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NEW SOUTH WALES  
**INDUSTRIAL GAZETTE**

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**ERARING ENERGY EMPLOYEES CONSENT AWARD 2002**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Eraring Energy.

(No. IRC 2176 of 2002)

Before The Honourable Mr Deputy President Harrison

26 April and 16 May 2002

**AWARD**

Clause No.	Subject Matter
1.	Respondents to the Award and Consultation
2.	Intent, Commitment, Scope and Duration
3.	Hours of Work
4.	Salaries
5.	Allowances
6.	Part-time Employment
7.	Calculation of Service
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19.	Sick Leave and Accident Pay
20.	Family Carer's Leave
20A.	Bereavement Leave
21.	Public Holidays and Picnic Day
22.	Standby Allowance
23.	Travelling Time and Fares
24.	Working Away from Headquarters
25.	Grievance and Disputes Procedures
26.	Anti-Discrimination
27.	Telecommuting
28.	Miscellaneous
29.	Appendix A

**1. Respondents to the Award and Consultation**

Parties

- 1.1 This award has been made with the consent of Eraring Energy, Labor Council of NSW and the unions listed below on behalf of the employees of Eraring Energy.

Electrical Trades Union of Australia, New South Wales Branch

Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division  
The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch)

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

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

Australian Institute of Marine and Power Engineers New South Wales District

The Australian Workers' Union, New South Wales

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

#### Consultative Mechanism

##### 1.2

- (a) The purpose of the consultative mechanism is to create a structure that will facilitate the agreed outcomes of this Award, as stated in Clauses 2.1 & 2.2.
- (b) Senior Management of Eraring Energy will meet with representatives of the Labor Council and Unions from time-to-time to discuss industry related issues. The meetings will be held as required.
- (c) A steering Committee will consist of representatives of Eraring Energy Management, Labor Council, Unions and delegates. This Committee will oversee the operation of the Award and will receive recommendations from the Working Group.
- (d) A Working Group will consist of management representatives and delegates representing employees. This Group will develop strategies in relation to the Award and make recommendations to the Steering Committee.
- (e) The Steering Committee and Working Group will meet as required.
- (f) Local Consultative Committees comprising representatives from local management, local delegates and employees will meet monthly and provide feedback to the Working Group and Steering Committee as appropriate.

## **2. Intent, Commitment, Scope and Duration**

#### Intent

- 2.1 The purpose of the Award is to provide an agreed framework for Eraring Energy, unions and employees to work together towards productivity, sustainability, flexibility and commercial success.

#### Commitment

- 2.2 The parties to this award are committed to the following shared objectives.
- (a) Increase the competitiveness, productivity, efficiency, diversity and flexibility of Eraring Energy;
  - (b) Continue the development of more flexible, efficient and adaptable management and work practices.
  - (c) Continue to improve and develop better and more effective communication and consultative practices within Eraring Energy.
  - (d) Maintain a cooperative, safe and productive working environment.
  - (e) Eliminate lost time injuries.

## Performance Review

### 2.3

- (a) The purpose of a performance review is to enable a process for an employee and their manager/team leader to undertake a review of the employee's performance and development.
- (b) A performance review will be conducted at least once per year for each individual employee or at the request of an employee.
- (c) The performance review process will take into account the business plan for the business unit/group/team in which the employee works.

## Scope

- 2.4 This Award rescinds and replaces the Earing Energy Employees Consent Award 2001 published 20 July 2001 (326 I.G 286) and all variations thereof.

Who does it apply to?

It applies to Earing Energy and all employees of Earing Energy who work within the classifications categorised at Clause 4.4 (b). It does not apply to Senior Executives.

## Duration

- 2.5 This Award will be effective from 26 April 2002 and shall remain in force until 29 February 2004.

## **3. Hours of Work**

What is a day worker?

- 3.1 Day workers are employees who work their ordinary hours from Monday to Friday inclusive and who are not entitled to a paid meal break during their ordinary working hours.

