smithfield, Redfern, Penrith, Bankstown.

## Country Branches (subject also to Annexure 1)

Grafton, Port Macquarie, Tamworth, Orange, Wagga Wagga, Bateman's Bay.

**2. Title of Enterprise Award**

This Enterprise Award shall be known as the Armaguard, NSW Road Crew Enterprise Award 2002 - 2005.

**3. Duress**

The parties to this Enterprise Award state that this Enterprise Award was not entered into under any duress from any party.

**4. Employment Conditions**

- (a) The General terms and conditions of the Transport Industry - Armoured Cars, &c. (State) Award (Parent Award), excepting where specific conditions are contained in this Enterprise Award, shall apply to all employees party to this Enterprise Award. This Award will prevail to the extent of any inconsistency between it and the Transport Industry - Armoured Cars &c. (State) Award. Where this Award is silent on any matter then the prevailing provisions of the parent award shall apply.
- (b) In the event of the need for changes to equipment, technology or work practices the Company will liaise with the Union at the earliest practical time and allow for full consultation and negotiation of any such change. Employees and the Union agree to co-operate with the implementation of such technology.

Existing employees as at the date of the making of this Award may nominate to be paid by Electronic Funds Transfer. Employees employed after the date of the making of this Award will be paid by Electronic Funds Transfer.

**5. Grievance and Dispute Procedures**

- (a) It is agreed that the provision of uninterrupted quality service to clients is of paramount importance to the long-term benefit of both the company and employees.
- (b) In the event of a question, grievance, dispute or other difficulty arising, the following actions are to be taken, in turn, until the matter is resolved. The time listed beside each step, is a guide to the maximum time, which should normally apply to each step, before escalation to the next level. For serious and pressing safety issues, the time may be shorter. For less pressing or complex issues, the time allocated

to each step may be longer. Should a solution to the difficulty not be readily agreed, consultation is to occur on each occasion, with regard to timing of escalation to the next level.

- (i) The matter shall first be discussed between the relevant employee and the supervisor. In some cases, (a general rather than individual question) it may be appropriate for the delegate to be involved at this stage. (2 days)
  - (ii) The employee's delegate shall consult with the branch manager on the matter. (2 days)
  - (iii) Appropriate senior management personnel shall be briefed and shall seek to resolve the matter. (2 days)
  - (iv) The delegate shall brief his/her Union organiser. Discussions will then take place, involving some or all of the following, as appropriate:
    - (a) Delegate
    - (b) One or two other employee representatives
    - (c) Branch Management
    - (d) Senior Management
    - (e) Union officials. (2 days)
  - (v) Any matter which cannot be resolved, may be referred by either party to the Industrial Relations Commission of New South Wales. Any decision by the Commission shall be accepted by the parties as final, subject to any appeal process which may be instituted by either party.
- (c) It is expected that the majority of questions and grievances will be resolved at branch level, with appropriate action under steps (i) and (ii) of sub-clause b.
  - (d) The commitment of all parties to this procedure, should result in the satisfactory resolution of all difficulties without the need for Industrial action, with threatens our ability to service our customers.
  - (e) Pending the resolution of any matter in accordance with this Disputes Settlement Procedure, work shall continue without disruption. The circumstances which applied immediately prior to the dispute arising, shall, as far as practically possible, apply until final resolution of the matter.

**6. Wage Rates and Classification**

Classification	Wage On Ratification \$	Wage at 1 <sup>st</sup> Anniversary \$	Wage at 2 <sup>nd</sup> Anniversary \$	Wage at 3 <sup>rd</sup> Anniversary \$	Application	Pre-Requisites
<b>CASUAL</b>						
Trainee - Armoured and Non-Armoured (12 months)	16.07	16.71	17.55	17.55	12 months minimum.	<ul style="list-style-type: none"> <li>* Successfully complete selection requirements.</li> <li>* 1AB Security Licence.</li> <li>* Road Crew Induction, Training &amp; Assessment.</li> <li>* Firearms Accreditation.</li> <li>* Class 1 Drivers Licence (motor vehicle).</li> <li>* Ideally Class 3 Drivers Licence (within 3 months).</li> </ul>
Roadcrew - Armoured and Non-Armoured	18.82	19.57	20.55	20.55	<ul style="list-style-type: none"> <li>a. All ex-trainees.</li> <li>b. Other armoured vehicle duties, e.g. courier, yard person, guard etc.</li> <li>c. Third Man.</li> <li>d. Armoured vehicle driver/passport.</li> <li>e. Custodian of keys, documents, etc.</li> <li>f. ATM cash replenishment, Settlement or Malfunction</li> </ul>	<ul style="list-style-type: none"> <li>* Successfully complete all probationary requirements.</li> <li>* Roadcrew Training Course and Firearms Re-accreditation.</li> <li>* Class 3 Drivers Licence.</li> <li>* ATM Operator Course (appropriate current modules).</li> <li>* On-the-job training and assessment of ATM Operators.</li> </ul>
<b>PERMANENT</b>						
Grade 1	15.51	16.13	19.94	16.94	<ul style="list-style-type: none"> <li>a. 3 months minimum service as a casual.</li> <li>b. courier, yard person, guard, etc.</li> <li>c. Third Man.</li> <li>d. Armoured vehicle driver/passport.</li> <li>e. Custodian of keys, documents etc.</li> </ul>	<ul style="list-style-type: none"> <li>* Successful completion of all probationary requirements as demonstrated in a formal Assessment.</li> <li>* Roadcrew Training Course and Firearms Re-accreditation.</li> <li>* Class 3 Drivers Licence.</li> </ul>
Grade 2	18.76	19.51	20.49	20.49	3 months as grade 1	<ul style="list-style-type: none"> <li>* Successfully complete all relevant Grade 1 requirements including firearms Accreditation.</li> <li>* Non-armoured whilst performing Armoured duties and holds Class 3 Licence.</li> </ul>
Grade 3	19.88	19.64	20.62	20.62	Higher duties for ATMs, Despatch, Yard Trainers (max 2 trainers per yard), etc with appropriate training.	<ul style="list-style-type: none"> <li>* Successfully complete all earlier prerequisites</li> </ul>

Shift Work Classification NTM Section	Wage On Ratification \$	Wage at 1 <sup>st</sup> Anniversary \$	Wage at 2 <sup>nd</sup> Anniversary \$	Wage at 3 <sup>rd</sup> Anniversary \$	Application	Pre-Requisites
Permanent ATM Response Operator	19.97 21.69	20.66 22.55	23.67	23.67	Responsible for training of employees & assisting in procedure development.	* Successfully complete all requirements associated with Clause - 6 Wage Rates and Classifications. * Arma guard tra in the Trainer Course.

Permanent Non-Armoured And Payphone Collectors	Wage On Ratification \$	Wage at 1 <sup>st</sup> Anniversary \$	Wage at 2 <sup>nd</sup> Anniversary \$	Wage at 3 <sup>rd</sup> Anniversary \$	Application	Pre-Requisites
Non-Armoured Guard	15.51	17.16	18.82	20.49	a. 3 months minimum service as a casual. b. Non-armoured vehicle duties, e.g. Overt and covert. c. Custodian.	* Successful completion of all probationary requirements as demonstrated in a formal assessment. * Roadcrew Training Course and Firearms Re-accreditation * Class 3 drivers Licence * Permanent non-armoured guard/covert (exclude Class 3 Licence)
Payphone Collector	15.51	17.16	18.82	20.49	New employees	* Successful completion of all probationary requirements as demonstrated in a formal assessment. * Roadcrew Training Course and Firearms Re-accreditation * Class 3 drivers Licence * Permanent non-armoured guard/covert (exclude Class 3 Licence)

The aforementioned hourly wage rates for classifications, shall apply from beginning of the first pay period to commence on or after 15 May 2002.

- (a) These wage rates are inclusive of all allowances, with the exception of those provided for separately in this Enterprise Award. The rates are fixed for the term of the Enterprise Award and shall not be adjusted, save for a specific order on the Company by the Industrial Relations Commission of New South Wales. The weekly wage is calculated on a thirty-eight (38) hour week.
- (b) Employees (except trainees) engaged in duties covered by Casual Roadcrew and Grades 2 and 3, shall be paid at the rate appropriate to duties rostered each day. Where mixed duties occur, the rate applicable to the duties required for the longest period of the shift shall apply.
- (c) A daily allowance of \$3.20 per rostered shift will be paid for First Line Response (FLR) dedicated metropolitan branch crew, excluding NTM section employees.
- (d) Twelve (12) months from registration, a 4% wage increase will be paid. Providing a minimum of thirty percent (30%) of three person armoured jobs, are converted to two person both exiting the vehicle and with best endeavours to achieve forty-five percent (45%).

In determining job numbers for this purpose, NTM; one in one out and non-armoured jobs are not to be counted.

- (e) Twenty-four (24) months from registration, a 5% wage increase will be paid. Providing a minimum of sixty percent (60%) of three person armoured jobs, are converted to two person with both exiting the vehicle and with best endeavours to achieve seventy-five percent (75%).

In determining job numbers for this purpose, NTM; one in one out and non-armoured jobs are not to be counted.

- (f) The manner in which to determine the percentages to trigger the pay increases shall be:

If the sum total of all jobs in the Armaguard business is taken as 100% of all jobs then the percentage of jobs required to trigger the wage increases is; 100% minus the percentage of jobs in the NTM, Non-Armoured or one person out of an armoured vehicle. eg; 100% (being all jobs)

17% (being all jobs in the NTM, Non-Armoured or one person out)  
= 83% (this would be the figure of which thirty percent and sixty percent of jobs required to trigger the anniversary increases would be calculated. i.e. 30% and 60% of 83%)

As a monitoring mechanism for the percentages of two out jobs a committee will be established and meet on a three monthly basis.

- (g) If there are insufficient number of two person designed vehicles available to perform the number of two person crew jobs as specified in (d) and (e) then the appropriate wage increase will be paid.

In the event that legislative or judicial variations prohibit the introduction or ongoing use of two person vehicles Mayne Logistics Armaguard will provide the following increases in lieu of the prescribed increases as set out above in Clause 6 - Wages.

3% 1st Anniversary  
3% 2nd Anniversary

- (h) A daily allowance of \$10.85 will be paid to NTM employees engaged in work which is classified as "second line maintenance" work and who are contracted to Mayne Logistics Armaguard via either a second line provider or a Mayne Logistics Armaguard customer.

## 7. Hours

- (a) The ordinary hours of work shall be limited to eight hours on any one (1) day, Monday to Friday inclusive, between the hours of 5am and 10pm except for employees who were employed prior to the 11th November 1999, whose spread of hours shall be 5am - 8pm and who can volunteer to work between 8pm to 10pm, overriding limitations of Clause 7(b) in this regard. If not enough volunteers, the Company can recruit new employees who will work within this spread of hours.

In the event of the Company securing the contract for the Royal Easter Show, these above provisions will also function including Saturday and Sunday during this event overriding the limitations in Clause 7 (b).

- (b) Permanent Employees - Starting times for permanent employees employed as at the 11th November 1999 may be at any time between 5am and 11.30am, provided that for pre-October 1994 permanent employees the latest starting time shall be 10am. The maximum variation in starting times for such individual employees for a week shall be two (2) hours. Permanent employees appointed after the 11th November 1999 may be rostered to commence work as requested within spread of hours.
- (c) Permanent Part - Time Employees - Permanent part time employees shall be employed under the terms of the Award, (as amended by this Enterprise Award) except that start times shall be variable within the spread of hours provided that for employees appointed to permanent positions prior to 16th December 1987, who revert to part-time status, the minimum hours shall be twenty-four (24) over three (3) days. Pre-October 1994 employees reverting to part time work, are guaranteed a minimum hours spread over three (3) days, with a minimum of six (6) hours per start. Post October 1994 employees are guaranteed a minimum of twenty (20) hours over not less than three (3) days, with a minimum of four (4) hours per start.
- (d) Casual Employees - Irrespective of hours worked, casual employees shall be paid for minimum hours for each start as follows:- six (6) hours for employees employed prior to October 1994 and four (4) hours for subsequent employees. Shifts of less than six (6) hours duration shall only be rostered where there are clear efficiencies available through doing so.

Any difficulty in the application of this clause will be subject to the Grievance and Dispute Procedure.

## 8. Overtime

Overtime rates under this Enterprise Award will be:

- (a) Monday to Friday
- (i) Within spread of hours
- first two (2) hours / ordinary time. This will change to first hour / ordinary time three (3) months after signing of this Award.
- subsequent hours / time and one half.
- (ii) Outside spread of hours
- all hours / time and one half.
- (b) Saturday
- (i) Within spread of hours - 5am to 8pm
- First eight (8) hours / ordinary time
- all subsequent hours / time and one half
- (ii) Outside spread of hours
- all hours / time and one half

(c) Sunday and Public Holidays

- (i) Within spread of hours - 5am to 8pm  
first eight (8) hours / time and one quarter  
all subsequent hours / time and one half
- (ii) Outside spread of hours  
all hours / time and one half.
- (iii) Christmas Day / Good Friday  
all hours double time.

(d) Limitation of Overtime

- (i) An employee who is required to work for any period amounting to twelve (12) hours or more from the time of commencing work, shall be granted a respite and shall be entitled to absent himself/herself from work until he/she has had eight (8) consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence.

In the cases of emergency as herein defined, the said twelve hours referred to in subclause (i) of this clause, may be exceeded by not more than one hour. Emergency in this subclause shall mean periods in which excess cash or bullion, which has been delayed by circumstances beyond the control of the employer, needs to be transported within a limited period of time and where extra labour is not available to carry out the necessary work.

### 9. Carry Limits

Non-Armoured Operations will be in Accordance with Company insurance requirements and the Cash Transportation (Non-Armoured Vehicles) Interim Award or any variation of cash limits as varied by this award.

### 10. Flexible Crewing

All current jobs at the commencement of this agreement will be two person jobs with the two people working out of the two person designed vehicle unless a Security Site Survey specifies differently.

Two person out jobs shall be defined as two person out of a two person vehicle, or two persons out of a two person vehicle with an escort, or two persons out of a two person vehicle with any other crewing level that a site assessment may determine is applicable for that job.

Two persons out of a two person vehicle shall only be carried out where the technology required to safely operate two persons out is working. The company agrees to notify the employees immediately if such technology fails.

All depots will have the opportunity to work two crew operations with both crew exiting the vehicle.

Any issues about the classification of jobs are to be referred to the branch classification committee for resolution.

The role of the branch classification committee will be to meet when a road crew member believes that a site is not suitable for two person out operations.

Such issues will follow the course of action detailed below for resolution:

Escalation of disputed site occurs via Table "A":

Table "A"

Dispute referred to:	Time limit
The Branch Manager	1 Day
The Classification Committee Branch	2 Days
The Regional Manager	2 Days
The IRC via the Grievance and Dispute Procedure (Clause 5)	

Should Management not investigate the disputed site within the five (5) day time limit then the job will revert to being a three-person crew job.

NOTE: The IRC and disputes process is outside the Company's control and the time limit does not include the time involving the IRC.

For the purposes of providing for consultation on the implementation of two person crew work a Consultation Committee will be established at each branch.

In the first instances the site assessment will determine the manner in which work will be performed. Branch staff will have access to review the existing Security Site Surveys.

All sites being serviced by a three person crew at the date of this Award will be considered eligible for being performed by a two person crew. All sites being serviced by a three person crew and a support person at the date of this Agreement will be considered eligible for being performed by a two person crew and a support person.

The Branch Consultative Committee shall comprise of two management representatives and two road crew representatives.

As two person runs are established, details of the proposed run will be provided to members of the consultative committee seven (7) days prior to the first day the run is to operate. Any concerns over the application of two person crewing at an identified site are to be handled in accordance with this clause'.

Meetings of the Consultative Committee shall be convened as required.

Where a disagreement occurs about a site assessment then the matter will be discussed with the person who did the site assessment. Should the matter not be resolved then it will be dealt with in accordance with Table "A" or if necessary subsequently in accordance with the Grievance and Dispute Procedure.

Existing employees are to give one (1) months notice, in writing to withdraw from the two crew out operations. The withdrawal of voluntary status will not be used as an industrial tool nor will it be withdrawn en masse by employees.

Rostering of two crew vehicle, with both exiting the vehicle, is to be on a voluntary basis for existing employees (as at the 8th April 2002).

Rostering for two crew operations for new employees will be non-voluntary.

Roadcrew employees working on two person crew operations will be paid an allowance of \$2.03 per hour. This allowance will also be applicable to country employees working on specialised two person crew vehicles provided that the existing arrangement for country two person crews of one in and one out continue with existing vehicles.

One (1) 'Benefon' GPS mobile phone and one (1) portable hand held radio with duress will be made available, per two person crew vehicle with both crew exiting the vehicle. This is to be reviewed in 6 months time. The Company requires that both systems must be activated to gain the required response. More detail will be contained in the training program and manual.

The country operations will be treated in the same way as the metropolitan region; i.e. when three crew jobs are converted to two crew jobs with both crew exiting the vehicle the appropriate style of vehicle will be deployed.

A two crew vehicle with both exiting the vehicle will be introduced to Orange within three months of commencement of the Award and to Grafton and Port Macquarie within six months.

Management's intention is to convert current three crew jobs to two crew out jobs to facilitate the introduction of the above vehicles.

### **11. Meal Breaks**

A mealbreak of thirty (30) minutes shall be taken by the employee between the hours of 11.00am and 2.30pm provided that employees shall not work more than six (6) hours without a meal break.

In the event of Clause 7 (a) being utilised, by mutual agreement the meal break shall be taken at an agreed time.

### **12. Lunch on Car Allowance & Lunch Break Allowance**

A Lunch On Car Allowance of \$12.00 shall be paid for Armoured Vehicle Operators, as follows:

- (a) Pre-October 1994 full-time permanent employees on each day worked, Monday to Friday.
- (b) All post-October 1994 full-time permanent employees plus all part-time and casual employees, on each occasion the employee is required to remain in the vehicle for the lunch break.
- (c) The 15 minute Lunch Break Allowance provided for in Judge Peterson's finding of 23 September 1992 for Wollongong Branch employees, shall not be payable provided that any pre October 1994 permanent employee shall continue to receive the allowance at the rate of \$14.57 per week while employed at the Wollongong Branch, unless agreement is reached by the parties to cease this arrangement.

### **13. Rostered Days Off**

Each permanent full time employee shall receive an RDO after working a forty (40) hour week with two (2) hours per full work week accumulating to provide one RDO each four (4) weeks. Employees will receive pay for a thirty-eight (38) hour week at the hourly rate prescribed by Clause 6.

Employees may redeem for cash accrued Rostered Days Off twice annually in June and December. The maximum redemption will be five (5) days at any occasion.

### **14. Shift Work**

Should shiftwork be required during the life of this Enterprise Award, negotiations will be conducted on the conditions to apply, leading to submission for registration of a Variation to this Enterprise Award.

### **15. Recall**

A recall can only occur after at least sixty (60) minutes has lapsed after such employee has ceased normal work. An employee recalled for work shall be paid for a minimum of hours, as follows.

- (a) Monday to Friday - three (3) hours at the appropriate rate of pay prescribed at Clause 8.
- (b) Saturday, Sunday and Public Holidays - four (4) hours at the appropriate rate of pay prescribed at Clause 8.

### **16. Rostering - Metropolitan**

- (a) Changes to runs, which result from efficiencies sought through this Enterprise Award, shall be implemented in consultation with at least the delegate and/or co-delegate or other nominated employee in each yard.

- (b) Rostering of employees to duties shall be a management responsibility, however, the delegate or co-delegate shall be consulted when roster changes are required or contemplated.
- (c) Rosters shall be displayed on the Road Crew notice board with a minimum of seven (7) days' notice for each shift.
- (d) Week-End Rosters
  - (i) Weekend work is to be made available to employees on a rotational basis between branches.
  - (ii) The branch sequence for this rotation shall be; Smithfield, Artarmon, Rosebery, Kingsgrove, Penrith, Newcastle, Wollongong, Gosford, Bankstown.
  - (iii) Employees from all branches shall indicate their availability for week-end work by placing their name on a list on the Road Crew notice board by mid-day each Monday for work on the following week-end.
  - (iv) This list shall permit indication of availability by day.
  - (v) Commencing with the "duty branch" employees shall be allocated to available work. Should there be insufficient employees from that branch to fill available positions, remaining positions shall be filled from the next branch on the rotation list and so on until all positions are filled.
  - (vi) The branch from which the final position was filled shall become the first branch on the rotation the following week. Employees from this branch shall only be offered weekend work on this following weekend if:
    - they were available for weekend work the previous week; and
    - they did not work on the previous weekend, provided that where an employee did not work on the previous weekend due to annual leave, they shall not be penalised under this provision.
  - (vii) Any employee who is absent on sick leave on a Friday shall be ineligible for work on the weekend immediately following, even if rostered for such work.
  - (viii) An employee who is offered weekend work at short notice, but refuses such work shall not suffer any penalty.

**17. Uniforms**

- (a) The following uniform items are to be provided by the Company to armoured vehicle personnel.

Shirts	Trousers	Jacket	Jumper	Trouser Belt
Belt Clips	Shorts	Ties	Socks	Gun Belt

Rain Coats (where required)  
 Hats (if worn by individual employees)

- (b) Uniforms are to be maintained and worn in a neat professional manner as specified in the Armaguard NSW Employee Code of Conduct and the Armaguard Uniform Regulations, a copy of which is attached as Annexure 2 to this Enterprise Award.
- (c) Non-Armoured employees will be paid a clothing allowance of \$5.75 per week in respect to the laundering and maintenance of personal clothing.

**18. Transfer & Appointment of Employees Between Metropolitan Branches**

- (a)

- (i) When a permanent vacancy exists in a metropolitan branch, applications will first be called from permanent and permanent part time employees with the relevant experience, from other metropolitan branches.
  - (ii) Permanent employees with less than twelve (12) months service, at the closing date for the vacancy in their current branch, are not eligible to apply for transfer.
  - (iii) From the suitable applicants, transfers will be approved on the basis of merit, taking into account years of service and experience.
  - (iv) Resulting vacancies will be offered in the same manner until all positions have been filled.
  - (v) If no permanent staff apply to transfer to a vacant permanent position, casuals who have applied for the position will then be considered. These vacancies will then be filled following the procedure detailed in Clause 19 (c) and (d).
- (b) Because of the chain reaction created by this transfer method, temporary transfers will sometimes be necessary at short notice to meet operational requirements while the transfer system takes its course. The Company will have the right to temporarily change the place of work of an employee for up to four (4) weeks while the agreed transfer procedure is in operation.
  - (c) For the appointment of casual employees to permanent vacancies, each Branch will have a consultative panel consisting of at least a Branch Manager and a Branch Delegate. The consultative panel will assess suitability of applicants for permanent appointments to the Branch.
  - (d) Positions available for new permanent and part-time employees shall be advertised internally in Armaguard and at the discretion of the Company, may also be advertised externally. Where an internal and external applicant are of equal standing, the internal applicant will be selected. Such appointment will result from assessment by the consultative panel.
  - (e) During a three (3) months probationary period, the consultative panel will assess the suitability of the casual employee for current and ongoing employment. This three (3) month probationary period may be extended by a further three (3) months by the consultative panel, in extenuating circumstances.

### **19. Training**

Training will be provided to employees as required to develop and enhance skills and competencies. Annual refresher training will also be provided to all employees covering key aspects of their duties, including security, weapon training and general development.

Training can apply on a Sunday at ordinary time for up to seven (7) hours, no more than four (4) times per annum.

### **20. Pay Day**

Employees shall be paid each week on the designated pay day, or at the termination of their casual employment.

### **21. Branch Crewing Levels**

- (a) Permanent and part-time crewing in each branch will be governed by the regular requirements of the lightest day.
- (b) The following positions are to be taken into account when determining permanent and part-time crew levels:
  - (i) Armoured vehicle crews.
  - (ii) Despatch Hand.

- (iii) Couriers (where required).
- (c) The number of part-time employees who form part of the minimum manning shall be determined through consultation on a branch by branch basis.

## 22. Employee Meetings

- (a) Paid time will be provided for employee requested Branch meetings on the following basis:
  - (i) Maximum of four (4) meetings per year.
  - (ii) Maximum duration of paid time to be forty (40) minutes per meeting.
  - (iii) Consultation is to occur between delegate and branch manager to determine a suitable meeting time.
- (b) Seven days notice is to be given to the company of any employee or delegates meeting for meetings to be held in paid time.

## 23. Sick Leave

Sick leave shall be as per the Award except where overridden by Section 26 Minimum Sick Leave Entitlements of Division 2 - Particular Conditions of Employment in Awards of Part 1 - Awards of Chapter 2 - Employment of the *Industrial Relations Act 1996*.

## 24. SRA / Coin Vending Collections and Payphone Collections

The parties will commit to the implementation of SRA / Vending Collection Services and payphone collections using one, two or three person crews, as deemed by the Company in consultation with the Union. In the case of two person crews, both persons will exit the vehicle.

Examples of work include SRA, Changemaster, Wills and Coca-Cola.

A committee of management and delegates will be formed to review safety, vehicle technology, vehicle immobilisation and carry limits (as per insurance coverage).

## 25. Licences

Casual employees engaged after 11 November 1999, will be required to pay their own licence renewals. However, when an employee is appointed a permanent, the Company will pay the cost of future renewal of licences.

## 26. Discipline and Conduct

- (a) It is agreed that all employees shall be subject to the Armaguard NSW Employee Code of Conduct, which shall be issued to all employees (Annexure 3).
- (b) Any dispute over the application of this clause shall be dealt with in accordance with Clause 5 - Grievance and Dispute Procedure.

## 27. Confidentiality

- (a) All information provided to or otherwise obtained by employees regarding Armaguard operations, procedures, or any other matter is confidential and is not to be disclosed to any other person without the consent of the Company.
- (b) Similarly any information obtained about Armaguard clients, current or past, is to be regarded as confidential.

### 28. Duration

The duration of this Enterprise Award will be three (3) years from the date of commencement of the Award, with the provision to commence new negotiations no later than nine (9) months prior to the end of its term. In the event a new Enterprise Award has not been finalised, the terms of the Enterprise Award will remain in effect until a new agreement is finalised.

### 29. Declaration

- (a) This Enterprise Award has been negotiated through extensive consultation between management, employees and the Union. The content of the Enterprise Award has been canvassed widely with affected employees. All parties are entering into this Enterprise Award with full knowledge of the content and effect of the document.
- (b) The parties declare that this Enterprise Award:
  - (a) Is not contrary to the public interest;
  - (b) Is not unfair, harsh or unconscionable
  - (c) Reflects the interests and desires of the parties

### 30. Anti-Discrimination

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

### 31. Personal/Carer's Leave

#### (a) Use of Sick Leave

(i) An employee other than a casual employee, with responsibilities in relation to a class of person set out in (iii)(B) who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for at Clause 24 - Sick Leave for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

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

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

(A) the employee being responsible for the care and support of the person concerned: and

(B) the person concerned being:

(1) a spouse of the employee; or

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

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

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

(5) a relative of the employee who is a member of the same household.

Definitions -

(i) "relative" means a person related by blood, marriage or affinity;

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

(iii) "household" means a family group living in the same domestic dwelling.

#### (b) Notice

An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to

give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(c) Unpaid Leave for Family Purpose

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

(d) Annual Leave

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

(ii) Access to annual leave, as prescribed in paragraph (i) 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 the annual leave loading in respect of single day absences, until at least five (5) consecutive annual leave days are taken.

(e) Make-Up Time

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

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

(f) Rostered Days Off

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

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

(iii) Where the employer and employee agree, rostered days off may be accumulated which occur as a result of employees working in accordance with the provisions of this subclause. These accumulated days may be taken at any time mutually agreed between the employer and the employee. An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.

(iv) This subclause is subject to the employer informing the union if it has members employed at the particular enterprise to its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union to participate in negotiations.

### 32. Bereavement Leave

(a) An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death in Australia of a person prescribed in subclause (c) of this clause. Where the death of a person as prescribed by the said subclause (c) occurs outside Australia the employee shall be entitled to two (2) days bereavement leave where such employee travels outside Australia to attend the funeral.

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

- (c) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (B) of paragraph (iii) of subclause (a) of Clause 32 - Personal/Carer's Leave, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (d) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (e) Bereavement leave may be taken in conjunction with other leave available under subclauses (d), (e), (f), and (g) of the said Clause 32. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

### 33. Redundancy

#### (a) Application

- (i) This clause shall apply in respect of full-time and part-time employees.

Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one (1) year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

- (ii) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

#### (b) Introduction of Change

- (i) Employer's duty to notify

(A) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.

(B) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

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

- (ii) Employer's duty to discuss change

(A) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause (i) above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

(B) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause (i).

(C) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(c) Redundancy

(i) Discussions before terminations

(A) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to subparagraph (A) of paragraph (i) of subclause (b) above, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.

(B) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subparagraph (A) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.

(C) For the purposes of the 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.

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

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

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

(B) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two (2) years continuous service, shall be entitled to an additional week's notice.

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

## (ii) Notice for Technological Change

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

(A) In order to terminate the employment of an employee the employer shall give to the employee three (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.

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

## (e) Time off during the notice period

(i) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five (5) weeks, for the purposes of seeking other employment.

(ii) 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.

## (f) 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.

## (g) 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.

## (h) Notice to Centrelink

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

## (i) Centrelink Separation Certificate

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

## (j) Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause (ii) above, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the

employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

(k) Severance Pay

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

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

Under 45 Years of Age Years of Service	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:

45 Years of Age and Over Years of Service	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 provided for in the relevant award.

(l) Incapacity to pay

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

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

(m) Alternative employment

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

(n) Savings Clause

Nothing in this award shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under the Mayne Group Limited redundancy policy, as at the 15th May 2002.

### 34. Incidence

- (a) This award applies to the employees of Mayne Logistics Armaguard who are employed in the classifications of employment nominated in this award.
- (b) This award shall take effect from the beginning of the first pay period to commence on or after 15 May 2002 and shall remain in force thereafter for a period of 3 years.

It rescinds and replaces the reviewed Armaguard NSW Roadcrew Enterprise Award 1999 - 2001 published 5 April 2002 (332 I.G. 590).

- (c) This award remains in force until varied or rescinded.

### 35. Personal Insurance

The company will effect Personal Accident Insurance coverage for all employees to the value of \$400,000 for any one event, effective from 1st July 2002. The death and disability cover provided for under this insurance will be in respect of injury arising out of the Insured Person's employment and sustained in consequence of a violent or criminal act committed by a person or persons in the execution of a robbery or hold-up or any attempt thereat, or kidnapping or attempted kidnapping".

### 36. Supported Sites

The provision of support personnel will be limited to those sites identified through a site survey as requiring support. Site Surveys will be conducted in accordance with the document (or updated versions of it) which was tendered by the Company as an exhibit in Matter No IRC01/6924 - Cash Transportation (Non Armoured Vehicles) Interim Award.

Where a disagreement occurs about a site survey then the matter will be discussed between the person who did the site survey and the appropriate branch consultative committee. Should this process not resolve the matter then it shall be dealt with in accordance with the Grievance and Dispute Procedure.

### 37. ATM Section

- (a) Where a permanent full-time or part-time employee or casual employee is required to transfer from another branch to the ATM Section on a short term relief basis, he/she shall work and be paid as follows:
- (i) where the relief is for less than two (2) weeks; under the terms of their current classification in clause 6; or
  - (ii) where the relief is for two (2) weeks or more payment will be made in accordance with the appropriate NTM wage scale in clause 6.
- (b) These rates shall be for work rostered to commence at or after 5am and finish at or before 11pm. Work which is rostered to commence before 5am or finish after 11pm shall attract a loading of 10.6%. No other penalty rates or loadings are payable unless specified by this Award.

- (c) These rates are inclusive of all allowances, with the exception of those provided for separately in this Enterprise Award. The rates are fixed for the term of the Enterprise Award and shall not be adjusted save for a specific order on the Company by the Industrial Relations Commission of New South Wales.
- (d) Ordinary hours shall not exceed fifty (50) per week when averaged over a fifty-two (52), two (2) week period and can be worked on any day, Monday to Sunday, provided that pre-October 1994 permanent employees shall not, without their agreement, be rostered for work in any four month period, on more than 50% of Saturdays and Sundays and further, without their agreement, not more than 50% of rostered weekend work shall be scheduled to finish after 5.30 pm.
- (e) Rostered hours shall be:
- |     |                     |           |  |
|-----|---------------------|-----------|--|
| (1) | Permanent employees |           | Minimum 8 hrs per shift<br>Maximum 10 hrs per shift                                |
| (2) | Permanent employees | Part-Time | Minimum 20 hrs per week<br><br>Minimum 4 hrs per shift<br>Maximum 10 hrs per shift |
| (3) | Casual employees    |           | Minimum 4 hrs per shift<br>Maximum 10 hrs per shift                                |

Rostered days and hours of work shall be entirely flexible within the limitations of this Enterprise Award.

- (f) Overtime wage rates for work required in addition to rostered hours shall be:
- (i) First two hours immediately before or immediately after rostered hours - ordinary rate of pay. This will change to the first one hour at ordinary time three (3) months after signing of this Award.
- (ii) All subsequent hours before or after rostered hours- ordinary rate plus 50%.
- (g) Where an employee is rostered for work on a public holiday to which a day worker is entitled without loss of pay, they will receive eight (8) hours pay for the public holiday, in addition to payment for hours worked for the week. Alternatively, they may take a day off at some other mutually agreed time between the employee and employer and receive eight hours pay for that day.
- (h) No employees shall be required to work for more than six (6) hours without a meal break (crib time) except in the case of any employee who is required to continue work after the normal finishing time for less than two (2) hours. The said six (6) hours is to be calculated from the time of starting work or from the end of the previous meal break or crib time, whichever applies.
- (i) Branch settlement crews shall respond to ATM malfunctions within their service area, as directed, when no Response Crew is immediately available to provide the service.

### **38. Chain of Responsibility**

- 38.1 The Company may, under certain circumstances set out below, give out work covered by this Award to:
- 38.1.1 Another employer, whose employees will carry out all of the work so given;
- 38.1.2 Another employer, whose employees will not carry out any or all of the work so given;
- 38.1.3 Another entity that does not engage employees which will not carry out any or all of the work so given;
- 38.1.4 Another person or other persons, who alone will personally carry out any or all of the work so given.

- 38.1.5 Another person or other persons, who will not personally carry out any or all of the work so given.
- 38.2 The Company must not give out work covered by this Award to that employer, entity or person(s) (as provided in clauses 38.1.1 to 38.1.5) unless it makes a record in writing of the following details:
- 38.2.1 The name of the other employer (or the other entity or person(s)) to whom the work is given and the Australian Business Number and/or Australian Company Number of the other employer (or the other entity or person(s)) to whom the work is given.
- 38.2.2 The address of the other employer (or the other entity or person(s)) to whom the work is given.
- 38.2.3 The date of giving out the work and the date for completion or cessation of the contract or arrangement under which the work is performed.
- 38.2.4 A description of the nature of the work to be performed, in particular the destination from which the cash and valuables are to be transported and the value of the cash and valuables to be transported.
- Where the Company gives out work to more than one employer, entity or person(s), the Company must keep an up to date consolidated list of those employers, entities or persons which contains all of the information required to be kept by this subclause.
- 38.3 Where the work is given out to an employer whose employees will not carry out any or all of the work (as provided in clause 38.1.2) a copy of any record kept in accordance with clause 38.2 shall be given to each person who performs part or all of the work given out is an employee of the employer or person who has been given the work as provided in clause 38.1.2.
- 38.4 Where the work is given out to another entity or person(s) who will not carry out any or all of the work (as provided in clauses 38.1.3 and 38.1.5) a copy of any record kept in accordance with clause 38.2 shall be given to each person who performs part or all of the work given out.
- 38.5 Where the work is given out to another person or other persons who alone will personally carry out the work (as provided in clause 38.1.4) a copy of any record kept in accordance with clause 38.2 shall be given to that person or those persons doing the work.
- 38.6 Where work has been given out to another employer, entity or person(s) (as provided in clauses 38.1.1 to 38.1.5) any record kept in accordance with clause 38.2, including the consolidated list, shall be available for inspection by a person duly authorised as if it was a record permitted to be inspected and copied under Part 7 of Chapter 5 of the New South Wales *Industrial Relations Act* 1996.
- 38.7 If the Company contracts with another person or persons who alone will carry out the work (as provided in clause 38.1.4) the employer shall contract to provide and shall provide conditions that are the same as those prescribed by this Award.
- 39.8 The Company must not enter into a contract or arrangement with another employer, entity or person(s) (hereinafter called "the second person") as provided in clauses 38.1.2, 38.1.3 or 38.1.5 unless:
- 38.8.1 The contract or arrangement contains a term which provides that any work performed by a person other than the second person is carried out pursuant to a written agreement between the second person and the person who will actually perform the work; and
- 38.8.2 The written agreement specifies each of the matters set out in clauses 38.2.1 to 38.2.4; and
- 38.8.3 The written agreement provides for conditions that are the same as those prescribed by this Award.

For the purpose of clause 38.8.1 a "contract or arrangement" means a contract or arrangement for the performance of work as provided in clauses 38.1.2, 38.1.3, or 38.1.5.

### **39. Leave Reserved**

Leave is reserved to the Company to pursue through the Industrial Relations Commission of New South Wales proposals as follows:

ATM Top Hatch work to be completed by one ATM Response Operator.

One person top hatch work will be introduced on a voluntary basis for the existing ATM employees, all new employees will be rostered under the one person top hatch agreement. There is an undertaking from the NTM yard that a minimum of 30% of NTM employees will make themselves available to complete one person top hatch work.

As an interim measure current process to continue; introduction of one person top hatch operations will be undertaken on a determination of the Industrial Relations Commission of New South Wales.

Standard FLR Work where the safe is opened is to be completed by two persons at least one of whom is armed. (As per Cash Transportation (Non-Armoured Vehicles) Interim Award). Existing employees will operate under the current conditions both operators armed

New Teams can be made up of employees employed after 11th March 2002 on the basis of one ATM Response Operator & one Guard.

Second Line Services to be completed by external tech provider & MLA Armed Person.

1 x Armed MLA Guard

1 x 2nd Line Provider (NCR, Diebold, Alarm Tech, Telstra) etc

\*Bunker sites and Bank Branch ATM sites on signing.

\*\*As an interim measure all other sites will remain as per the current practice and will be varied only in accordance with a determination of the Industrial Relations Commission of New South Wales on the sought clarification as per the Cash Transportation (Non Armoured Vehicles) Interim Award.

## **ANNEXURE 1 (Country)**

### **ARMAGUARD NSW ROADCREW ENTERPRISE AWARD 2002 - 2005**

#### **1. Armoured Vehicle Crew Levels**

Unless specified otherwise by the Company, Armoured Vehicles will be staffed by two person crews. Operating procedures will be as issued by the company.

#### **2. After Hours ATM Response (Standby Allowance Per Day) (Also applicable to Newcastle and Gosford Branches)**

- (a) Where work is available and it is commercially viable to do so, the company may roster employees on standby to perform this work, when required.

Employees subject to standby allowance must comply to all laws and regulations associated with firearms and driving. Employees must be in a state of readiness in event of a callout.

	On certification	1st Anniversary	2nd Anniversary
Monday to Friday 1700 - 2200 hours	\$15.28	\$15.89	\$16.68
Saturday, Sunday, Public Holidays. 0800 - 2200 hours	\$38.19	\$39.72	\$41.70
Christmas day, Good Friday, Easter Sunday, 0800 - 2200 hours	\$54.07	\$56.23	\$59.04
Site Attendance (distance from branch per callout)			
Up to 20Kms	\$30.45	\$31.65	\$33.25
21 to 40Kms	\$41.45	\$43.10	\$45.25
41 to 60Kms	\$47.75	\$49.65	\$52.15
61Kms and over	\$54.60	\$56.80	\$59.65
Over 71 Kms - Current Branch practice.			

- (b) Where an ATM malfunction cannot be rectified by the crew and the client elects to call a technician to the site, a guard service will normally be required. Where a guard service is provided, the payments listed above, will cover the first hour on site. Additional time on site will be paid at the rate of \$1.68 (\$1.75 1<sup>st</sup> anniversary and \$1.83 2<sup>nd</sup> anniversary) per five (5) minutes.
- (c) Where employees are rostered for normal duties during the hours specified, these employees will, where possible, be tasked with any ATM response work.

In this situation, the response payment above will not be paid and the standby fee above will be reduced on a pro rata basis for the hours paid for normal rostered duty.

### 3. Shiftwork

Should shiftwork be required it will be implemented under the terms of the Award, except that shiftwork loadings shall be as shown below.

- (a) Monday to Friday
  - Afternoon Shift 12.5%
  - Night Shift 20.0%
  - Morning Shift 7.5%
- (b) Saturday
  - Between Midnight Friday and midnight Saturday 25.0%
- (c) Sunday
  - Between Midnight Saturday and Midnight Sunday 50.0%
- (d) Overtime work by shift workers will be paid as follows:
  - (i) First 2 hours each day - ordinary time plus the appropriate shift loadings as per sub-paragraphs a, b and c.
  - (ii) All subsequent hours - as per d(i) plus an additional loading of 25%.

**4. Rostering**

- (a) Changes to runs, which result from efficiencies sought through this Award, shall be implemented in consultation with at least the delegate and/ or co-delegate or other nominated employee in each yard.
- (b) Rostering of employees to duties shall be a management responsibility, however, the delegate or co-delegate shall be consulted when roster changes are required or contemplated.

**5. Appointment of New Permanent Employees**

Positions available for new permanent full-time and part-time employees, shall be advertised internally in the Country Branch and at the discretion of the company may also be advertised externally. Where an internal and external applicant are of equal standing, the internal country Branch applicant will be selected.

**ANNEXURE 2**

**ARMAGUARD NSW UNIFORM REGULATIONS**

**ARMAGUARD NSW ROADCREW ENTERPRISE AWARD 2002 - 2005**

Armaguard NSW Uniform Regulations

	Winter (1 June - 31 August)		Summer (1 September - 31 May)
1	Issue Shirt, with Tie	1	Issue Shirt
2	Issue Long trousers	2	Issue Long Trousers
3	Issue Jumper and/or Pilot Jacket (at employee's discretion)	3	Issue Trouser Belt
4	Issue Trouser Belt	4	Issue Gun Belt and Clips
5	Issue Gun Belt and Clips	5	Issue Gun Holster and Gun
6	Issue Gun Holster and Gun	6	Issue Socks
7	Issue Socks	7	Issue Shorts and Long Socks
8	Black or Brown Leather Shoes	8	Black or Brown Leather Shoes

**SHORTS**

Shorts may be worn under the following conditions:

- (1) Shorts will be supplied to employees who request them, and intend to wear them regularly.
- (2) Shorts may be worn during the 'Summer Months' (September - May)
- (3) With shorts, issue long socks are to be worn pulled up at all times. Elastic bands or garters should be worn to ensure sock remain up.
- (4) Non compliance with paragraph 3 will result in one warning. Any further non-compliance will result in the withdrawal of shorts from that employee. Long trousers would then be worn for all further work.