The span of ordinary working hours for day workers is 7.00am to 6.00pm, Monday to Friday inclusive.

Ordinary hours of work for day workers

- 3.2 The ordinary hours of work for day workers will not exceed 35 hours per week or 70 hours per fortnight, where a nine day fortnight is observed.
- 3.3 Day workers work a standard pattern of nine days per fortnight except where a negotiated alternative arrangement is agreed to between local management and an employee/s.
- 3.4 The ordinary hours of work for shift workers is an average of 35 hours a week over a roster cycle. Shift workers may be required to work more than 35 hours in one or more weeks, but the total number of ordinary hours worked in roster cycle must not be more than the number of weeks in a roster cycle multiplied by 35 hours.

How are ordinary hours determined?

- 3.5 Local management will determine the group or team requirements for availability at work of staff to ensure that the business can function properly. Starting and finishing times for employee/s will be established by local management. Alternative arrangements on an individual basis may be negotiated by agreement.

Accrual of hours

- 3.6 Employees on day work may elect, with the approval of management, to accrue up to a maximum of 35 hours and may take accrued time off for any reason.

The time off will be on a date agreed to by employee/s and local management.

Should an employee be found to have accrued more than the 35 hours, the extra time off shall be taken within one month, unless the employee has approval from the site manager to accrue in excess of 35 hours.

#### Time off in lieu of Time Worked

- 3.7 Notwithstanding any of the provisions contained in this clause, employees may elect to take time off in lieu, consistent and together with the provisions of subclause 3.6 of this clause, when they are required to work overtime. Normal overtime provisions such as transport and meal allowance will be applicable. Time in lieu will be done by agreement between teams/employees affected and their team leader or manager.

### 4. Salaries

- 4.1 The ordinary weekly salaries and the operative date for the classifications covered by this Award based on a 35 hour week are:

Salary Point	First Pay period on or after:	
	1st March 2002	1st March 2003
1	315.50	331.30
2	365.90	384.20
3	415.80	436.60
4	466.10	489.40
5	491.20	515.80
6	515.90	541.70
7	539.90	566.90
8	564.60	592.80
9	590.30	619.80
10	617.10	648.00
11	646.30	678.60
12	676.90	710.70
13	708.80	744.20
14	742.20	779.30
15	777.00	815.90
16	813.70	854.40
17	842.00	884.10
18	871.40	915.00
19	901.20	946.30
20	932.60	979.20
21	965.00	1,013.30
22	998.40	1,048.30
23	1,033.00	1,084.70
24	1,068.80	1,122.20
25	1,105.60	1,160.90
26	1,144.20	1,201.40
27	1,183.70	1,242.90
28	1,224.90	1,286.10
29	1,267.00	1,330.40
30	1,311.20	1,376.80
31	1,356.60	1,424.40
32	1,403.70	1,473.90
33	1,452.00	1,524.60

34	1,502.40	1,577.50
35	1,554.80	1,632.50
36	1,608.60	1,689.00
37	1,664.60	1,747.80
38	1,721.90	1,808.00
39	1,781.60	1,870.70
40	1,843.30	1,935.50

#### Casual Occupational Health Nurses

4.2 Administrative Officers, who are engaged as Casual Occupational Health Nurses must be paid by the hour.

- (a) The hourly rate is determined by:
  - (i) Taking the weekly rate for the applicable salary point within the salary range of their classification; and
  - (ii) Dividing the sum by 35; and
  - (iii) Adding 20% (in respect of all hours worked between 7.00am and 5.30pm Monday to Friday inclusive) to the total.
- (b) Time worked outside these hours and on Saturdays must be paid as follows:
  - (i) For the first two hours - time and one half
  - (ii) After the first two hours - double time.
- (c) Hours worked in excess of seven hours, on any daily engagement, must be paid at the appropriate overtime rate.
- (d) Work performed on Sundays shall be paid at the rate of double time and on Public Holidays at the rate of double time and a half.
- (e) Minimum payment as for three hours at the appropriate rate must be paid in respect of each start, and reimbursement be made for all fares actually incurred in travelling to and from work only in respect of a minimum start.
- (f) Location Allowance - the provisions of clause 5.1(a) will apply.
- (g) There is no entitlement to any of the provisions of this award other than the provisions of this subclause.