**JUMPERS/JACKETS**

Issue jumpers and jackets may be worn at any time at the discretion of employees. Jackets are to be of the new design (hip length, front zip, non-fur collar). It is preferable that on three man crews, both a lighting crewmen dress the same with regard to jumpers/jackets.

**HATS**

For reasons of Occupational Health and Safety, hats will be provided, and are to be worn by employees who are exposed to the sun for extended periods. Hats will be provided on request to other employees and where supplied, are to be worn at all times during the summer months.

#### FOOTWEAR

Shoes are to be supplied by employees.

Shoes are to be black or brown with leather uppers and are to be clean and polished. Sporting or suede style shoes are not permitted.

#### GENERAL

Items of Armaguard issued uniforms are not to be worn or used for any purpose not related to employment with the company. Uniforms are to be maintained and worn in a clean, professional manner at all times.

### **ANNEXURE 3 (Code of Conduct)**

#### **ARMAGUARD NSW ROADCREW ENTERPRISE AWARD 2002 - 2005**

#### **CODE OF CONDUCT**

##### Policy Statement

##### Introduction

Armaguard NSW, a logistics service of Mayne Nickless Ltd is committed to providing quality service and conducting its business with efficiency, impartiality and integrity. This commitment requires that all employees perform their duties at a high standard and comply with both Federal and State legislation at all times during their course of employment.

Staff should be aware that a Code of Conduct can provide assistance for both employers and employees when they are required to decide what are acceptable standards of behaviour.

Staff should familiarise themselves with the contents of this Code of Conduct and should ensure they observe its provisions. They should also realise departure from the provisions of this Code could be grounds for disciplinary action.

##### Conflict of Interest

When at work, staff should act in the companies and general public interest and not in a manner designed primarily to gain unfair advantage for themselves or other individuals, in areas such as the letting of contracts or purchasing of goods and services. Staff should disclose in writing to a senior officer any pecuniary or other definite interest held by them which could lead to a potential conflict between personal interest and official duty, e.g. outside employment.

Staff should notify a senior officer when dealing with relatives and close friends and, wherever possible, disqualify themselves from the dealing.

Conflict of interest between private activities and official duties must be resolved in favour of the company.

##### Acceptance of Gifts or Benefits

Staff may accept token gifts of benefits, such as a box of chocolates or flowers from a grateful fellow employee or customer. However, if the gift or benefit is intended to influence decisions about how work is done, contracts let or goods purchased (or if it could reasonably be perceived as such), it should not be accepted.

An offer of such a gift should be politely declined and any unsolicited gift be promptly and publicly returned. Gifts include acceptance of subsidised or free travel or accommodation arrangements from companies supplying goods or services. Staff in doubt as to the appropriateness of receiving such gifts of benefits should refer the matter to Executive Management for clarification.

#### Personal and Professional Behaviour

Staff should refrain from any form of conduct in relation to other staff or public intended to cause any person offence or embarrassment.

In the performance of their duties staff:

Should not wilfully disobey or wilfully disregard any lawful order given by any person having the authority to make or give the order.

In cases of dispute arising from compliance or non-compliance with an order, staff may appeal to an Executive Manager against being required to carry out the order. However, as far as it is possible and practical, they should comply with the order until the appeal is heard by senior management or trade Union representative if appropriate.

Should observe the strictest practices of honesty and integrity, and avoid conduct which could suggest any departure. This may include a duty to bring to notice dishonesty on the part of other staff.

Should ensure their work is carried out efficiently, economically and effectively, and that the standard of work reflects favourably on their organisation. Quality service and personal appearance are an integral element of our customer service policy.

Should follow the policies of the organisation, whether or not they approve of these policies. Should an extreme situation arise in which a staff member finds a policy at major variance with his or her personal views, the matter should be discussed with an Executive Manager with a view to having the situation resolved. If that is not possible, the staff member should consider requesting transfer to another position in which the conflict does not arise or, as a last resort, resigning.

Should follow the procedures and guidelines, as laid down by the organisation for day to day operational and legal requirements.

Must not seek to influence any person in order to obtain promotion, or other advantage.

#### Fairness

Staff should deal with issues or cases in a consistent, prompt, fair and non-discriminatory manner.

#### Public Comment and Disclosure of Official Information

Individuals have the right to make public comment and openly debate political and social issues not related to Company activity.

However, staff should make it clear that other than in the course of duty or when giving evidence in court, they are not making an official comment nor speaking as Armaguard employees representing an official position of the company.

Contents of official documents or privileged knowledge may only be released by staff with the authority to do so and personal opinions should not be offered in place of facts. Official information must not be used for personal gain, for example to obtain rewards from a successful tenderer supplied with inside information.

#### Use of Official Resources

Staff should ensure that resources, funds, staff or equipment under their control, are used effectively and economically in the course of their duties for the purpose of Armaguard business. Official facilities and equipment include, for example, typing facilities, photocopiers and computers.

Requests to use resources outside of core business, for example to aid in a charitable activity, should be referred to an appropriate senior employee.

Unless permission has been granted, staff must not use the services of other staff or official facilities for private purposes. Where there are specific directions on the use of official facilities for private purposes or conditions for their use, these must be strictly complied with.

#### Patents

If an employee makes an invention which has an application to his or her official duties, matters relating to patent rights must be submitted through the State Manager. This is a highly complex field of law, eg whether invention took place in working time or the employee's private time. Employees who consider they have a legitimate right to patents would be well advised to detain independent legal advice.

#### Volunteer Fire Fighting and State Emergency Services

Staff wishing to join the Volunteer Fire Brigade or State Emergency Service are required to make application. Such applications may be approved provided the State Manager is satisfied that no undue inconvenience to the facility will result.

Any remuneration received for this work may be retained.

#### The Employee as a Private Employer

Where an employee acts as a private employer of others, approval must be sought where such activities have the potential to conflict with official duties or where it may be seen to be arising from their official duties.

#### Employee Relations

It is essential to the effective management of Armaguard & ASAP Security Services, that all employees understand their responsibilities and accountabilities. These responsibilities and accountabilities in regard to the Code of Conduct are detailed in Appendix 1 - Managers/Supervisors, Appendix 2 - Employees, Appendix 3 - Employee Representatives and Appendix 4 - Collaborative Responsibilities respectively.

#### Security of Official Information

All staff are to ensure that confidential and sensitive documents cannot be accessed by unauthorised persons. Such papers should be retained in secure storage overnight or when otherwise attended. Managers are responsible for seeing that premises are secure and that suitable arrangements are in place to maintain security of confidential and sensitive documents, including transferring these by hand when necessary.

The deliberate release of confidential documents or information to unauthorised persons constitutes a serious offence.

## APPENDIX 1

### MANAGERS / SUPERVISORS

Managers/Supervisors are responsible for the overall control of their operations, particularly employee relations.

To this end Managers / Supervisors should:

Establish and maintain effective working relationships.

Ensure employees have an excellent understanding and carry out their Employee Relations responsibilities.

Maintain high standards of behaviour and performance and take necessary steps to deal with any breaches of those standards.

Take appropriate steps to provide relevant training for employees in the competencies expected of them.

Ensure that workplace health, safety and welfare standards are effectively maintained.

Provide appropriate feedback as a means of enhancing employee performance both collectively and individually.

Ensure that the provisions of the relevant Award and Enterprise Agreements are adhered to.

React and respond to any potential areas of friction and dispute at an early stage and inform the next level of management, as appropriate.

Be honest and fair with other employees and treat them with respect and dignity.

Ensure that Company operational, administrative and security policies and procedures, are understood and followed by all employees.

Provide counselling, training and where necessary, take disciplinary action.

Be receptive to the concept of collaboration and open communication.

## APPENDIX 2

### EMPLOYEES

All employees, full time permanent, part-time permanent or casuals are expected to:

Apply their best endeavours to the performance of the duties and responsibilities they are employed to carry out.

Contribute positively to the achievement of work objectives in their work areas.

Accept responsibility for self improvement by participating positively in relevant training and to provide training to others where appropriate.

Adopt work practices that promote the objective of a safe and healthy workplace.

Adopt a co-operative team approach compatible with the needs of the Industry / Division / Depot.

Comply with all lawful and reasonable instructions.

Undertake work which is ancillary to or peripheral to their normal functions providing training to do the work has been undertaken.

Maintain professional, courteous and helpful standards in dealing with customers and the public.

Take reasonable care of Company equipment and assets, to prevent loss or damage and immediately report any loss or damage to their supervisor or manager.

### APPENDIX 3

#### EMPLOYEE REPRESENTATIVES

The employee representative or delegate is an employee elected by his/her fellow employees to represent employees within each work place. The delegate is an important link in the Company communication process and is encouraged to build a constructive working relationship with managers/supervisors in the interests of effective employee relations.

In the performance of their duties, delegates must:

represent the view and interests of all employees they represent.

ensure that they and fellow employees understand and follow agreed dispute resolution procedures.

act in an honest and fair manner when dealing with other employees, supervisors and managers, as well as treat them with respect and dignity.

assist in ensuring that work place health, safety and welfare standards are effectively maintained.

be responsible and mature in problem solving and organisational issues.

understand that their appointment does not entitle them to any special privileges or security of employment over and above other employees.

appreciate that they are employed and paid to perform duties within the business and the representative role is a secondary role only.

accept that payment of wages for time spent on Union activity, is based on criteria such as:

obtaining prior approval

duration

reason

nature of the activity is directly related to Armaguard and it's workforce

normal hours performed by the delegate must not be affected by way of delay while the delegate is away from the work place on Union business.

be receptive to the concept of collaboration and open communication.

### APPENDIX 4

#### COLLABORATIVE RESPONSIBILITIES

The achievement of effective employee relations is a joint responsibility of management and employees. A great deal depends on how well Manager, Supervisor, Leading Hands and Delegates work together to ensure sound employee relations.

In particular there is a need for Managers and Supervisors to take a positive view of their working relationship with delegates. Well trained and motivated delegates are an invaluable resource in promoting constructive workplace relationships.

To ensure a successful relationship with delegates all Managers and Supervisors should ensure that all delegates are:

Informed and are aware of relevant matters at all times.

Appreciative and familiar with each other's role.

Notified and involved in dealing with issues at an early stage, rather than after the event.

Encouraged to play a constructive role in employee relations by being provided sufficient scope to liaise with employees.

Conversant with the latest training, employee relations, industry and management practices.

Conversant with overall strategies and directions of the Company and industry as well as the need to maintain a competitive position in the market.

P. J. CONNOR, Commissioner.

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Printed by the authority of the Industrial Registrar.

(1601)

**SERIAL C1392**

## **MOUNT ARTHUR NORTH CONSENT AWARD 2001**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Industry Group, New South Wales Branch, industrial organisation of employers.

(No. IRC 6252 of 2001)

Before Commissioner Redman

3 October 2001

### **AWARD**

Clause No.	Subject Matter
1.	Title
2.	Application and Scope
3.	Parties to the Award
4.	Intent
5.	No Extra Claims
6.	Community Standards
7.	Period of Operation
8.	Contract of Employment
9.	Induction
10.	Wage Rates, Groupings and Allowances
11.	Hours of Work
12.	Public Holidays

13. Sick leave
14. Annual Leave
15. Jury Service
16. Carer's Leave
17. Bereavement Leave
18. Parental Leave
19. Inclement Weather
20. Disputes Procedure
21. Demarcation Disputes Procedure
22. Living Away - Distant Work
23. Drug and Alcohol Policy
24. Protective Clothing and Equipment
25. Testing Electrical Equipment
26. Union Membership
27. Meetings of Employees to Discuss Award and Related Issues
28. On Site Register
29. Anti Discrimination

Appendix A - Inclement Weather Guidelines

Appendix B - Authority To Obtain From Dima Details Of Immigration Status

Appendix C - Declaration of Usual Place of Residence

Appendix D - Drug and Alcohol Policy

Appendix E - Alcohol Testing Procedure

Appendix F - Drug Testing Procedure

Appendix G - Code of Confidentiality (Testing Officer)

Appendix H - Groups to be Tested

### **1. Title**

This Award shall be known as the Mount Arthur North Construction Project Consent Award 2001.

### **2. Application and Scope**

This Award shall apply only to all contractors, sub-contractors, and suppliers of supplementary labour engaged on surface construction work at the Mount Arthur North Project, New South Wales.

Provided that the Award shall not apply to:

Statutory employees

Management and supervisory personnel

Future operations personnel

Engineers/Surveyors

Clerical and Administration Personnel

Security Personnel

Employees of suppliers engaged in the deliveries of materials and equipment to and from the site. The parties agree that this exclusion shall not apply to employees who upon delivering materials and equipment from off-site to the project perform construction work on the project eg. employees who deliver scaffolding to the project who then erect the scaffolding are covered by this Award in respect of the work performed on the project.

Off site infrastructure and pre-assembly work associated with the project undertaken by all contractors, sub-contractors or suppliers of supplementary labour in any premises, workshop or fabrication shop that is not attached to, or part of the project site.

This Award shall have no application to plant commissioning, operations or maintenance or to any other work after turnover of work or to any other activities for which the contractors and sub-contractors are not responsible.

### 3. Parties to the Award

The parties bound by this Award are:

- (1) Australian Industry Group on behalf of all contractors, sub- contractors and suppliers of supplementary labour (labour hire companies) engaged on work which falls within the application and scope of this Award.
- (2) All employees of contractors, sub-contractors and suppliers of supplementary labour engaged on work which falls within the application and scope of this Award whether members of the organisations listed in (c) or not.
- (3) The organisations which represent the employees defined in (b), namely:

Labor Council of New South Wales.

The Australian Workers Union, New South Wales.

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch.

Construction, Forestry, Mining and Energy Union (New South Wales Branch).

Electrical Trades Union of Australia, New South Wales Branch.

The New South Wales Plumbers and Gasfitters Employees' Union.

Transport Workers' Union of Australia, New South Wales Branch.

### 4. Intent

This Award shall stand on its own and shall not except as specifically provided for in this Award be affected by outside wage or condition movements.

This Award shall apply exclusively to the services activities as described in Clause 2 and to the maximum extent permitted by the *Industrial Relations Act* 1996, no other Industrial Awards or Agreements (whether State or Federal) shall apply to the employees, the employer or the Unions bound by this Award.

No alteration shall be made to this Award during its period of operation other than by mutual agreement of the parties or determination pursuant to Clause 20 Disputes Procedure.

This Award shall not be used as a precedent by any of the Parties in respect of any other project or enterprise.

### 5. No Extra Claims

It is a term of this Award that the parties bound by this Award shall not pursue any extra claims, award or over-award, for the duration of the Award.

This includes claims related to changes arising from Award variations or decisions of the Industrial Relations Commission of New South Wales (the Commission) other than as provided for in Clause 6, Community Standards.

## 6. Community Standards

The parties acknowledge that during the term of this Award significant changes to community standards in respect of terms and conditions of employment may occur.

In the event that such a change/s does occur other than to wages and allowances but including casual loadings the parties to this Award shall discuss this change and the implications of a possible variation to this Award to the Mount Arthur North Project.

If the parties are unable to resolve any issue arising out of these discussions the issue shall be processed through the Disputes Procedure (Clause 20).

This shall not constitute a re-opening of negotiations on the terms and conditions of this Award.

The operation of this Clause is subject to no industrial action being or having been taken by employees engaged on the project in relation to the change.

## 7. Period of Operation

This Award shall operate from the first pay period to begin on or after 3 October 2001 and shall remain in force for a period of three (3) years from that date.

## 8. Contract of Employment

- (1) The contract of employment for all employees other than casual employees shall be by the week.
- (2) For other than casual employees, either party shall give a week's notice of termination of the employment engagement exclusive of accrued rostered days off or one (1) week's pay shall be paid or forfeited in lieu thereof.
- (3) Applicants for positions on the project shall be required to complete an Immigration Compliance Authority, contained in Appendix B to authorise their potential employer to obtain from the Department of Immigration and Multicultural Affairs details of their immigration status. No person shall be allowed to undertake any work on the project unless it is verified he/she has the right to work. Copies of this request shall be available to the Labor Council.
- (4) A casual employee is employed on an hourly basis and paid as such with a minimum payment of four (4) hours. Casual employees shall be paid a 20% casual loading in compensation for other benefits under this Award to which a Casual Employee has no entitlement, The casual employee is entitled to pro-rata Redundancy payments and Superannuation in accordance with the Superannuation legislation.
- (5) Nothing in this Clause shall affect the right of a contractor, sub-contractor or supplementary labour to dismiss an employee, without notice, for misconduct or refusing lawful duty.
- (6) Nothing in this Clause shall affect the right of a contractor, sub-contractor or supplier of supplementary labour to dismiss an employee for breaches of site rules, safety rules or regulations, subject to appropriate investigation having been made, counselling extended, and the dispute settlement procedure being effectively processed.
- (7) Nothing in this clause shall affect the right of an employee to pursue a claim for unfair dismissal through the relevant State or Federal tribunal.

A contractor, sub-contractor or supplier of supplementary labour may deduct payment for any day upon which an employee cannot be usefully employed because of any strike by or participation in any strike by any member of a Union employed by a contractor, sub-contractor or supplier of supplementary labour or because of any strike by or participation in any strike by any other Union, organisation or association or by any branch thereof, or by any members thereof who are employed by a contractor, sub-contractor or supplier of supplementary labour or, because of any stoppages of work (other than for site

conditions within the allowance prescribed in Clause 19, Inclement Weather hereof) by any cause including breakdown of machinery or failure/lack of power, for which cause the contractor/sub-contractor/supplier of supplementary labour is not responsible.

**9. Induction**

All employees shall attend a paid Construction Site Induction Course (4 hours duration), on the Project site, which in addition to other matters shall cover Site Safety Procedures and the provisions of this Award. Such an induction shall occur prior to the commencement of work on site.

Employees shall acknowledge in writing receipt and understanding of material provided in the course of this program.

Employees shall have to demonstrate a clear understanding of the issues raised during the induction, prior to commencing actual work on site.

Officials of the parties to this Award may attend and participate in sessions.

**10. Wage Rates, Groupings and Allowances**

- (1) Allocation to Groupings

Group AA - 105%	\$875.29
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All Trades Persons Special Class

Mechanical Plant Operators Groups F, G, & H

Mobile Cranes over 70 tonnes (add \$1.73 for every 5 tonnes in excess of 90 tonnes)  
 In addition to performing any duties within Group AA (subject to capability), employees in this Group will perform any of the duties of Groups E, D, C, B or A provided such duties are:

Within the skills, competence, qualifications and training of the employee concerned, and;  
 Consistent with occupational health and safety and statutory requirements; and Related to the contract work of the employer and incidental to the employee’s substantive role.

Group A - 100%	\$833.61
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All Trades Persons

Mechanical Plant Operator Groups C, D & E

Transport Workers Grade 6, 7 & 8

Mobile Crane Operator lifting capacity 40 tonnes but not exceeding 70 tonnes

In addition to performing any duties within Group A (subject to capability), employees in this Group will perform any of the duties of Groups E, D, C or B provided such duties are:

Within the skills, competence, qualifications and training of the employee concerned, and;  
 Consistent with occupational health and safety and statutory requirements; and  
 Related to the contract work of the employer and incidental to the employee’s substantive role.

Group B - 97%	\$808.60
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Mechanical Plant Operators Group B

Concrete Pump Operator

Batch Plant Operator/Weigher and Batcher

Transport Worker, Grade 4 and 5

Cable Joiner

Driver of graders over 100 brake horse-power

Mobile Crane operator lifting capacity up to 40 Tonnes.

In addition to performing any duties within Group B (subject to capability), employees in this Group will perform any of the duties of Groups E, D, or C provided such duties are:

- Within the skills, competence, qualifications and training of the employee concerned, and;
- Consistent with occupational health and safety and statutory requirements; and
- Related to the contract work of the employer and incidental to the employee’s substantive role.

Group C - 95%	\$791.93
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Mechanical Plant Operators Group A  
Groups 3 and 4 (AWU Labourers)

Groups 1 and 2 (CFMEU Labourers)

Bituminous Spray Operators

Riggers

Steel Fixer/Concrete Finisher

Sheetmetal Worker - 2nd class

Dogman/Crane Chaser

Scaffolder

Driller Operator - shot drilling machine

Driver of Graders up to 100 brake horse-power

Transport Workers, grade 1, 2 and 3

In addition to performing any duties within Group C (subject to capability), employees in this Group will perform any of the duties of Groups E, or D provided such duties are:

- Within the skills, competence, qualifications and training of the employee concerned, and;
- Consistent with occupational health and safety and statutory requirements; and
- Related to the contract work of the employer and incidental to the employee’s substantive role.

Group D - 91%	\$758.59
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Group 2 (AWU Labourer including AWU Store Person)

Group 3 (CFMEU Labourers)

Lagger

Crane Chasers (engaged in loading and unloading and/or other work associated with storage area)  
Laboratory Labourers

In addition to performing any duties within Group D (subject to capability), employees in this Group will perform any of the duties of Groups E provided such duties are:

Within the skills, competence, qualifications and training of the employee concerned, and;

Consistent with occupational health and safety and statutory requirements; and

Related to the contract work of the employer and incidental to the employee’s substantive role.

Group E - 88%	\$733.58
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Trades Person’s Assistants

Survey Field Hands

Group 1 (AWU Labourers)

Dresser and Grinder

Driller’s Assistant

Cold Saw Operator

Store Person

Employees in this Group will perform any of the listed Group E duties, provided such duties are:

Within the skills, competence, qualifications and training of the employee concerned, and;

Consistent with occupational health and safety and statutory requirements; and

Related to the contract work of the employer and incidental to the employee’s substantive role.

Notwithstanding the grouping of classifications in subclause (1) herein should an employee be able to show bona-fide qualifications (as pertaining to their classification) consistent with the requirements of their parent Award, e.g. Award Restructuring in the Building and Construction industry of the National Building and Construction Industry Award 2000 the employee shall be moved into the most appropriate group.

If the parties are unable to reach agreement on any matter arising out of this provision the provisions of the Disputes Procedure (Clause 20) shall be utilised.

(2) Higher Duties

Where any employee on any day performs two or more classes of work to which a differential rate fixed by this Award is applicable, such person if employed for more than four (4) hours on the class or classes of work carrying the higher rate shall be paid in respect of the whole time during which the employee works on that day at the same higher rate.

This rate shall be at the highest rate fixed by this Award in respect of any such classes of work, and if employed for four hours or less on the class or classes of work carrying the highest rate, the employee shall be paid at such highest rate for four hours.

## (3) Wages

The rates prescribed in Groups AA, A, B, C, D and E are in substitution for those rates and allowances which but, for this Award, would apply to employees of contractors, sub-contractors and suppliers of supplementary labour engaged on the project and are for all purposes of this Award and, where applicable of the appropriate Award. Such rates shall only be varied during the term of this Award, in accordance with the schedule as set out in subclause (6) below.

The parties may by agreement, include additional classifications within the groupings set out in this clause. Any dispute as to the inclusion of additional classifications and/or the appropriate groupings for a particular classification shall be dealt with in accordance with the provisions of Clause 20, Disputes Procedure.

The rates of pay set out in this clause are inclusive of amounts in lieu of over-Award payments, Industry Allowance, Construction Allowance, Fares and Travelling (excluding excess fares where applicable) and Site Disability payments such as space, height, dirt, etc, Award special rates such as confined space, wet work, etc follow the job loadings, compensation for travel pattern mobility requirements, etc; inclement weather, wind, dust, etc; but excludes those allowances contained separately under this Award.

## (4) Apprentices

Apprentices employed on site will, in addition to the other benefits contained in this Award, be paid the following percentage of the Group A rate plus Tool Allowance.

1st Year	42%
2nd Year	55%
3rd Year	75%
4th Year	88%

Apprentices who attend a Technical College course on a prescribed rostered day off shall be afforded an alternative day to be mutually agreed and which will be within the five working days occurring after the prescribed rostered day off.

## (5) Allowances

Specialist Skills - Electrical employees who are qualified and required to perform such work shall receive the following all purpose allowance:

Electrical Licence	\$26.00 per week
Electrical Special Class	\$38.68 per week
Electrical Instrument Fitter	\$38.68 per week
Instrument, Complex Systems	\$38.68 per week

Specialist Skills - Mechanical:

Mechanical employees (as defined) who are qualified to Project standards and are required to perform such work shall receive the following all purpose allowance:

Instruments	\$38.68 per week
Instrument, Complex Systems	\$38.68 per week
Plumbing Licence	\$38.20 per week
Plumbing Registration	\$19.00 per week

Tool Allowance

A tool allowance of \$20.90 per week shall be paid for all purposes to all trades persons.

### Leading Hand Allowance

A person specially appointed to be a leading hand shall be paid an additional amount at the rate of the undermentioned weekly amounts which shall form part of the employee's weekly all purpose wage.

In charge of not more than one (1) person	\$11.40
In charge of two (2) and not more than five (5) persons	\$26.60
In charge of six (6) and not more than ten (10) persons	\$34.20
In charge of more than ten (10) persons	\$45.60

### In Charge of Plant Allowance

Where an employee is required by their employer:

To operate a piece of plant as defined for more than two (2) days in any given week and,

To conduct regular maintenance checks ie. complete daily checklists and provide to their supervisor on that plant and to undertake minor servicing eg. refuelling, greasing, oil replacement, tyre maintaining, tyre pressure etc

The employee shall be paid an allowance of \$25.00 per week flat.

### First Aid Allowance

An employee holding First Aid Qualifications from St. John's Ambulance or a similar body and appointed to perform first aid duties shall be paid an allowance of \$2.00 per day flat.

### Meal Allowance

An employee required to work overtime for at least one and a half hours after working ordinary hours shall be paid by his/her employer an amount of \$9.30 for the first meal break and for each subsequent meal should such overtime continue for more than four (4) hours after the first meal break, provided that this clause shall not apply to an employee who is provided with board and lodgings and provided with a suitable meal.

### Excess Fares and Travel

Where an employee resides more than 50 km. from the job site, and utilises his/her own vehicle for travel to and from the job site a payment of 35 cents a km. is payable for the distance in excess of fifty (50) kilometres.

This payment shall not be made if the employer provides or offers to provide transport to and from the site each day.

### (6) Escalation of Rates

In consideration of the nature and duration of this project and the Award, escalations shall apply to the wage rates in this clause and the all purpose allowances in the said clause as set out below:

As from 1st January 2002 an increase of 2.5%

As from 1st July 2002 an increase of 2.5%

As from 1st January 2003 an increase of 2.5%

As from 1st July 2003 an increase of 2.5%

As from 1st January 2004 an increase of 2.5%

As from 1st July 2004 an increase of 2.5%

(7) Superannuation

Each employer will contribute an amount of \$65.00 per week for each employee. This contribution shall increase as follows:

To \$70.00 per week on 1st July 2002

To \$75.00 per week on 1st July 2003

The payment shall be made into a recognised industry scheme.

Provided such contributions shall not be in addition to any contributions made in accordance with legislation or an enterprise agreement. Should the legislation require a contribution greater than the amount above mentioned then the greater amount shall apply.

(8) Termination Pay

In lieu of Award termination and redundancy payments otherwise payable, contractors and subcontractors shall contribute to ACIRT, MERT or an Occupational Redundancy Fund approved by the parties, an amount of \$65.00 per week per employee, in respect of each completed week of employment at the construction site.

This amount shall be increased as follows:

To \$70.00 per week on 1st July 2002

To \$75.00 per week on 1st July 2003

(9) Workers Compensation

It shall be a term and condition of the contract of each contractor and sub-contractor that they shall ensure that each employee they engage to work on the construction site are covered by the New South Wales Workers Compensation insurance.

Each contractor and sub-contractor will provide top-up insurance 24 hours 7 days a week accident cover with an approved industry scheme eg. CTAS or similar fund.

(10) Payment of Wages

Wages shall be paid and be available weekly no later than Thursday. No more than two (2) day's pay may be held in hand. Payment shall be by direct deposit/electronic funds transfer to a bank account nominated by the employee.

When an employee's services are terminated, the employer shall pay any wages due on the day of termination or as soon as practicable thereafter.

(11) No Reduction Clause

Where employees employed under this Award on the project are receiving terms and conditions greater than this Award as a result of an Enterprise Agreement or other arrangement, this shall not be used as a basis of a claim by the Unions or employees of other contractors, sub-contractors or suppliers of supplementary labour engaged on the project.

Provided that where under an Enterprise Agreement the parties off-set provisions there shall be no double counting of such offset benefits so that either the contractor, sub-contractor, suppliers of supplementary labour or the employee have a windfall gain.

## 11. Hours of Work

### (1) Ordinary Hours and Rostered Days Off

The ordinary hours of work as defined below for employees will for the purposes of this Award be worked between 6.00 am and 6.00pm.

Starting and finishing times can be moved to one (1) hour either way without penalty by agreement between the employer and employees.

Employees shall be entitled to a ten (10) minute paid rest period exclusive of walking and wash-up on all days worked Monday to Friday.

Employees shall also be entitled to an unpaid lunch break on all days-worked Monday to Friday.

No employee will be required to work in excess of four (4) hours without a rest period or lunch break.

These breaks may be taken at different times by agreement to maximise the flexibility of work requirements eg tie-ins, concrete pours, crane lifts:

By each employer

By groups

By individuals

The ordinary working hours shall be worked in a 20 day cycle, Monday to Friday inclusive, with eight (8) hours worked for each of 19 days and with 0.4 of an hour on each of those days accruing towards the twentieth day of the cycle which shall be known as the Rostered Day Off (R.D.O.). It shall be taken as a paid day off in accordance with the Building Industry calendar pending finalisation of arrangements by the Principal's representative, the Labor Council and the Unions.

R.D.O accruals will occur as follows:

on ordinary days worked

on approved sick leave

on approved workers compensation

on approved carer's and bereavement leave

on annual leave

on public holidays

The principal's representative, the Labor Council and the Unions shall agree upon arrangements for RDO's for the project and/or for accumulation of up to five (5) accrued days to be taken at or before the end of a particular contract with a contractor, sub-contractor or supplier of supplementary labour. The outcome/s from these discussions shall be documented.

Rostered Days Off may also be taken by agreement between the employee and the employer. Individual employees may use a "banked" RDO if agreed with their employer provided that at least one (1) week's notice is given. Approval will only be refused due to urgent work commitments. An employee may bank RDO's to a maximum of five (5) days.

The contractor, sub-contractor or supplier of supplementary labour shall notify the Principal's representative and the Unions of any changes that are proposed to the set Rostered Days Off. The options will include:

An alternate day in the same or immediately following four (4) week cycle

Banking for agreed periods to be taken off in conjunction with annual leave and/or public holidays.

Or any other agreed days.

An employee who has not worked, or is regarded as having not worked, a complete twenty day four week cycle, shall receive pro rata accrued entitlements for each day worked or regarded as having been worked in such cycle, payable for the rostered day off, or in the case of termination of employment, on termination.

This provision shall not however, prevent an employee from working on his/her rostered days off where this is required by an employer and such work is necessary to allow other employees to be employed productively or to carry out out-of-hours maintenance or because of unforeseen or emergency circumstances on the Project. In such cases, in addition to accrued entitlements, the employee shall be paid for time worked at the rate of time and one half for the first two hours and thereafter at double the ordinary rate.

(2) Overtime and Special Time

No apprentice under the age of 18 years shall be required to work overtime or shift work unless he/she so desires. No apprentice shall, except in an emergency, work or be required to work overtime or shift work at times which would prevent his/her attendance at T.A.F.E.

When an employee, after having worked overtime and/or a shift for which he/she has not been regularly rostered finishes work at a time when his/her usual means of transport is not available his/her employer shall provide him/her with conveyance to his/her home or to the nearest public transport.

An employee who has not had at least ten (10) consecutive hours off duty before recommencing the next shift:

On the instructions of the employer, resumes or continues to work without having had such ten consecutive hours off duty he/she shall be paid at double rates until he/she has had ten (10) consecutive hours off duty without a loss of ordinary working time pay.

Has worked continuously (except for meal and crib times allowed by this Agreement) for sixteen (16) hours shall not be required to continue at or commence work for at least twelve (12) hours. The employer shall also provide transport to the employee's place of residence and if necessary back to work.

The provisions of this subclause shall apply in the case shift workers as if eight (8) hours were substituted for ten (10) hours when overtime is worked:

for the purpose of changing shift rosters; or

where a shift worker does not report for duty and day worker or

a shift worker is required to replace such shift worker; or where a shift is worked by arrangement between the employees themselves.

The pay rates for overtime, weekend and public holidays are outlined in the following table:

Period of work	Pay rate
Monday to Friday - after 8 ordinary hours per day	First 2 hours at 1.5 time Next hours at 2.0 time
Saturday - minimum 4 hours work	First 2 hours at 1.5 time Next hours at 2.0 time

	All work after 12.00 noon at 2.0 time
Sunday - minimum 4 hours work	All hours at 2.0 time
Public Holidays - minimum 4 hours work	All hours at 2.5 time
Recalled to work - minimum 3 hours work	At appropriate overtime rates
Saturday following Good Friday - minimum 4 hours	All hours at 2.5 time

## (3) Weekend Work

An employee working overtime on a Saturday or working on a Sunday shall be allowed a paid crib time of 20 minutes after four hours work, to be paid for at the ordinary rate of pay but this provision shall not prevent any arrangements being made for the taking of a 30 minute meal period, the time in addition to the paid 20 minutes being without pay.

In the event of an employee being required to work in excess of a further four hours, he/she shall be allowed to take a paid crib time of 30 minutes which shall be paid at the ordinary rate of pay.

## (4) Shift Work

For the purposes of this clause:

"Day shift" means a shift commencing between 6am and 8am.

"Afternoon shift" means a shift finishing after 9.00pm and at or before 11.00pm.

"Night shift" means a shift finishing between 11pm and at or before 7.00am.

Where an employee is employed continuously (inclusive of Public Holidays) for five (5) shifts

Monday to Friday, the following rates shall apply:

Afternoon and Night Shift - Ordinary Time plus 50%

In the case of broken shifts (i.e. Less than five (5) consecutive shifts Monday to Friday) the rates prescribed shall be: Ordinary time plus 50% for the first two (2) hours and double ordinary time rates thereafter.

Provided that where a job finishes after proceeding on shift work for more than five (5) consecutive days or the employee terminates his/her services during the week, he/she shall be paid for Afternoon and Night Shift at Ordinary Time plus 50% for the time actually worked.

The ordinary hours of both afternoon and night shifts shall be eight (8) hours daily inclusive of meal breaks.

Where shift work comprises three (3) continuous and consecutive shifts of eight (8) hours each per day, a crib time of 20 minutes duration shall be allowed in each shift, and shall be paid for as though worked. Such crib time shall be in lieu of any other rest period or cessation of work, elsewhere prescribed by this Award.

An employee shall be given at least 48 hours' notice of the requirements to work shift work.

For all work performed on a Saturday or Sunday, the normal rates of pay applicable to weekend overtime shall apply. Provided that an ordinary night shift commencing before and extending beyond midnight Friday shall be regarded as a Friday shift.

All work paid in excess of shift hours, Monday to Friday, other than holidays shall be paid for at double time based on the ordinary rates of pay (excluding shift rates).

The provisions of this Award relating to hours (38-hour week) and leave shall apply to all full-time employees working shift.

## 12. Public Holidays

An employee, other than a casual employee (as defined) shall be entitled to the following holidays without deduction of pay. Provided that if any other day be by a State Act of Parliament or State Proclamation substituted for any of the said holidays, the day so substituted shall be observed, then such day shall be deemed to be a holiday for the purposes of this agreement, for holidays covered by this award: New Year's Day, Australia Day, Good Friday, Easter Monday ANZAC Day, Queen's Birthday, Eight Hour Day or Labour Day, Christmas Day, Boxing Day, Newcastle Show Day or local show day as agreed Picnic Day - 1st Monday in December

Easter Saturday - only an employee who normally works ordinary time, not overtime, on Easter Saturday shall be entitled to an ordinary days pay if Easter Saturday is not worked and not otherwise. All employees who work on Easter Saturday shall be entitled to public holiday penalty rates.

Where an additional or substitute public holiday is proclaimed the existing Award arrangements shall apply.

Provided that:

An employer who terminates the employment of an employee except for reasons of misconduct shall pay the employee a day's ordinary wages for each holiday which falls within 10 consecutive days after the day of termination.

Where any two or more of the holidays prescribed in this Award occur within a 7 day span, such holidays shall for the purpose of this Award be a group of holidays. If the first day of the group holidays falls within 10 consecutive days after termination, the whole group shall be deemed to fall within the 10 consecutive days. Christmas Day, Boxing Day, and New Year's Day shall be regarded as a group.

No Employee shall be entitled to receive payment from more than one employer in respect of the same public holidays or group of holidays.

An employee who has worked as required by his employer the working day immediately before and the working day immediately after such a holiday or is absent with the permission of his employer or is absent with reasonable cause, shall be entitled to payment for the payment the public holiday. An absence arising by termination of employment shall not be reasonable cause.

All employees shall, as far as practicable, be given and shall take Picnic Day and shall be paid therefore eight hours work at the rate of pay prescribed in Clause 10 of this Award.

All work performed on any of the holidays prescribed in this Clause or substituted in lieu thereof, shall be paid for at the rate of double time and a half (ie. 2-1/2 times).

An employee required to work on a holiday shall be afforded at least four hours work or paid for four hours at the appropriate rate.

## 13. Sick Leave

- (a) An employee other than a casual employee as defined who is absent from his/her work on account of personal illness or on account of injury by accident, other than that covered by workers' compensation, shall be entitled sick leave subject to the following conditions and limitations:

He/she shall within 24 hours of the commencement of such absence inform their employer of his/her inability to attend for duty, and as far as practicable, state the nature of the injury or illness and the estimated duration of his/her absence.

He/she shall prove to the satisfaction their employer that he/she was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.

An employee during his/her first year of employment with their employer shall be entitled to sick leave entitlement at the rate of eight (8) hours at the beginning of each of the first ten calendar months. An employee who has completed one (1) year of continuous employment shall be credited with a further ten days sick leave entitlement at the beginning of the employee's second and each subsequent year of service.

- (b) Employees will be allowed a maximum of two (2) days sick leave without a medical certificate. All sick leave beyond 2 days will require a medical certificate for such leave to be paid their employer may agree to accept from the employee a statutory declaration, stating that the employee was unable to attend for duty on account of personal illness or injury in lieu of a medical certificate. Nothing in this subclause shall limit the employer's rights under subclause (a) above.

Sick leave shall accumulate from year to year so that any balance not used shall carry over to the following year. Sick leave may accumulate for a period not exceeding ten (10) years.

If an employee is terminated by an employer and is re-engaged by an employer within a period of six (6) months, then the employee's unclaimed balance of sick leave shall continue from the date of re-engagement.

In such case the employee's next year of service will commence after a total of twelve months has been served from the date of re engagement.

#### **14. Annual Leave**

- (1) Period of Leave

Employees under this Award are entitled to a period of 28 consecutive days leave, including non-working days, (ie. 4 weeks) after 12 months service (less period of annual leave) with the employer. This entitlement to leave is exclusive of public holidays.

In addition to the leave provided for in this subclause, seven day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed seven (7) consecutive days leave including non-working days.

An employer may convert the entitlements to an hourly equivalent (ie. 152 hours or 190 hours respectively) for administrative ease.

- (2) Method of Taking Leave

Where an entitlement to annual leave exists such leave may be taken in such periods, and at such times as agreed between the employer and the employee.

Any request for annual leave (by the employee) shall not be unreasonably refused. In the event of lack of agreement between the parties the matter shall be referred through the Disputes Procedure set out in Clause 20 of this Award.

- (3) Proportionate Leave on Termination

Where an employee has given five (5) working days or more continuous service (other than a casual employee), inclusive of any agreed day off, and he/she either leaves his/her employment or his/her employment is terminated by his/her employer he/she shall be paid any untaken annual leave.

- (4) Broken Service

Where an employee breaks his/her continuity of service by an absence from work without the permission of the employer, the amount of leave to which he/she would have been entitled shall be reduced by one-forty eighth for each week or part thereof during which any such absence occurs and the amount of payment in lieu of leave to which one-twelfth of a week's pay for each week or part thereof during which any such absence occurs. A reduction shall only be made in respect of any absence where the employer informs the employee in writing within fourteen (14) days of the absence.

## (5) Calculation of Continuous Service

The following shall be included as time worked for the purpose of calculation of continued service:

Illness or accident up to a maximum of four (4) weeks after expiration of paid sick leave.

Carer's and Bereavement leave.

Jury Service.

Injury received during the course of employment and up to a maximum of 26 weeks for which he/she received worker's compensation.

Where called up for military service for up to three (3) months in any qualifying period.

Long service leave.

## (6) Leave Payment

Payment for Period of Leave - Each employee, before going on leave, shall be paid in advance the wages which would ordinarily accrue to him/her during the currency of leave.

Annual Leave Loading - In addition to the payment prescribed in this subclause hereof an employee shall receive during a period of annual leave a loading of 17.5% per cent calculated on the employees all purposes rate.

An employee who is granted Annual leave and receives payment subsequent to being transferred from the Construction Site to another work location, is entitled to receive the benefits of this Agreement in respect to the Employee's service on the Project.

## (7) Prohibition of Alternative Arrangements

An employer shall not make payment to an employee in lieu of his annual leave or any part thereof.

**15. Jury Service**

An employee required to attend for jury service shall be entitled to have his/her pay made up by his / her employer to equal his/her ordinary pay as for eight (8) hours per day plus fares whilst meeting this requirement.

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

**16. Carer's Leave**

## (1) Use of Sick Leave

(a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 13, 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.

#### **17. 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 Personal/Carer's Leave in 16(1)(c)(ii), provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (2), (3), (4), (5) and (6) in the said clause 16. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

#### **18. Parental Leave**

Employees shall be entitled to Parental Leave in accordance with the *Industrial Relations Act 1996*.

#### **19. Inclement Weather**

Where a weekly employee/s believes they are experiencing inclement weather conditions the following procedure shall apply:

The employee shall notify their employer that he/she believes he/she is experiencing inclement weather conditions.

The employer will consult with the affected employee/s and inspect the work area/s. In the first instance the employer shall determine whether inclement weather conditions are being experienced and will consult with the affected employee/s seeking their view and, work options available.

Where inclement weather conditions are being experienced the procedure set out in Appendix A shall apply.

Employees shall not be unreasonably held on site.

For the purposes of this clause there shall not be differentiation between weekly and casual employees.