#### Increments and progression

4.3 Employees appointed to positions before 8th February 1991, retain their annual incremental rights for previous classifications subject to satisfactory conduct and discharge of duties.

#### Working up to skill level

4.4 Employees must:

- (a) Work up to their skill level, competence and training within the categories listed below; and

- (b) Work in accordance with the classification descriptions, salary points and agreed Skills Development Programs.

Administrative Officer

Engineering Officer

Professional Officer

Operator

Power Worker

Tradesperson

No extra claims

- 4.5 Apart from increases available through State Wage Case decisions (to be applied as set out below) the parties undertake that for the period of this Award they will not pursue any extra claims for any matters that are contained in this Award.

State Wage Case decisions determined during the period of the Award, will be dealt with as follows:

- (a) Cost of living adjustment - any component of a State Wage increase which is identified in the decision as a cost of living adjustment will be passed on to employees in full on the basis of any conditions that are imposed by the decision. This component of the increase will be in addition to the increases arising as a result of this Award.
- (b) Productivity increase - any component of a State Wage increase which is in return for state wide productivity improvements or is based on enterprise level productivity increases will be adjusted to avoid double counting.

Salary Packaging

- 4.6 Employees may participate in a salary packaging scheme. A salary packaging arrangement will be cost neutral to Eraring Energy.

Salary Sacrifice to Superannuation

- 4.7 An employee may elect, subject to the agreement of Eraring Energy, to sacrifice a portion of the salary payable under subclause 4.1 to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed must not exceed thirty (30) percent of the salary payable under subclause 4.1 or thirty (30) percent of the currently applicable superannuable salary, whichever is the lesser. In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- 4.8 Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
- (a) Subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYE taxation deductions by the amount of that sacrificed portion; and
- (b) Any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this Award in the absence of any salary sacrifice to superannuation made under this Award.

- 4.9 The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
- (a) Paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
  - (b) Subject to Eraring Energy agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 4.10 Where an employee elects to salary sacrifice in terms of Clause 4.8 Eraring Energy will pay the sacrificed amount into the relevant superannuation fund.
- 4.11 Where the employee is a member of a superannuation scheme established under:
- (a) the *Superannuation Act 1916*;
  - (b) the *State Authorities Superannuation Act 1987*;
  - (c) the *State Authorities Non-contributory Superannuation Act 1987*; or
  - (d) the *First State Superannuation Act 1992*

Eraring Energy must ensure that the amount of any additional employer superannuation contributions specified in subclause 4.9 is included in the employee’s superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- 4.12 Where, prior to electing to sacrifice a portion of salary to superannuation, an employee had entered into an agreement with Eraring Energy to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 4.11 above, Eraring Energy will continue to base contributions to the fund on the salary payable under subclause 4.1 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by Eraring Energy may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

**5. Allowances**

Location allowance

- 5.1 The following allowances are payable to employees:
- (a) Whose classification and permanent headquarters are listed below must be paid as follows:

Location	Category A		Category B	
	First Pay Period on or After			
	1.3.02	1.3.03	1.3.02	1.3.03
Operating Power Station	\$47.00	\$49.40	\$36.50	\$38.30
Hydro and Gas	\$43.30	\$45.50	\$31.20	\$32.80
Sydney Office	\$5.90	\$6.20	\$5.90	\$6.20

NOTE 1:

Category A:

Engineering Officers, Professional Officers, Operators, Power Workers, Tradespersons, Administrative Officers - previously appointed as Stores employees; and Administrative Officers who are engaged in stocktaking duties; or spend most of their time outside the office;

## Category B:

Administrative Officers, other than those mentioned above;