## **20. Disputes Procedure**

Disputes between contractors, sub-contractors or suppliers of supplementary labour and their employees at the site in respect of Awards and/or this Award shall be settled in accordance with the procedure set out below:

- (1) Where an employee or a shop steward has submitted a request concerning any matter directly connected with employment to a foreman, or a more senior representative of management and that request has been refused, the employee may if he/she so desires, ask the shop steward to submit the matter to management and the matter shall then be submitted by the shop steward to the management.
- (2) The principal's representative shall be notified by the employer of the matter under discussion upon it being raised with the management by the shop steward.
- (3) The employer shall respond in writing within 24 hours of the issue being submitted by the shop steward.
- (4) If not settled at this stage, the matter shall be discussed between such representatives of the Union as the Union may desire and the employer, who may be accompanied by or represented by such officers or representatives of an Association of employers as the employer may desire within 48 hours of the matter being referred for discussion.
- (5) If the dispute is not resolved the Labor Council and the principal's representative shall be advised to enable them to assist in a resolution of the dispute.
- (6) Where the parties fail to resolve the dispute with the assistance of the Labor Council, it is agreed that a notification shall be made to the Industrial Relations Commission of New South Wales pursuant to the *Industrial Relations Act 1996* for the express purpose of ensuring all avenues of conciliation and mediation are fully explored.
- (7) If the above process does not resolve the dispute either or both of the parties may refer the grievance to the Industrial Relations Commission of New South Wales for determination, whose determination shall be binding on the parties.
- (8) Work shall continue as normal while the dispute is being resolved. Neither party shall be prejudiced as to the final settlement by the continuance of work in accordance with this Clause.

In the event that any dispute appears likely to remain unresolved or industrial action or blatant breaches of the Award by either party are likely to negate the intent of the Disputes Procedure, which of itself places in jeopardy the continuance of the parties desire to participate in the Award, nothing in this Clause shall restrict a Union or the employer referring the matter to the Industrial Relations Commission of New South Wales or from that body exercising its statutory powers.

## **21. Demarcation Disputes Procedure**

It is recognised by the parties to this Award that because of the nature of this project ie. The mix of work, size of the total work area and location involved, there is a genuine need to have in place a mechanism capable of swiftly dealing with a demarcation issues as they arise.

It is therefore agreed that:

- (1) As work is confirmed, and where potential demarcation problems are evident, full discussion shall take place between the employer (contractor, sub-contractor and/or supplier of supplementary labour) and the appropriate Union representatives. If it is not resolved at this level the Principal's representative shall be immediately informed in writing and he/she shall advise the Labor Council within 24 hours. The Principal's representative shall, where practical take this action at least five (5) working days prior to the actual commencement of the work. The Council, when so advised shall arrange for discussions to take place within the Union movement with a response being provided to the Principal's representative within 48 hours.
- (2) Nothing in this procedure shall operate so as to prevent work from commencing or continuing as contracted, after the expiry of the five (5) working days mentioned in 1. above
- (3) If the matter is not resolved it shall be dealt with in accordance with Clause 20 (5) and (6) Disputes Procedure.
- (4) The parties agree that the outcome of any matter dealt with by the terms of this clause shall not be used as a precedent, reference, example or exhibit in any way whatsoever in matters arising from this work location.
- (5) While this procedure is being followed, work shall continue normally on the basis of the initial or existing allocation of Union coverage. This shall not prejudice the position of any party.
- (6) Should a demarcation dispute arise subsequent to work commencing then the procedure set out in subclauses (1) to (4) above shall be followed excluding the reference to five (5) working days.

Nothing in this clause shall be read to mean that an employer or a Union has abrogated their rights in relation to settlement of any demarcation dispute.

## **22. Living Away - Distant Work**

### (1) Entitlement

The employer shall provided a distant worker with reasonable board and lodging at no cost to the employee or pay the living away form home allowance contained in the contractor's parent Award when employed on the construction site at such distance from the employee's usual place of residence that the employee cannot reasonably return each night.

It shall be considered impractical where the distance travelled exceeds 100km (by the shortest practical route) from the project to the usual place of residence. An employee who works until or beyond 6pm (E.S.T) or (7pm Daylight Saving Time) and who resides between 50km and 100km shall be provided with reasonable board and lodging (or 1/7th of the L.A.F.H.A) for those days.

The employer shall provide an itinerant worker acceptable board and lodging at reasonable cost - (caravan allowance of \$140.00 per week or \$20.00 per day or the cost of the caravan site whichever is the greater).

### (2) Procedure

The employer shall advise applicants for employment of their entitlement under this clause at the time of the interview.

The employer shall determine whether the employee is correctly defined as a "distant worker", "itinerant worker" or "local worker". The appropriate definition shall be shown on the employer's records when the employee completes the "Usual Place of Residence Declaration" (Appendix C) made at the pre employment interview.

An employer shall not, under any circumstances, attempt to persuade or induce applicants for employment to provide a local address as the usual place of residence in an effort to avoid the employer's obligations under this clause.

(3) Disputes

Disputes, arising from application of this clause will be subject to resolution in accordance with Clause 20 Disputes Procedure of this Award. In the event of a dispute all relevant documentation will be made available to the Tribunal dealing with this matter.

(4) Definitions

"Distant Worker" means an employee who has provided satisfactory evidence that due to engagement on the construction site he/she is unable to reasonably return home each night.

"Itinerant Worker" means an employee with no fixed address.

"Local Worker" means an employee whose usual place of residence is within the local area, and where subclause (1) does not apply.

"Usual place of Residence"

The employer shall obtain, and the applicant for employment shall provide a statement in writing of residence, at the time of engagement, provided that documentary evidence of the applicant's usual place of residence, such as a motor driver's licence may be provided and accepted in lieu of the statement in writing.

The employee's usual place of residence and not the place of employment shall determine the applicability of this clause.

An employee shall notify the employer in writing of any subsequent change to his usual place of residence. No subsequent change to an employee's usual place of residence shall entitle an employee to the provisions of this Clause, unless the employer agrees.

"Reasonable Board and Lodging" means lodging in a well kept establishment with three adequate meals per day, adequate furnishings, good lighting and heating, hot and cold running water, in a single or twin room if a single room is unavailable.

"Living Away From Home Allowance," means an allowance payable weekly. Such allowance shall not be wages, provided that in the case of broken parts of a week occurring at the beginning or end of employment, the allowance shall be divisible by seven (7). Provided further, that if the employee satisfies the employer that he/she reasonably incurred a greater outlay than any prescribed the allowance shall be increased to match the outlay.

### **23. Drug and Alcohol Policy**

Contractors, sub-contractors and suppliers of supplementary labour and their employees shall comply with the Mount Arthur North site's Drug and Alcohol Policy which is contained in Appendix D.

Where an employee of a contractor, sub-contractor or supplier of supplementary labour feels that they have been unfairly treated under the site Drug and Alcohol Policy, the grievance shall be processed in accordance with the Disputes Procedure (Clause 20) under this Award.

#### **24. Protective Clothing and Equipment**

(1) Mandatory Equipment

All employees engaged to work on site shall be supplied with appropriate safety footwear and safety helmets before commencing work on a project.

Failure by an employee to use/wear safety equipment and clothing may result in termination.

These items must be worn at all times as instructed during the site induction process.

Helmets must not be painted, drilled or modified in any way.

Damaged and/ or worn footwear and helmets will be replaced on a fair wear and tear basis.

(2) Job - Related Equipment

The employer will supply the following protective equipment/materials for use on specific work tasks:

Factor 30 protective sun screen;

Hearing protection;

Eye protection;

Gloves; Safety harnesses; Gumboots; Hat Brims; Dust Masks;

Iced water and container.

In addition, one (1) pair of UV-rated safety glasses which conform to AS 1337 will be provided to employees who are required to work on reflective surfaces outdoors. Glasses will be replaced on a fair wear and tear basis.

(3) Clothing Issue

Australian made protective clothing will be available to all employees upon commencement with the project.

The protective clothing will be:

2 shirts and 2 pairs of trousers; or

2 shirts and 2 pairs of shorts; or

2 shirts and 2 pairs of bib and brace overalls

Plus 1 warm water-resistant jacket which will be issued between 1 May and 1 September. Electricians will be issued with a wool jacket in lieu thereof.

Provided that the parties agree that in some occupations eg. welding employees it is not appropriate by reason of safety considerations for employees to wear shorts and/or short sleeved shirts. Such employees will be required to wear long trousers and long sleeved shirts.

It is a condition of issue and of employment that the issued equipment shall be worn whilst on site. Replacement of issued equipment that is lost by the employee is the responsibility of the employee.

An employee who resigns within three months of receiving the issue may have the pro-rata cost withheld from his/her final pay.

Replacement of any articles shall be on a fair wear and tear basis provided the worn out item is produced for replacement.

Employees who receive their issue of protective safety footwear as part of their employer's policy will not be entitled to additional issues under this Clause.

In the event that protective clothing is not provided by the employer (contractor, sub-contractor or supplier of supplementary labour) within 24 hours of commencement it will upon request, be provided by the Principal's representative who will charge the employer 125% of cost.

### **25. Testing Electrical Equipment**

All flexible extension cords, portable tools and electrical plant used on voltages above 32 volts must be inspected, tested and tagged monthly by a licensed electrician in accordance with details set out in the Code of Practice.

All extension cords, portable tools, electrical plant brought on to the site by the contractor, sub-contractor or supplier of supplementary labour must bear the correct monthly tag.

Contractors, sub-contractors and suppliers of supplementary labour are required to keep a log book of all inspections of the equipment. The Principal's representative shall be able to inspect these log books on a random basis to ensure that safety requirements are being adhered to.

Any equipment found without a valid inspection tag will be disconnected and the contractor, sub-contractor or supplier of supplementary labour advised to remove the equipment from the site until the equipment has been re-inspected and a new inspection tag attached. No extensions of time will be granted due to electrical equipment not having a valid inspection tag.

All temporary electrical work and installations must conform with the Construction Safety Act (NSW), as amended and as laid down by the Local Supply Authority.

### **26. Union Membership**

To the extent that the appropriate legislation permits, contractors and sub-contractors shall give favourable consideration to the employment of financial members of the appropriate Union respondent to this Award.

Union membership shall not of itself in any way limit the operation of Clause 10 of the Award with respect to the duties of any employee.

### **27. Meetings of Employees to Discuss Award and Related Issues**

One hour per month shall be allowed to employees during ordinary working time to discuss matters related to the operation of this Award and/or other related issues.

This meeting shall commence as near as practicable one hour prior to the normal lunch break observed by the majority of project employees engaged on the project site on an agreed day. Once established, no alteration is to be made to the scheduled date unless otherwise agreed.

Such meetings shall only proceed where a party to this Award with members on site confirms their desire to conduct a meeting at least two (2) days prior to the scheduled date. Any time lost during ordinary working hours by attendance at unauthorised meetings shall not be paid and shall be deducted against the one-hour allowance.

### **28. On Site Register**

(1) All contracts with Contractors include the following terms and conditions:

That all sub-contracts shall be in writing, and

That this Award shall form part of the conditions of such contracts, and bind all such contractors and sub-contractors, and

That sub-contractors will be required to meet all statutory, award and legal obligations for their employees.

That there shall be no 'pyramid subcontracting, all-in-payments, or cash in hand'. Should any suspected deviation from the foregoing be found to exist, the Union concerned will notify the contractor immediately for investigation. If found to be correct, such deviation will be stopped immediately rectified and all statutory entitlements shall be paid.

- (2) Each contractor to keep, on site a register containing information for the contractor, each sub-contractor, supplier of supplementary labour and employee engaged on the site. The Register shall contain the following.

From employees - Prior to commencing work on site employees must provide and certify as correct to their employer, the following information:

Name and address of Employee

Classification and Certificate details

Title and reference number of industrial instrument (refer Clause 10).

Induction date

Start Date on Construction Site

Definition stemming from Clause 22 of this Award

Long Service Leave Number

D.I.R.E. Ticket/permit number/s

Union and ticket number (where applicable and if voluntarily provided)

Superannuation scheme name and employee number

CTAS or equivalent scheme Number

ACIRT, MERT or other redundancy trust fund number

Failure to comply with this clause may result in employees being removed from the Project.

From employers - Prior to commencing work on site employers must provide and certify as correct and current the following information:

Registered business name and address of employer and ACN number

Workers Compensation Policy Number,

Underwriter and Currency Certificate

Public Liability Policy Number,

Underwriter and Currency Certificate

Superannuation Fund Name and employer number

Long Service Leave employer number

Redundancy, Trust name and employer number

Travel and / or living away from home declaration

CTAS or equivalent scheme Number

ACIRT, MERT or other redundancy trust fund number.

Failure to comply with this clause may result in persons being removed from the Project.

An updated copy of the register shall be provided at least monthly by each contractor to the Principal's representative who in turn will provide a copy to the Labor Council. In addition the principal's representative shall be entitled to inspect and/or take copies of the register more often without notice.

### 29. Anti-Discrimination

The company shall not discriminate on the basis of sex, marital status, pregnancy, age, race, religion, colour, national origin, impairment or political conviction.

Entry into the company, selection for specific jobs and career progression will be determined by personal merit and criteria related to the effective performance of the job.

- (1) It is the intention of the parties bound by this award to seek to achieve the object in s3(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:
  - any conduct or act which is specifically exempted from anti-discrimination legislation;
  - offering or providing junior rates of pays to persons under 21 years of age;
  - any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Notes:

- (1) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (2) 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 that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

**APPENDIX A**

**Inclement Weather Guidelines**

The site conditions in the Mount Arthur North Project Consent Award and the Inclement Weather provisions in the National Building & Construction Industry Award set out employees' entitlements in inclement weather.

The following are the steps to be taken in the process of implementing the inclement weather procedure:

Step 1

- 1.1. In consultation with employees a workplace inspection will take place to determine "inclement weather"
- 1.2. If "inclement weather" creates an unsafe situation/circumstance the OH&S Act will apply.

Step 2

The contractor and/or supplier of supplementary labour shall advise the Principal's representative that "inclement weather" exists.

Step 3

The contractor and/or supplier of supplementary labour shall stop work if conditions dictate. When this occurs the following options apply:

- 3.1 Employees return to crib rooms - for training etc, or
- 3.2 Employees are relocated to work in other areas.
- 3.3 In the absence of the delivery of 3.1 and/or 3.2 the provisions of the National Building & Construction Award shall apply.

Step 4

The Principal's representative shall ensure that Contractors, Sub-Contractors and Suppliers of Supplementary Labour have fully complied with the inclement weather procedures prior to any employees leaving site.

**APPENDIX B**

**Authority To Obtain From Dima Details Of Immigration Status**

I:

Family Name:

Given Names:

Date of Birth:

Nationality:

Visa Number:

Passport Number:

Authorise the Department of Immigration and Multicultural Affairs (DIMA) to release by fax to..... (Name of in employer representative) details of my immigration status and entitlement to work legally

Australia.

This information will only be made available to a representative of the Principal at the Mount Arthur North Construction Project and authorised trade union officer on request.

I also understand that the above - named will only use this information for the purpose of establishing and verifying only my legal entitlement to work in Australia and for no other purpose.

Signed: Dated:

Name of employer:

Phone No: Fax No:

Please send or fax this form to:

The Department of Immigration and Multicultural Affairs

Phone: (02) 92584730 Fax: (02) 92584763

**APPENDIX C**

**Declaration of Usual Place of Residence**

I,

Declare that my usual place of residence is (full address):

Telephone Number: ( )

I understand that this Declaration determines, for the duration of my employment on the Mount Arthur North Project, my usual place of residence.

Signed: Dated:

Witness: Dated:

**APPENDIX D**

**Drug and Alcohol Policy**

1.0 Policy

The Mount Arthur North Management Team believes, and it is required by statute, that it should make every reasonable effort to ensure the health and safety of all persons present at the Mount Arthur North Project. Part of that effort is to ensure that persons present at Mount Arthur North are unaffected by the presence of alcohol and other drugs within their system. Mount Arthur North Management Team adopts the view that a process of testing persons, shall provide a reasonable means of ensuring that all persons present at the Mount Arthur North Project are unaffected by the presence of alcohol and other drugs.

2.0 Procedure

This procedure provides for the testing of employees, Contractors and visitors present at the premises of the Mount Arthur North Project.

This Procedure will consider the following issues:

- 1. Policy Statement which governs the formulation of this Procedure.

Overall Objective

Governing Standards

Roles and Responsibilities

Training for Employees

Employee Assistance Program

2. Process for Random Testing.
3. Process for "For Cause" Testing.
4. Process for "Fitness for Work" Testing.
5. Process for Dealing with Positive Test Results.
6. Process for Dealing with Negative Test Results.
7. Audit and Review of the Procedure.

### 3.0 Overall Objective

It is the belief of the Mount Arthur North Management Team, that the testing of employees, for the presence of alcohol and other drugs is an appropriate response by the Principal's Representative to deter inappropriate alcohol and other drug use by employees at the workplace, and to assist in providing a safe work environment as required by the *Occupational Health and Safety Act 1983 NSW*.

Section 15 of the OH&S Act states that "Every employer shall ensure the health, safety and welfare at work of all his employees".

Testing for alcohol and other drugs will be carried out in the following situations:

On a random basis, regular testing of all employees, Contractors, and visitors (random testing).  
If a person has been involved in an accident, incident or "near miss". If drug or alcohol is suspected of being involved, the persons injuries will be taken into account, e.g. "shock".

If a person on a visual inspection is suspected of being under the influence or impaired by alcohol or other drugs (fitness for work).

The Alcohol Testing Procedure is Detailed in Appendix A

the Drug Testing Procedure is Detailed in Appendix B.

### 4.0 Prescribed Medication or Drugs

Definition:

Means any substance prescribed by a Medical Practitioner that has restriction on activities or specific instructions associated with its use.

Any employee who is taking prescribed medication or drugs has an obligation to disclose the details of the medication or drugs related to its use, including the restrictions, to his immediate Supervisor or Senior Official before commencing work on the shift. Alternate work will be made available where possible with regard to medical advice for the period on medication.

Such information will be treated confidentially and only be used to determine if suitable duties can be arranged for that employee, or that it may affect a drug and alcohol test.

For permanent use of prescription drugs if possible alternate medication that minimises any effort on your work capacity shall be sort.

If other medication is not an alternative and you are unable to perform all tasks required, the Employee Rehabilitation Policy shall apply.

#### 5.0 Governing Standards

Where appropriate, the process adopted by Mount Arthur North shall be in accordance with Australian Standard 4308-1995: "Recommended Practice for the Collection, Detection, and Quantisation of Drugs of Abuse in Urine".

The threshold limits for the presence of alcohol and other drugs tested shall be:

Alcohol 0.02 grams per 100ml of blood  
 Amphetamines 300 Ng/ml  
 Barbiturates 200 Ng/ml  
 Benzodiazepines 200 Ng/ml  
 Cocaine 300 Ng/ml  
 Marijuana (THC) 50 Ng/ml  
 Methamphetamines 300 Ng/ml  
 Opiates 300 Ng/ml

#### 6.0 Roles and Responsibilities

EPCM Project Manager and Senior Management Team

Responsible for providing leadership to employees concerning the need for employees to be fit for work, and the safety hazards that are created by them being unfit for work.

EPCM Safety Manager

The Safety Manager is principally responsible for the effective operation of this procedure. At a minimum, the Safety Manager will be trained as the Management's Representative able to undertake alcohol and drug tests. The Safety Manager shall ensure that training in the testing of employees under the Alcohol and Other Drugs Procedure shall be included in the induction of all new employees, visitors and Contractors. They shall also ensure that appropriate training and refresher training is given to employees in both the substance of this procedure and the effects of alcohol and other drugs on the body.

The Safety Manager is responsible for maintaining employee records and leading employee counselling processes.

Occupational Health and Safety Committee and/or Union Delegate

Employee Representatives - have a key role to play to ensure that this Policy is effective. In particular, they are responsible to:

Encourage employees to seek help voluntarily.

Advise employees of their rights and responsibilities regarding this policy.

Support employees undergoing rehabilitation.

Encourage employees to take part in education and training programs.

Employees, Visitors and Contractors

Responsible for the health and safety of themselves and others, in particular by ensuring that they at all times attend, resume and continue to work unaffected or unimpaired by alcohol and other drugs. They

notify a responsible person under this procedure of their concerns that they or another person may be affected by alcohol and other drugs.

## 7.0 Training for Employees

All employees, Contractors and visitors shall receive appropriate training in the operation of this procedure and the effects of alcohol and other drugs on the body, including the risks associated with being affected by alcohol at work. Where appropriate, training concerning the effects of alcohol and other drugs on the body shall be conducted by appropriately trained external providers.

### Employee Assistance Programs

Employee assistance programs are to be encouraged for persons to undertake professional counselling, and to recommend treatment and rehabilitation.

Contracting Organisations are expected to maintain an employee assistance program to support counselling and rehabilitation services to affected employees.

### Confidentiality

Mount Arthur North Management Team will endeavour to ensure that the highest levels of confidentiality are maintained in the application of this Policy. The following minimum conditions shall apply:

- (a) Drug and alcohol testing will be conducted in a private location that maintains the privacy and dignity of the individual;
- (b) Individuals who record a positive result will be treated at all times in a respectful and non-judgemental manner by the Testing Officers;
- (c) The Testing Officers will be required to sign a confidentiality document (refer to Appendix G) prior to engaging in drug and alcohol testing;
- (d) Company records pertaining to all aspects of this Policy shall be regarded as confidential Company information and its use/access/dissemination shall be restricted to persons authorised under Appendix G;
- (e) Welfare and Rehabilitation Programs under this Policy shall be administered in a confidential manner; and  
The Principal's Representative has an expectation that all employees, Contractors and visitors will observe these confidentiality conditions. Employees found to have breached this obligation will be subject to disciplinary action.

## 8.0 Process for Random Testing

All employees of Mount Arthur North Project shall be allocated to a sector for the purposes of random testing. A minimum of 10% of a randomly selected sector shall be tested, the random selection will be via a computer program in Access. Staff, Contractors and visitors who are at Mount Arthur North on the day of testing shall also be included.

Ordinarily, there shall be one random test per month. The day of testing may also change.

Management Representatives shall then notify the relevant trained employees or external testing provider of the requirement for testing.

At the start of the shift upon which the random testing shall take place, appropriate Representatives of Management and Occupational Health and Safety Committee and Union Representation, shall advise

that the randomly selected employees to remain at the Security/First Aid facility for the purpose of undertaking a random test.

Privacy is to be maintained at all times in a manner consistent with the nature of the test being undertaken. When a test is undertaken, only the person being tested, the OH&S and Principal's Representative and an external testing provider where the tests are being conducted by an external provider, shall be present.

For alcohol testing, such a test shall be undertaken by breath analysis unit, in a private area.

For drug testing, a cubicle shall be provided where all taps are taped up and the toilet cistern and bowl coloured with "Blue Loo" or similar product.

For the outcomes of test results please go to Clause 2.5.

#### Random Testing and Prescription and Over the Counter Drugs

1. It is the responsibility of all employees to notify their Supervisor as soon as practicable when they are taking medication. At the time of notification they are to provide a Doctors Certificate or other information stating they are able to perform normal duties while taking the medication. Alternatively, the Medical Certification should detail alternate/modified duties and the length of time of such duties. An employee selected for a random test will disclose to the tester any over the counter or prescription medications he or she is taking.
2. If a positive test result is obtained for medication included in the notification above:
  - (a) He/She will be allowed to continue at work according to his Doctors Certification, pending confirmation by the laboratory that the medication disclosed to the tester is in fact consistent with the drug disclosed.
  - (b) The employee has not Doctors Certificate supporting the medication disclosed they will be transported home. The laboratory test must be consistent with what he has disclosed to the tester. They must return to work and be tested negative or have Medical Certification before resumption of work.

#### 9.0 Process for "For Cause" Testing

A "For Cause" test shall be conducted where any accident, incident or near miss has occurred at Mount Arthur North, and it is suspected that one or more of the people involved in the incident is affected by alcohol or other drugs. Such a declaration shall be made as soon as possible after the incident has occurred. The following procedure shall then apply.

Where the test is being conducted by the Management of Mount Arthur North, the OH&S and Union Representatives that are going to be present at the test shall first test each other. Only if they return a negative test shall they then continue to undertake the tests.

Privacy is to be maintained at all times in a manner consistent with the nature of the test being undertaken. When a test is undertaken, only the person being tested, the OH&S and Principal's Representative, and an external testing provider where the tests are being conducted by an external provider, shall be present.

For alcohol testing, such a test shall be undertaken by breath analysis unit, in a private area.

For drug testing, a cubicle shall be provided where all taps are taped up and the toilet cistern and bowl coloured with "Blue Loo" or similar product.

For consequences of test results please go to Clause 2.5.

#### 10.0 Process for "Fitness for Work" Testing

A "Fitness for Work" test shall be conducted where a person under this procedure observes an employee of Mount Arthur North or a Contractor who appears to be affected by alcohol or other drugs. A person under this procedure may declare this suspicion at any time during the course of the day.

The employee concerned shall be notified of the suspicion of influence or impairment as soon as possible.

If the person concerned agrees to undertake the test voluntarily, such a test shall be undertaken as soon as possible. The person may request any appropriate representation by present during the process. This may include an Employee (Union) Representative or OH&S Committee Member.

#### 11.0 Disputes Regarding Positive Tests

Where the person concerned disputes the view that they are affected by alcohol or other drugs, the employee shall cease work and a meeting shall be convened of equal numbers or Representatives of Management and Representatives of the employee concerned.

This group shall interview the employee concerned to determine if the suspicion of impairment is validly held. Where a majority of the group believe that impairment may be possible, a recommendation shall be made to the employee that they undergo a test. If the employee refuses after receiving the recommendation, they shall be considered to have refused to take the test, and the process contained within Clause 2.5 shall apply.

Any employee called upon to undertake such a test shall have no payment deducted for the time spent undertaking the test. The following procedure shall then apply.

Where the test is being conducted by Management of Mount Arthur North, the employee and Union Representatives that are going to undertake the test shall first test each other. Only if they return a negative test shall they then continue to undertake the random tests.

Privacy is to be maintained at all times in a manner consistent with the nature of the test being undertaken. When a test is undertaken, only the person being tested, the employee and Principal's Representative, and an external provider where the tests are being conducted by an external provider, shall be present.

Employees shall be asked to declare any medication, prescribed or over the counter. Failure to declare that medication which subsequently results in a positive test shall be considered by Mount Arthur North when determining its approach to an employee's "Return to Work Agreement" as set out in Clause 2.5 below.

For alcohol testing, such a test shall be undertaken by breath analysis unit, in a private area.

For drug testing, a cubicle shall be provided where all taps are taped up and the toilet cistern and bowl coloured with "Blue Loo" or similar product.

For consequences of test results please go to Clause 2.5.

#### 12.0 Process for Dealing with Positive Test Results

A positive result is deemed to be one where the result achieved by the test is greater than the levels set out in subclause 5.

##### Confirmation Testing

Positive results from the process of drug testing shall be sent to a laboratory for confirmation analysis and the results to be returned approximately two working days.

Should a person test positive for alcohol, they may request a second test at the conclusion of the group testing.

If the person is not satisfied with this second test, after being transported home, the person can have their levels tested by a local doctor or local hospital at their own expense. The test must be conducted within two hours of the initial positive test result. The doctor carrying out the test signs a statement within two hours of the testing that the levels of the person concerned are below the Australian Standards, then the person will be allowed to return to work in accordance with the provisions of this Clause.

During the operation of this procedure, samples shall be sent to a laboratory for confirmation analysis. This shall test the confirmation procedures and assure negative results.

Results of confirmation testing will be forwarded to the person as soon as they are available. A Chain of Custody Form shall accompany any sample sent to the laboratory.

#### Tampering with Test Sample

Tampering with a sample will lead to disciplinary action.

#### Refusal to Undertake a Test

Refusal by an employee/other to submit to, or cooperate fully with the administration of a drug and alcohol test, will result in that person's Supervisor/Representative being called upon to counsel and encourage them to take the test.

If an employee/other does refuse to undertake a test, it will be treated as a positive result and dealt with in accordance with this subclause.

### 13.0 Mount Arthur North Employees, Contractors and Subcontractors

The following process shall apply to all employees where a positive test is returned through a random testing process, a For Cause test, or a Fitness for Work test.

#### First Positive Test

Result of test entered on employees personnel file.

Employee counselled by appropriate Manager.

Employee to be advised to seek counselling.

Employee to be taken home.

Employee to have access to accrued leave in accordance with the organisations leave practice.

The employee must have a clear test prior to their return to work.

The employee may be required to agree to and sign a "Return to Work Agreement" which will include ongoing monitoring provisions.

#### Second Positive Test (within six months of the first positive test)

Result of test entered on employees personnel file.

Employee counselled by appropriate Manager.

Employee to be advised to seek appropriate counselling, treatment or rehabilitation.

Employee to be taken home.

Employee to have access to accrued leave in accordance with the organisations leave practice.

The employee must have a clear test prior to their return to work.

The employee will be required to agreed to and sign a "Return to Work Agreement" which will include ongoing monitoring provisions. The agreement shall have a term of six months.

Third Positive Test (during the period of the Return to Work Agreement)

Where an employee returns a third positive test, they shall be subject to disciplinary action which could include the termination of employment.

14.0 Process for Dealing with Negative Test Results

Mount Arthur North shall keep a record of the groups of employees that it tests. A summation of the test results, without individual names recorded shall be maintained.

Where an employee returns a negative test result, and they wish to have that result recorded on their personnel file, this shall be done by Mount Arthur North.

15.0 Audit and Review of the Procedure

Every twelve months, a group comprising Representatives of the Occupational Health and Safety Committee, employee Representatives, and Management shall review the effectiveness of this procedure.

16.0 Drug and Alcohol Rehabilitation - Principles and Guidelines

The Principal’s Representative does recognise drug and alcohol dependency as a treatable condition. Persons who suspect they have an alcohol or drug dependency condition are encouraged to seek advise and to take appropriate treatment before their job performance is impaired.

Participation in any rehabilitation program is strictly confidential. Information divulged will only be distributed to those Officers of the Principal’s Representative who have a genuine need for the information.

Treatment programs should be comprehensive and include assessments, awareness creation, education, counselling, treatment, rehabilitation, return to work and after care.

The procedure is to be particularly sensitive to family issues and needs. It is reiterated that alcohol and drug related problems should be considered as health problems and therefore, will be dealt with without discrimination like any other health problem.

**APPENDIX E**

**Alcohol Testing Procedure**

1. Person should be asked to blow into the screening Unit	
If negative	Person advised test is negative and able to return to work
If positive	Perform confirmation breath test after last person tested.
2. If confirmation test performed: If negative	Person advised test is negative and able to return. to work

If positive	Person advised test is positive and result is Conveyed suitable transport.
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This testing method and procedure may be varied to apply a different testing method and procedure due to the existence of updated testing methodologies/products.

#### Voluntary Testing for Alcohol and Drugs

A voluntary alcohol and drug testing station will be made available at the First Aid Centre at the Security entrance to the Mount Arthur North Project Construction Site. This facility will be available between the hours of 6.00 hrs and 8.00 hrs Monday - Friday or when construction activities will be conducted on Weekends.

1. A person may submit themselves for a voluntary alcohol and drug test if they believe they may be above the site threshold limits.
2. If the person is above the site threshold limit they are to notify their Supervisor and they will be transported home and will not be paid for the day.
3. No record of a positive result will be recorded.

NOTE: That a self test result will be not be valid if a person is selected to participate in a "random test" / "fitness for duty test" or a "for cause test" the results from these tests will supersede any self test results . The self test results are not recorded and are for the confidential information of the person who conducted the self test.

## APPENDIX F

### Drug Testing Procedure

#### Urine Testing Process

1. Establish the identity of the person prior to commencement of procedure.
2. Consent signed, person should also declare any drugs they may have taken in the past month.
3. Under supervision the person should remove coats, etc, wash and dry hands.
4. The person chooses a sample jar and is escorted to the toilet. Privacy is ensured.
5. The person is asked to void into specimen jar, preferably  $\frac{3}{4}$  full.
6. Tester checks temperature, read within four (4) minutes.
7. Screening test performed by tester.
8. If the screening test is positive, the sample should then be split between two containers, both of which should be sealed, in the presence of the person being tested, with tamper proof tape. Sample initialled and dated by both tester and person being tested.
9. Chain of Custody Form filled out.
10. Specimens and accompanying laboratory section of the Chain of Custody Form shall be placed together in a biohazard bag and kept in a secure place until transported to the laboratory.

If a positive result occurs with these tests, they must be confirmed by laboratory testing before a positive results is recorded against an employee.

This testing method and procedure may be varied to apply a different testing method and procedure due to the existence of updated testing methodologies/products.

**APPENDIX G**

**Code of Confidentiality (Testing Officer)**

As a nominated tester for this Drug and Alcohol Policy you should be conscious of the sensitive issued involved. From the time of receiving the list of selected names for testing until the process has been completed for the shift, an attitude of neutrality and respect for the individual should be paramount. This may not be easy as the situation may develop, through no faults or yours, into an aggressive environment. It is most important that you do not take on the role of a disciplinarian, you may empathise with the individual but do not sympathise, you must remain neutral. It is not your responsibility to handle the discipline or counselling process, this should be left up to Management.

The integrity of both yourself and the process is dependent primarily upon the manner in which you handle the confidentiality of the whole process. If this is not handled with a great degree of discretion and sensitivity, the pride and well being of the individual may be at risk. It is normal for people working in the medical/first aid areas to commit to a code of confidentiality and this testing process should be included in that code. I would ask you to consider the ethics involved and understand the ramifications of the breach of that code before endorsing your commitment to it.

I  
declare that I will, to the best of my ability and giving due consideration to all of the above, conduct the testing program with all due respect for all individuals involved. I also declare that I will not disclose any Information related to Drug and Alcohol Testing to any persons other than those properly authorised Officers of the Principal’s Representative

Signed:

Date:

Witness:

Date:

**APPENDIX H**

**Groups to be Tested**

Mount Arthur North Project Site

Location  
Administration

10% of the shift randomly selected including staff/Contractors/Subcontractors/visitors  
Civil Works and HV Works

10% of the shift randomly selected including staff/Contractors/Subcontractors/visitors  
Coal Handling and Coal Preparation Plant

10% of the shift randomly selected including staff/Contractors/Subcontractors/visitors  
Industrial Areas

10% of the shift randomly selected including staff/Contractors/Subcontractors/visitors

J. N. REDMAN, Commissioner.

Printed by the authority of the Industrial Registrar.

(1638)

**SERIAL C1269**

## **M5 SOUTH WEST MOTORWAY CONSENT AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Employers First, industrial organisation of employers.

(No. IRC 588 of 2001)

Before Commissioner Cambridge

28 February and 25 May 2001

### **AWARD**

Clause No.	Subject Matter
1.	Title
2.	Date of Operation and Parties Bound
3.	Introduction
4.	Commitment
5.	Contract of Employment
6.	Collector Hours of Work
7.	Payment of Acting Supervisor
8.	Collector Duties
9.	Full-time/Part-time Collector Replacements
10.	Casual Collector
11.	Collector - Overtime and Shift Allowances
12.	Part-time Work
13.	Wage Increases
14.	Performance Bonus

15. Electronic Funds Transfer
16. Rosters
17. Restrictive Work Practices
18. Technological Change
19. Emergency Work
20. Superannuation
21. Annual Leave
22. Sick Leave
23. Long Service Leave
24. Jury Service
25. Bereavement Leave
26. Parental Leave
27. Personal/Carer's Leave
28. Anti-Discrimination and Harassment
29. Occupational Health and Safety
30. Income Protection Insurance
31. Clothing
32. Medical Examinations
33. Hepatitis Injections
34. Training
35. Alcohol and other Drugs
36. Counselling Procedure
37. Union Procedure
38. Dispute Settlement Procedures
39. No Duress
40. No Extra Claims

Appendix "A"

Appendix "B"

### 1. Title

The short title of this Consent Award shall be the "M5 South West Motorway Consent Award",

### 2. Date of Operation and Parties Bound

- 2.1 This Award shall operate on and from 28 February 2001 and shall have a nominal term up until 10 May 2002.

This Award shall be binding upon Interlink Roads Pty Ltd, the Australian Workers' Union and employees who are engaged as toll collectors on the M5 Motorway.

### 3. Introduction

- 3.1 Definitions

"Afternoon Shift" means a shift which starts between 1.00pm and 9.00pm.

"Award" means the Interlink Roads M5 South West Motorway Consent Award.

"Casual Collector" means an Employee engaged to carry out the duties of a collector but who is employed and paid by the hour with no guaranteed hours of work and whose employment terminates at the end of each engagement.

"Collector" means an employee who is engaged to work on a regular basis on a roster designed to cover operations twenty four hours per day, seven days per week fifty two weeks per year and where the Employee is regularly required to work on Saturdays, Sundays and Public Holidays carrying out duties as defined in Clause 8, Casuals may also be employed as Collectors.

"Day Shift" means a shift which starts between 5.00am and 1.00pm.

"Employee" means a person engaged under the terms of this Award.

"Full-time Collector" shall mean a collector engaged on a full-time basis as defined in clause 11 of this Award.

"Holiday" means for the purposes of this Award the Union's Picnic Day being the first Monday in December of each year or any other date agreed between the Union and Interlink (provided that a picnic is held) and the following Public Holidays and any other holidays proclaimed under the relevant legislation from time to time: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, and Boxing Day.

Interlink" means Interlink Roads Pty Ltd.

"Management" means persons engaged by Interlink on a salary basis either in a supervision or management capacity.

"Master Collector Roster" or (Roster) means the roster of working hours and shifts for a typical four weekly Roster Cycle.

"M5" means the M5 South West Motorway as augmented or changed from time to time generally extending from King Georges Road, Beverly Hills to the F5 Freeway south of Campbelltown Road at Prestons.

"Night shift" means a shift which starts between 9.00pm and 5.00am,

"Parties" means Interlink, the Union and the Employees.

"Part-time Collector" shall mean a collector engaged on a part-time basis as defined in Clause 12 of this Award.

"Plaza Assist" means a Collector who is providing assistance to vehicles through automatic lanes at Hammondville Plaza.

"Premises" means all the land on which Interlink carries out Motorway activities.

"Roster Cycle" means a typical four-week period on the Master Collector Roster for the Full-time and Part-Time Collectors.

"Supervisor" means a person engaged by Interlink on a salary basis to supervise the work of Full-Time Collectors, Part-time Collectors and Casual Collectors.

"Union" means the Australian Workers' Union New South Wales.

"Working Week" means:

- (a) For Full-time Collectors, an average of 38 hours per week over each four week Roster Cycle. For each such four-week period, a Collector is required to work 152 hours in accordance with the Roster. The 152 hours will comprise of 8-hour shifts as defined in the Roster.

The Roster may vary from time to time but any changes to the Roster will be agreed with the affected Employees. However, the total 152 hours worked in each Roster Cycle will not fluctuate.

Working hours shall be worked in accordance with the Roster with 0.4 of one hour each 8 hours worked accruing as an entitlement for each Full-time Collector to take an RDO every four-week cycle. A paid RDO shall be taken in accordance with the Roster RDO provisions of this Award.

- (b) For Casual Collectors, a minimum of 3 hours work each shift.
- (c) For Part-Time Collectors, a minimum of fifteen hours per week and a maximum of thirty-two hours per week.

### 3.3 Aims

The Parties have agreed to work together to develop a committed, flexible and skilled work force that is focused on high productivity and safe working conditions in an endeavour to maximise the opportunity for continuous work for Employees by a combination of more flexible manning arrangements, increasing traffic flows and by minimising costs. Interlink recognises that its Employees can play a role in achieving these broad objectives.

In particular the Parties have agreed to the following specific objectives:

- (a) to provide a safe and healthy work place, and where State or National Occupational Health and Safety Standards and Codes of Practice exist they will be adhered to, and regarded as a minimum standard;
  - (b) the empowerment of individuals to make and be accountable for decisions;
  - (c) a strong emphasis on teamwork;
  - (d) the encouragement of innovative action and best practice';
  - (e) to provide a genuine consultation involving Interlink with the Employees and the Union;
  - (f) to focus on the long term satisfaction of Interlink and its customers;
  - (g) to provide and maintain effective communication between Interlink, the Employees and the Union;
  - (h) to focus on improving the quality of service to the public;
  - (i) to provide training to Employees;
  - (j) to ensure that the M5 South West Motorway remains open for 24 hours per day in order to collect tolls;
- to assist with the operation of remote automated Toll Booths when and if required.

## 4. Commitment

The Parties to this Award are committed to ensuring that:

- (a) this Award will lead to real gains in productivity and workplace efficiencies, without any reduction in health and safety standards.
- (b) The Award be observed
- (c) no further increases or decreases in any conditions, including but not limited to rates of pay, to those provided for in this Award will be claimed or paid.
- (d) no stoppage of work or other forms of industrial action will occur at any time.

## 5. Contract of Employment

5.1 Each Employee shall be engaged on either a full-time, part-time or casual basis under one of the following classifications:

Full-time Shift Collector

Part-time Collector

Casual Collector

Full-time and Part-time Employees will be given a minimum period of notice for termination as specified in the *Industrial Relations Act 1996*.

Except that an Employee's employment may be terminated by Interlink without notice for malingering, inefficiency, neglect of duty, misconduct or misappropriation. In such circumstances wages shall only be paid up to the time of dismissal only.

Casual means an Employee engaged and paid as such and whose employment terminates at the end of each engagement.

Interlink may deduct payment for any day or shift or part thereof where an Employee is absent from duty without reasonable cause.

5.2 It is a fundamental term of employment that Employees have to deal with the public and provide friendly, courteous service at all times. Employees shall be required to present a neat appearance to the public at all times and to be punctual and diligent in commencing times for shifts. Failure to so act shall be a ground for determining that the Employee is unsuitable for this work and therefore may be dismissed. Employees engaged as Collectors or Casual Collectors will handle large sums of cash. All such Employees will be subject to regular security and audit procedures during their employment. In the event of any misappropriation of funds the Employee will be liable to dismissal.

5.3 Redundancy

Clause 5.3 shall not apply to Casual Employees.

In the event of an Employees' position becoming redundant, Interlink will apply the redundancy benefits in accordance with the *Employment Protection Act 1982 (NSW)* as amended 1st September 1995. The employer shall pay the following severance pay on termination in respect of a continuous period of service.

(a) 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 and Over	45 years of Age and over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks

3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

"Weeks pay" means the all purpose rate of pay for the Employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances paid in accordance with the (clause/s of this award dealing with these matters),

#### **6. Collector Hours of Work**

Each Full-time Collector shall work an average of 38 hours per week over each four-week Roster Cycle. For each such four-week period, a Full-time Collector is required to work 152 hours in accordance with the Roster. The 152 hours will comprise of 8-hour shifts as defined in the Roster.

The Roster may vary from time to time but any changes to the Roster will be agreed with the affected Employees. However, the total 152 hours worked in each Roster Cycle will not fluctuate.

Working hours shall be worked in accordance with the Roster with 0.4 of one hour each 8 hours worked accruing as an entitlement for each Full-Time Collector to take an RDO, every four week cycle, A paid RDO shall be taken in accordance with the Roster RDO provisions of this Award.

Each Part-time Collector shall work a minimum of fifteen hours per week and a maximum of thirty-two hours per week.

A Casual Collector shall work a minimum of three (3) hours work each shift.

A Collector must be available for all shifts as per the Roster and will work the times prescribed in the Roster and will perform all necessary duties in each Shift. Shift Relief shall take place in the Toll Booth.