## NOTE 2:

Operating power stations - means employees whose permanent headquarters are located at:

Eraring Power Station, Kangaroo Valley Power Station and Bendeela Power Station

## NOTE 3:

- (i) Employees who work ordinary working hours or shifts for which they have been rostered, must be paid the full weekly Location Allowance at the rate determined for the employee's permanent headquarters.
- (ii) Employees, who are required to work away from their permanent headquarters for extended periods, may be paid the Location Allowance, for the temporary headquarters in respect of all time worked.
- (iii) Employees must continue to be paid the allowance, while on long service leave, annual leave, paid sick leave or accident leave, and all other approved leave with pay.

Such periods of leave are regarded as time worked at the employees' permanent headquarters for the purpose of calculating the amount of the allowance payable.

The allowance must also be taken into account when calculating penalty rates for overtime, except for time worked on a public holiday, during what would have been the employees ordinary hours if the day was not a public holiday. The allowance is not taken into account when calculating payments for travelling time or the purpose of calculating penalty additions for ordinary shifts worked on public holidays by shift workers.

- (iv) Payment of the Location Allowance is made instead of allowances or extra rates for or relating to heat, height, dirty work, wet places, work in confined spaces or other conditions and circumstances, whether of a like nature or otherwise, under which the work is now performed or likely to be performed in the future.

- (b) who hold a Certificate of Qualification under Rule 1.3 (e)(i) of Eraring Energy's High Voltage Safety Rules

\$6.82 (2.3.02)/\$7.16 (1.3.03) per week

- (c) who hold a Certificate of Authorisation under Eraring Energy's High Voltage Safety Rules

\$6.82 (2.3.02)/\$7.16 (1.3.03) per week

(An employee who is both qualified and authorised in terms of (b) and (c) above is paid only one allowance. It is payable for all ordinary time worked and during periods of annual leave, long service leave, public holidays, paid sick leave and for periods of absence for which workers' compensation is paid, but excluding those periods which attract the workers' compensation statutory rate only.)

## Special Allowances

- 5.2 Employees, whilst on duty, are entitled to be paid certain special allowances. However these payments, except where otherwise provided for, will not be taken into account for the purpose of calculating penalty rates for overtime, long service leave, annual leave, sick leave, accident pay, public holidays, travelling time or any similar payments. Where more than one of the special allowances relate to disabilities of substantially the same nature, then only the highest of the special allowances will be paid.

The special allowances are as follows:

- (a) Payment of \$1.40 (2.3.02)/ \$1.47 (1.3.03) per hour or part thereof for those employees:
- (i) Engaged on work inside a condenser waterbox when the work is carried out while the unit is out of service.
  - (ii) Engaged on working within ash and dust pits;
  - (iii) Engaged on maintenance work within boiler casings, boiler main and distribution drums or gas pass ducts, which have not been cleaned out;
  - (iv) Engaged on work within fabric filter compartments.
  - (v) Engaged on work in conditions, which are determined by the controlling officer to involve the existence of excessive amounts of airborne coal dust in the following areas:  
  
Coal Bunkers or  
  
Coal lines or  
  
On the coal conveyors between the main receiving bin, coal reserve and bunkers.
  - (vi) Working from a Cyclimber Stage inside a furnace. Such payment must be in addition to the allowance paid for working inside a boiler casing not cleaned out.
  - (vii) Engaged on work on dust removal air slides.
  - (viii) Engaged or working in close proximity to employees who are engaged in the preparation and/or the application of substantial quantities of epoxy based materials either in confined spaces or continuously for a period of more than two hours on any occasion (the term "substantial quantities" shall mean a 454 gram pack or larger);
  - (ix) Engaged in the handling of polychlorinated biphenyls (Askarel).
- (b) Payment of \$1.87 (2.3.02)/ \$1.96 (1.3.03) per hour or part thereof for those employees engaged on work as follows:
- (i) A sooting allowance as agreed as at the time of making of the Electricity Commission (Wages Staff) Award, published 19 February, 1965;
  - (ii) Work inside a condenser waterbox when the work is carried out while the unit is in service.
  - (iii) Removal and/or replacement of insulating and refractory materials;
  - (iv) Work within fabric Filter compartments, which have not been cleaned out and when the boiler is in service, other than those who are required to carry out boiler cleaning as part of their normal duties.
- (c) Allowances paid on a basis other than per hour as specified:
- (i) When using oxyacetylene equipment and/or electric welding equipment, whether during ordinary working hours or otherwise.  
  