In the event of the oncoming Collector not reporting for duty at the normal shift change-over time, the offgoing Collector shall remain on duty for up to a maximum of one hour until relieved. A Collector who remains on duty after his/her shift and is waiting for a Shift Relief for more than fifteen (15) minutes will be paid for the additional time at the appropriate rates. Should relief be required for less than fifteen (15) minutes between two Collectors, the offgoing collector will not be paid any additional payment and the two Collectors shall endeavour to return the relief to the other party between themselves.

After every two hours on duty, Collectors shall take a break of ten minutes duration in the lunch room or other areas as approved by management. As near as possible to the middle of each shift the break shall be extended to thirty minutes for the purposes of taking a meal. All breaks are to be taken at times either when the Supervisor is available to act as a Collector or when the work load suits as determined by the Supervisor on duty.

Collectors will be supervised on each shift by a Supervisor. From time to time a Collector may be required to act in the capacity of Supervisor, at any time a Supervisor may act as a Collector.

#### **7. Payment of Acting Supervisor**

A Collector who is rostered to act in the capacity of a Supervisor shall be paid an additional \$4.00 per hour to the wage rates for a collector defined in this Award for hours worked as a Supervisor. The \$4.00 per hour shall be paid for hours worked only and will not attract any penalty or premium.

#### **8. Collector Duties**

The duties of a Collector include, but are not limited to:

- the swift and accurate collection of tolls ensuring minimal delays to customers,
- the provision of a high level of customer service,

the operation of the manual toll collection system,  
the provision of assistance to customers in automatic lanes,  
the identification and rectification of minor malfunctions in the toll collection equipment,  
to act as Supervisor when required, and  
other duties as reasonably directed by the Supervisor or Controller from time to time.

### **9. Full-time/Part-time Collector Replacements**

Each Full-Time and Part-Time Collector will be required:

to find their own replacement for any shift change;  
the replacement must be approved by the Operations Manager or his nominee;  
the replacement must be an existing employee;

Employees who use the replacement provisions must return the time worked to the other Employee between themselves without any cost to Interlink;

Any Collector who requires a shift change must complete the "Application For Change of Roster Form" (IRF-OPS-008) and have it approved by the Operations Manager or his nominee prior to the shift change occurring.

### **10. Casual Collector**

A Casual Employee is one engaged and paid as such. When a Casual Employee is working ordinary time (i.e. Monday to Friday day shift rate) the Employee shall be paid per hour one thirty-eighth of the appropriate weekly wage rate for Collector prescribed in Appendix "A" for the work which the Employee performs, plus 20 percent, A Casual Employee will be provided with a minimum of 3 hours work each shift.

After every two hours on duty a Casual Collector may take a break of ten minutes duration. If the shift is longer than five hours a Casual Collector may extend the second break to a maximum of thirty minutes for the purpose of taking a meal.

A Casual Employee at the M5 Motorway must be reasonably available for work on call at the discretion of the Management.

### **11. Collector - Overtime and Shift Allowances**

#### **11.1 Full-time Shiftwork**

(a) For all time worked in excess of eight hours per shift, Full-Time Collectors shall be paid at the rate of double time.

However for time worked on a public holiday which is a rostered day off such time worked shall be paid at double time and one half with a minimum payment as for four hours at the appropriate rate.

(b) Where overtime is necessary it shall, wherever reasonably practicable, be so arranged that Employees have at least ten consecutive hours off duty between consecutive days of work. An Employee (other than a Casual Employee) who works overtime between the cessation of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day who has not had at least ten consecutive hours off duty between these times, shall subject to this subclause, be released after completion of such overtime until he/she has had ten consecutive hours off duty without loss of pay.

If, on the instruction of the employer, such employee resumes or continues work without having had ten consecutive hours off duty, he/she shall then be paid at double time until he/she is released from duty for that period, and he/she shall then be entitled to be absent until he/she has had ten consecutive hours off duty, without loss of pay.

- (c) The subclauses (a) and (b) shall not apply when the time worked is by an arrangement between the Employees themselves, or when the rotation of shifts (e.g. afternoon to night) has necessitated work in excess of the ordinary hours as part of a revised roster.
- (d) Collectors will be required to work a reasonable amount of overtime under the terms of this Award.
- (e) Overtime opportunities will be extended to full-time, part-time and casual collectors in the preceding order of priority where overtime will be allocated for an entire shift.
- (f) Collectors who are required to work unscheduled continuous additional hours on any shift for a period of two hours or more after his/her normal finishing time, shall be paid a meal allowance of \$8.00, unless notified on the previous day of the intention to work such additional hours.

## 11.2 Shift Allowances

The shift allowances used in calculating the Full-Time and Part-Time Collectors' weekly wages are:

Day Shift - A shift which starts between 5.00 am and 1.00 pm - Nil.

Afternoon Shift - A shift which starts between 1.00pm and 9.00 pm - 17.5% shift allowance.

Night Shift - A shift which starts between 9.00 pm and 5.00 am - 20.0% shift allowance.

Note: The above shift allowances also apply to Employees employed as Casual Collectors.

## 11.3 Payment For Saturdays, Sundays and Public Holidays

For work performed on Saturdays, Sundays and Public Holidays, the following penalty rates for Full-Time and Part-Time Collectors, including Casual Collectors employed on those days, shall be paid:

Saturdays - at the rate of single time and one half

Sundays - At the rate of double time

Public Holidays - At the rate of double time and one half

Note: Shift allowances, Saturday and Sunday and public holiday penalties are not cumulative.

In calculating wages for a Full-time and Part-time Collector the higher of either the applicable shift allowance or the applicable penalty rate shall apply.

## 12. Part-time Work

- 12.1 "Part-time Collector" shall mean an employee, other than a "Casual Collector" as defined in Clause 10 of this Award engaged to work rostered regular hours each week with a minimum engagement of fifteen hours per week and a maximum of thirty-two hours per week. Such roster shall show the starting and ceasing times and the days upon which an Employee is engaged to work as well as the number of hours to be worked each week or as otherwise arranged by mutual agreement.
- 12.2 The ordinary daily working hours shall be worked continuously excluding meal breaks, and shall not be less than three (3) hours or more than eight (8) hours on any one day.

- 12.3 Part-Time Collectors who work a minimum of four (4) consecutive ordinary hours on any day shall be entitled to a rest pause of ten (10) minutes duration without loss of pay during the first four (4) hours, and a further rest pause of ten minutes where eight hours are worked consecutively on any one day. Such rest pause shall be taken at such times as will not interfere with the continuity of work where continuity in the opinion of the employer is necessary provided that where more than five (5) hours are to be worked such Employees shall be entitled to an unpaid meal break of not less than thirty minutes nor more than one hour as shown in the roster to be taken between the fourth and fifth hour,
- 12.4 A Part-Time Collector shall be paid an hourly rate equal to the appropriate weekly rate prescribed in Appendix "A" for the Collector and divided by 38, and in addition shall be entitled to a pro-rata payment of the shift premium where appropriate.
- 12.5 A Part-time Collector shall be entitled to annual leave, sick leave, long service leave, bereavement leave and all statutory holidays on the same basis as Full-Time Collectors on a proportionate basis calculated on the ordinary hours of work, worked in accordance with subclause 12.1 hereof.
- 12.6 A Part-time Collector who works more than eight hours in any one day or more than thirty-two (32) in any one week shall be paid overtime in accordance with Clause 11 of this Award.

### **13. Wage Increases**

The parties to this Award have agreed that a wage increase of 2% will be paid on 11 May 2000 and further increases of 2% will be paid at 6 monthly intervals from that date in accordance with Appendices A and B to this Award.

### **14. Performance Bonus**

The parties agree that a mutually acceptable performance linked bonus system will be put in place as soon as possible.

### **15. Electronic Funds Transfer**

All wages will be paid by means of electronic funds transfer into a bank account designated by each Employee. Bank charges are the responsibility of each Employee having been taken into account in setting rates of pay prescribed in this Award.

### **16. Rosters**

The Parties agree to review the roster during the life of this Award each 6 monthly period. Roster changes, if any, to improve efficiency of operations or working conditions will be implemented after consultation with Employees and the site delegate.

### **17. Restrictive Work Practices**

It shall be a key function of all Employees to:

- (a) Formulate an action plan aimed at the elimination of any restrictive "work" practice; and
- (b) carry out the action planned,

### **18. Technological Change**

The Parties to this Award accept that during the life of this Award it may be necessary to discuss technological change, within the operations. If this situation arises all Employees and the site delegates will be kept informed on any proposed changes.

### **19. Emergency Work**

The Parties to this Award agree that during the life of this Award it may be necessary to change the hours of work for certain Employees who may be required to work extended hours during an emergency. Employees who are required to work extended hours after ordinary ceasing time shall be paid at overtime rates.

## 20. Superannuation

Interlink shall pay the Trustee of the Australian Superannuation Employment Trust Fund or the Australian Public Superannuation Fund (APS), on behalf of each Employee, a contribution of an amount as prescribed by the Superannuation Guarantee Administration Act, from time to time. Such fund shall be nominated by the employee. Contributions shall be payable from the date of the commencement of employment of the Employee.

## 21. Annual Leave

See *Annual Holidays Act 1944*.

### (i) Full-Time/Part-Time Collectors

In addition to the leave specified under the *Annual Holidays Act 1944* after twelve months continuous service Full-time and Part-Time Collectors shall be entitled to an additional week of annual leave.

After 12 months of continuous service a 17 1/2% annual leave loading shall be paid to Full-Time Collectors and Part-Time Collectors (pro-rata), such monies to be paid at the time of taking annual leave or at the time of termination of employment.

Where Full-Time and Part-Time Collectors take annual leave, they will be paid the 17 1/2% annual leave loading or their shift loading when the shift loading is greater than the 17 1/2% annual leave loading.

Where a statutory holiday occurs during a period of the Employee's annual leave, there shall be added to the Employee's annual leave an extra day for each such day so occurring.

### (ii) Casual Collectors

The one-twelfth annual leave entitlement payable to Casual Collectors under the *Annual Holidays Act 1944* as amended will be calculated and paid weekly under this Award.

The annual leave entitlement is calculated by first multiplying the Employee's ordinary time earnings (day shift rate for ordinary hours worked Monday to Friday) by 20% and then multiplying by the number of ordinary hours worked and dividing by 12.

## 22. Sick Leave

A Casual Collector is not entitled to Sick Leave. Sick leave applies only to Full-time and Part-time Collectors.

A Collector, after three months' continuous service, who is absent from work by reason of personal illness or personal injury, shall be entitled to paid sick leave subject to the following conditions and limitations.

- (a) The Employee shall where practicable prior to but definitely within twenty-four hours of the commencement of such absence inform Interlink of his/her inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of absence.
- (b) If an Employee is unable to attend duty for in excess of two continuous days, the Employee shall prove to the satisfaction of Interlink, by the production of a medical certificate or other evidence satisfactory to Interlink, that he/she was unable on account of such illness or injury to attend for duty on the days for which sick leave is claimed.
- (c) An Employee shall be entitled to sick leave of up to eighty ordinary hours (80) for each year of employment which shall accumulate from year to year. No payments will be made in lieu of untaken sick leave. Sick leave shall be paid at the Employees ordinary hourly rate of pay.

### 23. Long Service Leave

The *Long Service Leave Act* 1955, shall apply.

### 24. Jury Service

Casual Collectors are not entitled to any paid Jury Service.

Collectors required to attend for jury service during rostered working hours shall be reimbursed by Interlink an amount equal to the difference between the amount paid in respect of attendance for such jury service and the ordinary wages the Employee would have received had the Employee not been on jury service. An Employee shall notify Interlink as soon as possible of the date upon which attendance for jury service is required. Further the Employee shall give Interlink proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

### 25. 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.

Provided further, such Collectors shall be entitled to a maximum of two days, leave without loss of pay on each occasion and on production of satisfactory evidence of the death outside Australia of a Collector's husband, wife, father or mother, and where such Collector travels outside of Australia to attend the funeral.

- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in 27 (1) (c) (ii), provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses 2, 3, 4, 5 and 6 in the said clause 27. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

### 26. Parental Leave

Parental leave includes maternity leave, paternity leave and adoption leave.

Maternity leave is leave taken by a female employee in connection with the pregnancy or birth of a child. Maternity leave consists of an unbroken period of 52 weeks.

Paternity leave is leave taken by a male employee in connection with the birth of a child of the employee or of the employee's spouse. Paternity leave consists of:

- (a) An unbroken period of up to one week at the time of the birth of the child or other termination of the pregnancy (short paternity leave), and
- (b) A further unbroken period of 51 weeks in order to be the primary care giver of the child (extended paternity leave).

Adoption leave is leave taken by a female or male employee in connection with the adoption of a child under the age of five years, Adoption leave consists of:

- (a) An unbroken period of up to three weeks at the time of the placement of the child with the employee (short adoption leave), and
- (b) A further unbroken period of 49 weeks in order to be the primary care giver of the child (extended adoption leave).

Full time, part time and regular casual employees are entitled to parental leave.

A regular casual employee is a casual employee who works for Interlink on a regular and systematic basis and who has a reasonable expectation of ongoing employment on that basis.

Full time and part time employees are entitled to a total of 52 weeks unpaid parental leave in connection with the birth or adoption of a child on the completion of 12 months continuous service with Interlink.

A regular casual employee is entitled to a total of 52 weeks unpaid parental leave in connection with the birth or adoption of a child on the completion of 24 months of continuous service with Interlink.

The *Industrial Relations Act* 1996, Chapter 2, Part 4, Divisions 1 and 2, shall apply.

## **27. Personal/Carer's Leave**

Casual Collectors are not entitled to any Personal/Carer's Leave.

### 1. Use of Sick Leave:

- (a) An Employee, other than a Casual Employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the Employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 22, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (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 the 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 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 the 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 "makeup 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 has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union to participate in negotiations.

### **28. Anti-Discrimination and Harassment**

- 28.1 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 on the grounds of race, sex, marital status, disability, homosexuality, transgender identity age and responsibilities as a carer.
- 28.2 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.
- 28.3 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 or unlawful discrimination or harassment.
- 28.4 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 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.
- 28.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

#### NOTES

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

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

### 29. Occupational Health and Safety

The Parties agree that every effort will be made to ensure that everyone is provided with a safe and healthy place in which to work, and that compliance is made with all relevant legislation codes and standards. The provisions of the *Occupational Health and Safety Act* 1983 provides the standards of occupational health and safety to be observed by the Parties to this Award.

It is recognised that safety is a team commitment involving Managers, Supervisors and Employees working together through consultation and cooperation.

The rights and responsibility of all personnel to express their concern over safety in the workplace and to expect those rights and responsibilities to be addressed is recognised and supported.

Health and Safety Committees will be given every reasonable assistance to do their duties.

Information, instruction and training in safe methods of work, relevant legislation, safety procedures, etc will be provided to all Employees.

Interlink shall provide and the Employee shall wear and use protective clothing and safety equipment nominated by Interlink from time to time. The Employee shall request any additional protective clothing or safety equipment required in addition to normal issue and Interlink shall not refuse any such reasonable request. Protective clothing and safety equipment shall remain the property of Interlink.

Adequate first aid facilities shall be maintained by Interlink in accordance with the *Occupational Health and Safety Act* 1983 and its regulations, as amended. All Supervisors will be trained to perform first aid duties.

### 30. Income Protection Insurance

Interlink will provide sickness and accident income protection insurance for all full-time and part-time collectors. Interlink will provide this coverage through the Kanosei Sickness and Accident Income Protection Plan or equivalent.

Interlink will contribute 1% of each full-time and part-time collectors' ordinary weekly wages as prescribed in Appendix A, to provide this income protection.

### 31. Clothing

#### 31.1 Uniform For Collectors

Upon successful completion of probationary period, Interlink shall issue each Collector with an initial issue of uniform, protective and safety items.

Every Collector shall be provided with the following:

3 Polo Shirts

2 Shorts

2 tracksuit pants

2 tracksuit jackets

1 Sloppy Joe

1 set of wet weather gear

2 pairs of safety shoes

1 pair sunglasses

1 cap and/or brimmed hat

1 Safety Vest

Such items shall be replaced or exchanged on a one for one basis as required to maintain a proper presentation in the workplace with a minimum replacement period of 12 months and a maximum period of two (2) years. Items subject to unfair wear and tear in the workplace beyond the reasonable control of the employee shall be replaced as soon as practicable at no cost to the employee.

Should an employee misplace the issue of wet weather gear provided, the employee shall bear the cost of replacement.

Where an employee has been provided with uniform clothing under this clause the employee shall wear the uniform provided for them whilst they are on duty. They shall not wear any clothing in substitute for the provided uniform.

Collectors on duty shall present a neat and tidy appearance.

Such uniforms shall remain the property of Interlink and shall not be worn other than when on duty or in transit to and from work. When replaced by a new issue all replaced items of uniform shall be returned to Interlink.

Where an Employee for no good reason fails to return items of issued clothing, Interlink may deduct an amount of \$50 from the Employee's termination pay, excluding annual leave or long service leave payments.

Each Collector is responsible for laundering and maintaining uniforms in a presentable condition. The laundering allowance of \$8.00 per week is included in the rates of pay for all classifications.

### **32. Medical Examinations**

In addition to the pre-employment examination, Interlink will arrange for general medical examinations of Employees covered by this Award every twelve months and in addition, lead level and audiogram testing will be conducted every twelve (12) months.

There will be no Extra Payment to an Employee to attend these medical examinations which will be carried out during normal working hours on the following basis:

All costs of medical checks will be borne by Interlink,

Interlink will maintain records of the medical checks,

The medical records shall be made available to the Employee concerned,

A copy of the medical record is to be forwarded to the Employee's treating doctor on request,

With the Employee's authorisation information relevant to worker's compensation or occupational health and safety is to be forwarded to the Occupational Health and Safety Committee, and

In all other circumstances information contained in the medical records is to remain confidential.

### **33. Hepatitis Injections**

As part of annual medical tests, Collectors may choose to undergo a blood test to check Hepatitis immunity levels. If an employee requires Hepatitis vaccination, Interlink will bear the costs of the Hepatitis vaccination injections only and not consultation costs.

### **34. Training**

Interlink will provide a real and genuine commitment to training and education to improve workforce skills and understanding of work related programmes. This training and education will be carried out after consultation with the employees and the site delegate predominantly during normal working hours.

### **35. Alcohol and Other Drugs**

It is agreed that no person will be allowed to enter the workplace if the person is under the influence of alcohol or any other substance which impairs the person's work, or is likely to create an unsafe working environment. The Interlink Manager or his delegate may if he has a reasonable suspicion that an Employee is under the influence of alcohol or any other foreign substance, direct the Employee to leave the workplace. If the Employee refuses to leave the workplace, the matter will be referred to the Safety Committee.

The Employee as directed, will not be paid for the remainder of the day or shift. The Employee if rostered should report for work the following day if in an appropriate state.

### **36. Counselling Procedure**

With the object of retaining good Employer/Employee relations, no Employee will be dismissed (except for misconduct which would justify instant dismissal) unless the following procedures have been followed:

- 36.1 First Counselling (verbal): if management considers an Employee to be unsatisfactory for any reason, the Employer shall inform the Employee of the unsatisfactory nature of the Employee's conduct or capacity, giving the Employee the right to respond. If the Employee so requests, a witness of his/her choosing may be present.
- 36.2 Second Counselling (written): If the management is of the opinion that the Employee continues to remain unsatisfactory, the Employer shall again discuss with the Employee, in the presence of a witness if requested, the unsatisfactory nature of the Employee's conduct or capacity and advise the Employee that continuation of such unsatisfactory conduct or capacity may lead to dismissal. This second counselling will be committed to in writing by management with the Employee requested to sign acknowledgement.
- 36.3 Third and Final Counselling (written) If, after the two (2) counselling sessions, the employer still considers the Employee to be unsatisfactory and in the presence of a witness of the Employee's choosing, the Employee will again be counselled and advised that a continuing failure on his/her part to rectify the unsatisfactory nature of performance will lead to dismissal. This final counselling will be committed to in writing by management with the Employee being requested to sign the document.

### **37. Union Procedures**

#### **37.1 Entry**

Interlink will observe the right of Union officials to enter the Premises in accordance with Chapter 5, Part 7, of the *Industrial Relations Act* 1996. However the Union Official will report to the office and advise Interlink Management of the purpose for the visit prior to entering the work area.

#### **37.2 Delegates**

Interlink recognises the right of its Employees to have proper representation in their dealings with Management. The site delegate shall be allowed the necessary time during working hours to discuss with Interlink or its representative any matter affecting the Employee whom they represent. Such discussions should be arranged for times which are convenient to both parties. Before a delegate moves away from their area of work or commences to work on union business, permission must first be obtained from the Supervisor who shall not unreasonably refuse such a request.

A site delegate must obtain permission from their Supervisor before leaving their place of work for any meeting.

Leave with pay may be granted to site delegates for Union duties on request from the State Secretary or relevant organiser of the Union and at the discretion of Interlink having regard to work requirements.

### 37.3 Trade Union Training

Authorised delegates of the Union party to this Award who are nominated by the Secretary of the Union to attend a training course or programme conducted by the Union party to this Award shall be granted 40 hours per annum leave of absence while attending such course or courses provided that:

at least two weeks prior to attendance at the course or courses Interlink receives a written notice of the nomination from the Union Secretary setting out the times, dates, content and venue of the course,

Leave of absence granted shall be counted as time worked for the purpose of annual leave, sick leave and long service leave. Delegates attending shall receive their normal rate of pay whilst on such leave.

### 38. Dispute Settlement Procedures

The Parties agree to facilitate the constructive and speedy resolution of any issue of concern at the workplace and recognise that this commitment is critical to maintaining harmonious relations between Interlink and its Employees. Subject to the provision of the *Industrial Relations Act 1996*, any dispute shall be dealt with in the following manner;

if an Employee has a grievance arising out of his or her employment with Interlink, the Employee shall notify the Manager of the substance of the grievance, request a meeting with that person and state the remedy sought.

If the matter cannot be resolved between the Employee or the Employee's representative and the Manager, it shall be referred to the Human Resources Manager or other officer nominated by Interlink who will then arrange for the matter to be discussed with the Union organiser. Where appropriate or deemed necessary, the Employee may elect to seek the assistance of his/her workplace delegate.

If the matter is still not resolved, the Employee may request the Human Resources Manager to refer the grievance to the General Manager and the Secretary of the Union,

All Parties must use their best efforts to resolve the grievance expeditiously and to the satisfaction of the Parties.

If the grievance is not resolved by the above process, the Parties may refer the grievance:

- (a) as a question, dispute or difficulty in respect of the Award, to the Industrial Relations Commission of New South Wales as an industrial dispute; or
- (b) to the Industrial Relations Commission of New South Wales in Court Session for a binding declaration of right under section 154.

Whilst the above procedures are being carried out, work will continue as it did prior to the grievance arising and no stoppage of work or any other form of limitation of work shall occur. Neither Party shall be prejudiced as to final settlement by the continuation of work in accordance with this clause.

### 39. No Duress

The Parties declare that this Award was not entered into under any duress.

### 40. No Extra Claims

Neither the Union, nor any Employee shall make any claim against Interlink for any increase in rates of pay or allowances or make any other claim during the life of this Award.

Signed for and on behalf of: The Australian Workers' Union New South Wales.

Signature of witness:

Signature of Union Secretary:

Name of Witness (print):

Name of Union Secretary:

SIGNED for and on behalf of: Interlink Roads Pty Ltd. In Inc presence of:

Signature of witness:

Signature of General Manager:

Name of witness (print):

Name of General Manager

**APPENDIX "A"**

Classification	Rate Before Commencement Of Award	No: 1 Wage Increase 2%	No: 2 Wage Increase 2%	No: 3 Wage Increase 2%	No: 4 Wage Increase 2%
Full -Time Collector	\$554.33 Per week	\$565.42 Per week	\$576.73 Per week	\$588.26 Per week	\$600.02 Per week
Part-Time Collector	Pro-Rata Collector Rate	Pro-Rata Collector Rate	Pro-Rata Collector Rate	Pro-Rata Collector Rate	Pro-Rata Collector Rate
Casual Collector	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
The Casual Collector Hourly Rate Defined Herein Includes the 20% Casual Loading	\$17.51 Per hour	\$17.86 Per hour	\$18,22 Per hour	\$18.58 Per hour	\$18.95 Per hour

**APPENDIX "B"**

Classification	Rate Before Commencement of Award	No: 1 Wage Increase 2%	No: 2 Wage Increase 2%	No: 3 Wage Increase 2%	No: 4 Wage Increase 2%
Full-Time/ Part-time Collector	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Day, Shift Afternoon	\$14.5876	\$14.8793	\$15.1769	\$15.4804	\$15.7900

Shift Including 17.5% Loading	\$17.1404	\$17.4832	\$17.8328	\$18.1894	\$18.5531
Night Shift Including 20% Loading	\$17.5051	\$17.8552	\$18.2123	\$18.5765	\$18.9480
Saturday Work including 50% Loading	\$21.8814	\$22.3190	\$22.7654	\$23.2207	\$23.6851
Sunday Work Including 100% Loading	\$29.1752	\$29.7587	\$30.3538	\$30.9608	\$31.5800
Public Holiday Including 150% Loading	\$36.4690	\$37.1984	\$37.9423	\$38.7011	\$39.4751

I. W. CAMBRIDGE, Commissioner.

Printed by the authority of the Industrial Registrar.

(1601)

**SERIAL C1451****MOUNT ARTHUR NORTH CONSENT AWARD 2001**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Industry Group New South Wales Branch, industrial organisation of employers.

(No. IRC 219 of 2002)

Before The Honourable Mr Deputy President Harrison

31 January and 5 February 2002

**VARIATION**

1. Delete the paragraph titled Excess Fares and Travel, from subclause (5) Allowances, of clause 10, Wage Rates, Groupings and Allowances, of the award made 3 October 2001 and insert in lieu thereof the following:

## Excess Fares and Travel

Employees who reside and travel by road for more than 50 km from the site shall be paid a minimum travel time payment of 30 minutes each day. If the time spent travelling beyond 50 km totals more than 30 minutes each day, then the additional time beyond the 30 minutes minimum is paid for in 15 minute increments.

Mileage of 35c/km is payable to the driver of the vehicle required to travel more than 50 km. This 35c/km payment shall not apply where the company provides or offers to provide transport to and from site.

2. Insert at the end of subclause (7), Superannuation, of the said clause 10 the following new paragraph:

An employee engaged on-site from time to time for less than a completed week of employment shall have his/her employer funded superannuation contributions "topped up", where necessary, on a daily basis, calculated by dividing the relevant rate above by five (5). Such payments shall not apply where an employee's employer funded contribution under the Superannuation Guarantee Charge exceeds the weekly contribution rate under this clause.

3. Insert at the end of subclause (8), Termination Pay, of clause 10, the following new paragraph:

An employee engaged on site from time to time for less than a completed week of employment shall be paid \$1.80 per hour "flat" for all ordinary hours worked to a maximum of thirty-eight (38) ordinary hours per week, in lieu of the required contributions on behalf of employees into ACIRT or other approved Occupational Redundancy Fund. Such amounts are to be shown separately on the employee's pay advice.

4. Insert at the end of subclause (4), Definitions, of clause 22, Living Away - Distant Work, the following new paragraph:

The allowance payable pursuant to this clause shall be in substitution for additional payments provided to employees for travel to and from the Project, i.e., payments available under "Excess Fares and Travel" in clause 10(5).

5. This variation shall take effect on and from 16 January 2002.

R. W. HARRISON *D.P.*

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Printed by the authority of the Industrial Registrar.

(1601)

**SERIAL C1452****MOUNT ARTHUR NORTH CONSENT AWARD 2001**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Industry Group New South Wales Branch, industrial organisation of employers.

(No. IRC 2837 of 2002)

Before The Honourable Mr Deputy President Harrison

3 June and 20 June 2002

**VARIATION**

1. Delete the paragraph titled Meal Allowance, of subclause (5), Allowances, of clause 10, Wage Rates, Groupings and Allowances, of the award made 3 October 2001, as varied, and insert in lieu thereof the following:

## Meal Allowance and Crib Time

Where an employee is required to work overtime for at least one and a half hours after the completion of ordinary hours, they shall be paid by his/her employer an amount of \$9.30 to meet the cost of a meal. This provision shall not apply to an employee who is provided with board and lodgings and provided with a suitable meal.

Where an employee is required to work overtime after the completion of ordinary hours for two hours or more, they shall be paid by his/her employer an amount of \$17.90 to meet the cost of a meal in lieu of any other applicable meal allowances and crib times, and thereafter after each four hours of continuous work.

2. This variation shall take effect on and from 17 May 2002.

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(259)

**SERIAL C1372**

# MALTHOUSES (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 3448 of 2002)

Before Commissioner Tabbaa

28 June 2002

## VARIATION

1. Delete Part B, Monetary Rates, of the award published 7 December 2001 (330 I.G. 25), and insert in lieu thereof the following:

### PART B

#### MONETARY RATES

**Table 1 - Wages**

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.

Classification	Wage Total
Malthouse Employee	461.40

**Table 2 - Other Rates and Allowances**

Item	Clause Number	Description	Amount \$
1	2.2	Shift Worker	40.60
2	2.3	Leading Hand	26.40
3	2.4	Laundry Allowance	6.00
4	2.5	Flat Rate Allowance	8.00

2. This variation shall take effect from the first pay period to commence on or after 13 July 2002.

I. TABBAA, Commissioner.

Printed by the authority of the Industrial Registrar.

(705)

**SERIAL C1369**

## MISCELLANEOUS WORKERS - GENERAL SERVICES (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 3504 of 2002)

Before Commissioner Tabbaa

28 June 2002

### VARIATION

1. Delete subclause (v) of clause 6, Wages, of the award published 1 October 1999 and the reviewed award published 8 December 2000 (320 I.G. 1078) and insert in lieu thereof the following:
  - (v) 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 over award payments; and/or
    - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
  
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

### PART B

#### MONETARY RATES

Adult Basic Wage: \$121.40 Per Week

**Table 1 - Wages**

Classification	Former Rate \$	SWC 2002 \$	New Rate \$
Tea Attendant - Level 1	430.10	18.00	448.10
Cleaner	448.00	18.00	466.00
Lift Attendant	448.00	18.00	466.00
Caretaker rel: 92.4%	473.35	18.00	491.35

**Table 2 - Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	7(i)	Leading Hand: 1-5 employees	20.90
2	7(i)	Leading Hand: 6-10 employees	23.80
3	7(i)	Leading Hand: 11 or more employees	31.00
4	7(ii)	First-aid Allowance	11.40 per week
5	7(ii)	First-aid Allowance	2.28 per day
6	7(iii)	Qualification Allowance	14.00 per week
7	7(iii)	Qualification Allowance	2.79 per day
8	7(v)(a)	Locomotion - Motor cycle or other motor vehicle	20.10 per week
9	7(v)(a)	Locomotion - Bicycle	1.82 per shift

10	7(v)(b)	Laundry Allowance	1.26 per shift
11	8(ii)(a)	Broken Shift	9.79 per shift
12	8(ii)(b)	Excess Fares Allowance	7.90 per week
13	9(iii)	Cleaning Windows Height: each window	0.60
14	9(iv)	Cleaning from Ladder : each window	0.60
15	15(ii)	Meal Allowance	6.89

3. This variation shall take effect from the beginning of the first pay period to commence on or after 13 September 2002.

I. TABBAA, Commissioner.

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## 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 3503 of 2002)

Before Commissioner Tabbaa

28 June 2002

**VARIATION**

1. Delete clause 6, Wages, of the award published 8 December 2000 (320 I.G. 1171), as varied, and insert in lieu thereof the following:

**6. Wages**

- (i) The minimum adult weekly rates of pay for each classification is as set out in Table 1 - Wages, of Part B, Monetary Rates.
- (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 over award payments; and/or
- (b) a ward wage increases since 29 May 1991 other than Safety Net, State Wage Case, and Minimum Rates Adjustments.
- (iii) Junior Employees - The minimum rates of pay to be paid to junior employees shall be the following percentages of the appropriate adult rate of pay prescribed in subclause (i), Weekly Employees, of his clause:

	Percentage per week
Under 18 years of age	70
At 18 years of age	100

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

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

		Weekly Rates For Full Time Employees		
		A	B	C
Award Classification	Relativity to Metal Industry Tradesperson	Former Rates Per Week \$	SWC 2001 Per Week \$	Total Rates Per week \$
Parking Attendant	82.0%	430.10	18.00	448.10

**Table 2 - Other Rates And Allowances**

Item	Clause No.	Brief Description	Amount Payable \$
1	6A(i)(a) & (b)	Meal Allowance	7.00 per meal
2	6A(i)(c)	Employee in Charge Allowance	26.50 per week

3	6A(i)(d)(1)	First Aid Allowance - Weekly Employee	11.90 per week
4	6A(i)(d)(2)	First Aid Allowance - Other Employee	2.35 per shift
5	6A(i)(e)(1)	Laundering Allowance - Weekly Employee	9.30 per week
6	6A(i)(e)(2)	Laundering Allowance - Other Employee	1.85 per shift

3. This variation shall take effect from the first full pay period commencing on or after 9 July 2002.

I. TABBAA, Commissioner.

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(241)

**SERIAL C1378**

**RETAIL SERVICES EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 3174 and 3175 of 2002)

Before The Honourable Justice Glynn

17 June 2002

### VARIATION

1. Delete subclause (d) of clause 6A, State Wage Case Adjustments, of the award published 30 June 1995 and the reviewed award published 5 October 2001 (328 I.G. 261), as varied, and insert in lieu thereof the following:
  - (d) 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 Table 1 - Total Rates, of Part B, Monetary Rates, and insert in lieu thereof the following:

**Table 1 - Total Rates**

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

3. Delete Table 2 - Other Rates and Allowances, of the said Part B, and insert in lieu thereof the following:

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	5(B)(iii)(a)	Broken Shift Allowance	10.14 per shift
2	5(B)(iii)(b)	Excess Fares Allowance	6.60 per week

3 4	8(i)	Leading Hands 1 to 5 employees 6 to 10 employees	Per Week 21.00 23.80	Per day 4.20 4.76
5 6	8(ii)	First-aid Allowance	11.50 per week 2.30 per day	
7 8	8(iii)	Qualification Allowance	14.10 per week 2.82 per day	
9 10	8(iv)	Gun Allowance Maximum payment of	1.62 per shift 8.10 per week	
11	8(v)	Use of multi-purpose machines and other mobile sweeping machines, mechanical equipment, operate fork lifts	1.82 per shift	
12 13	8(vi)	Refuse disposal (Retail Services Assistant) maximum payment of	0.73 per hour 14.60 per week	
14 15	8(vii)	Toilet cleaning, work on outside steps, marble, brass, etc., which necessitates kneeling	7.30 per week 1.46 per day	
16	8(xi)	Horticultural Certificate Course	14.10 per week	
17	9	Retail Building Assistant provided with accommodation	deduction of not more than 11.30 per week	

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

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	5(a)	Night interval employees	1.82 per shift
2	5(a)	Night interval employees (working one night per week)	2.86 per shift
6	14(c)(ii)	Confection Shop - Employees working after 10.00p.m. on any night	1.50 per night
8	34(1)(ii)	Window Dressers under the age of 21	7.35 per week
9	36(i)(a)	Section Head	10.70 per week
10	36(i)(b)	Qualified adult automotive parts and accessories salesperson	24.20 per week
11	36(i)(c)	Employee with a licence under the <i>Liquor Act</i> 1982	16.70 per week
12	36(ii)(a)	Employee delivering goods	3.70 per week
13	36(ii)(b)	Employee engaged in photographic or other modelling	35.30 per week 7.06 per day
14	36(ii)(c)	First-aid attendant	1.40 per day
15	36(ii)(d)	Employee engaged to speak a second language	7.10 per week
16	36(ii)(e)	Ticket writer -  At or over 21 years of age Under 21 years of age	  14.20 per week 7.10 per week
20	36(v)(a)(1)	Disability allowance for employees working in freezer room	6.85 per week
21	36(v)(b)(1)	Disability allowance for employees working in public dairy Room	10.30 per week
22	36(v)(c)(1)	Disability allowance for employees backfilling in a freezer Room	13.70 per week
23	37(i)(a)	Casual hourly rate of pay for persons employed at trade fairs, etc., between 9.00 a.m. and 6.00 p.m., with a minimum payment of six hours -  At 19 years of age and over Under 19 years of age	  12.26 per hour 11.97 per hour

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

L. C. GLYNN *J.*

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(212)

**SERIAL C1359**

**TEXTILE INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Textile Clothing and Footwear Union of New South Wales, industrial organisation of employees.

(No. IRC 3202 of 2002)

Before Commissioner O'Neill

20 June 2002

**VARIATION**

1. Delete paragraph 5.3.3 of subclause 5.3 of clause 5, Rates of Pay, of the award published 14 January 1994 and the reviewed award published 19 October 2001 (328 I.G. 841), as varied, and insert in lieu thereof the following:

5.3.3 Whenever the State Wage Case decision provides that award wages be increased by the application of a "plateau" formula, the "plateau" level for the purposes of this award shall be determined by reference to the base rates.

The increase shall then be calculated in accordance with subparagraphs 5.3.1 and 5.3.2 hereof.

The rates of pay in this award include the adjustments payable under the State Wage Case May 2002, as set out in the said Table 1, Rates of Pay in Part B - Monetary Rates. This adjustment may be offset against:

- (A) any equivalent overaward payments, and/or
- (B) award wage increases since 29 May 1991 other than safety net adjustments 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**

The following rates of pay are payable on or from the first pay period on or after 23 July 2002:

**Adult Rates of Pay - Clause 5**

Classification Skill Level	Minimum Weekly Award Wage Rate* (\$)
Trainee	431.40
1	448.10
2	470.60
3	491.50
4	525.20
5 <sup>#</sup>	566.90

\* The weekly award wage rate for ordinary hours combines the base rate, supplementary payment and arbitrated safety net adjustments and State Wage Case decision awarded since the NWC October 1993 Review of Wage Fixing Principles.

# Wage Band

**Junior Rates of Pay - Clause 9**

Years of Age	% of Skill Level 2 Skill Level 2 (\$470.60)	Minimum Weekly Award Wage Rate \$
16	50	235.30

16.5	55	258.85
17	59	277.65
17.5	64	301.20
18	69	324.70
18.5	75	352.95
19	80	376.50
19.5	85	400.00
20	Adult Rate	

## Apprentice Rates of Pay - Clause 6

4-year term	Percentage of Skill Level 4 (\$525.20)	Minimum Weekly Award Rate (\$)
1st year	52	273.10
2nd year	62	325.60
3rd year	82	430.70
4th year	92	483.20

## Adult Apprentice Rates of Pay - Clause 7A

4-year term	Percentage of Skill Level 4 (\$525.20)	Minimum Weekly Award Rate (\$)
1st year	82	430.70
2nd year	87	456.90
3rd year	92	483.20
4th year	100	525.20

**Table 2 - Other Rates and Allowances**

The following rates of pay shall be payable on or from the first pay period on or after 23 July 2002:

Item No.	Clause No.	Brief Description	Amount \$
1	5.7	Leading Hand Allowance - In charge of up to 10 employees In charge of 11 to 20 employees In charge of 21 or more employees	18.80 per week 27.40 per week 33.20 per week
2	10.1	Blender/Blending machine attendant	14.30 per week
3	10.2 39.19	Hand Stripping of cards	0.84 per complete set
4	10.3	Called upon to work in dust chamber in a Cotton Mill	7.20 extra for that week
5	10.4	Engaged in Dye House/Bleach House	6.00 per week
6	10.4	Employees also engaged in loading/unloading of Kiers or entering vaporloc machines	Further additional 3.10 per week
7	10.5	First - aid Attendant	8.90 per week
8	10.6	Instructors	13.40 per week
9	10.7	Engaged on shoddy-shaking machines (dirt money)	10.70 per week
10	10.8	Polisher machine operators engaged in cleaning of size troughs - Sewing Threads Section	7.20 per week
11	10.9	In the event where proper facilities are not provided for the protection of employees engaged in loading/unloading soda ash from delivery vehicles by hand	0.98 per hour
12	10.10	Sorting unwashed rags	2.10 per week

13	10.11	Wiley hands in waste room	7.20 per week
	10.12	Clean Wool Scouring Pits in an offensive condition	Double ordinary rates
14	10.13	Picking over bales of wool, waste or rags in an offensive Condition	0.86 per bale
15	10.14	Operating flax scutchers, tow on breaker and finisher	5.90 per week
16	13.7	Payment by Results Systems - Employee who also instructs learners - 1st week 2nd week 3rd week continue instructing a learner therea fter	4.50 per week 4.00 per week 3.50 per week 3.50 per week
17	18.2	Meal Allowance For each subsequent meal	6.30 4.60
18	20.8	Change of shift without 2 working days' notice	14.70 extra as compensation

3. This variation shall take effect from the first pay period to commence on or after 23 July 2002.

B. W. O'NEILL, Commissioner.

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(587)

**SERIAL C1351**

**UNIVERSITY OF NEWCASTLE UNION FOOD AND BEVERAGE  
STAFF (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 3453 of 2002)

Before The Honourable Mr Deputy President Harrison

24 June and 2 July 2002

**VARIATION**

1. Delete Part B, Monetary Rates, of the award published 28 September 2001 (328 I.G. 160), as varied, and insert in lieu thereof the following:

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

Clause No.	Classification Level	Weekly Rate \$
3.2	Trainee Assistant	408.86
3.2	Level 1	438.07
3.2	Level 2	455.58
3.2	Level 3	481.33
3.2	Level 4	509.14
3.2	Level 5	539.98
3.2	Level 6	586.39
3.2	Level 7	610.08
Apprentice - 4-year term		
3.3	First Year	233.00
3.3	Second Year	308.80
3.3	Third Year	368.50
3.3	Fourth Year	433.10

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	5.6 & 17.4	Meal allowance	5.70
2	9.1	First-aid	12.00 per week
3	10.10	Broken Shift	8.32
4	28	Laundry Allowance - Chef's outfit Supervisors	11.00 per week 11.00 per week

		Employer Logo Shirt - Full-time and part-time staff Casual staff	5.70 per week 1.15 per shift
		Other than Logo Shirt - Full-time and part-time staff Casual staff	7.25 per week 2.20 per shift

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) a ward wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

2. This variation shall take effect from the beginning of the first full pay period to commence on or after 20 July 2002.

R. W. HARRISON *D.P.*

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(702)

**SERIAL C1549**

**WAREHOUSE EMPLOYEES' - GENERAL (STATE) AWARD**

Erratum to Serial C1375 published 27 September 2002

(336 I.G. 551)

(No. IRC 3178 and 3179 of 2002)

**ERRATUM**

1. For clause 1 of the variation, substitute the following:
  1. Delete clause 4, State Wage Case Adjustments, of the said award published 23 November 2001 (329 I.G. 860), as varied, and insert in lieu thereof the following:

#### 4. State Wage Case Adjustments

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. For the clause numbers "4(v), 4(vi) and 23(ii)" appearing opposite Item Numbers 1, 2 and 4, in the Table of clause 3 of the variation, substitute the clause numbers "3(v), 3(vi) and 25(ii)," respectively.

G. M. GRIMSON, Acting Industrial Registrar.

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