Payment of \$1.30 (2.3.02)/ \$1.37 (1.3.03) per day or shift or part thereof
  - (ii) When nominated to carry out first aid duties on day/afternoon or night shift.  
  
Payment of \$15.70 (2.3.02) / \$16.49 (1.3.03) per week or part thereof

- (iii) Other than shiftworkers in a continuous process, in circumstances when they are required to be in charge of plant, a depot, office, or telephone during a meal break.

Payment of \$2.11 (2.3.02)/ \$2.22 (1.3.03) per day or part thereof

- (iv) When working inside septic tanks or sewerage drains.

Single time in addition to normal time

- 5.3 Tradespersons previously referred to as Power Station Mechanical Fitters, who are engaged on maintenance work on the operator shiftwork roster system at Eraring Power Station must be paid an allowance at \$19.45 (2.3.02)/ \$20.42 (1.3.03) per week.
- 5.4 Administration Officers previously referred to as Occupational Health Nurses employed on or before 1 March 2002, must retain payment of the qualification allowances that they were previously paid. The weekly rate of the allowances will be indexed in relation to future Award increases.

## 6. Part-Time Employment

Who is a part time Employee?

- 6.1 A part-time employee is a permanent employee who works a constant number of hours, which are less than the full-time ordinary weekly working hours.

Hours of Work

- 6.2 The minimum number of hours to be worked by a part-time employee is 14 hours or 2 shifts per week. The minimum number of hours to be worked per day of attendance is 3 hours and thirty minutes.

Rates of Pay

- 6.3 Part-time employees are paid the hourly rate for their classification.

Overtime

- 6.4 Overtime must be paid in accordance with Clause 11 Overtime - Day Work, but only when nominated hours are exceeded or work is performed outside the spread of ordinary hours.

Entitlements

- 6.5 Part-time employees must receive the same entitlements that are contained in the Award for full-time employees. These entitlements are in proportion to the number of ordinary hours worked to full time ordinary hours.

Returning to Full time Employment

- 6.6 Full-time employees may work part-time subject to agreement with local management. These employees can return to full time work at the end of the agreed period of part time work.

## 7. Calculation of Service

- 7.1 In calculating service, Eraring Energy must include:

- (a) Periods of annual and long service leave

- (b) Periods of approved leave with pay
- (c) Periods of sick leave with or without pay
- (d) Periods of approved leave without pay not exceeding 20 consecutive working days or shifts
- (e) Periods of approved leave without pay exceeding 20 consecutive days or shifts which Eraring Energy has specifically authorised to be counted as service.
- (f) Periods of absence from work due to incapacity resulting from injury as defined in Section 6 of the *Workers' Compensation Act* 1926, and Section 49 of the *Workers' Compensation Act* 1987, for which the employee receives a payment under that Act.
- (g) Periods of service as an employee on probation.
- (h) Periods which counted under relevant legislation, awards or agreements as service with another employer immediately before the employee joined Eraring Energy under Schedule 3 of the *Energy Services Corporations Act* 1995.
- (i) Periods specified for certain employees under the *State Owned Corporations Act* 1989.
- (j) Periods of service with another employer where agreement has been reached between Eraring Energy and that employer.
- (k) Any previous period of service with Eraring Energy in accordance with (a) to (j) for an employee who had resigned or been discharged and later re-employed. Discharge means termination as a consequence of retrenchment, re-organisation or shortage of work, or any reason except dismissal or retirement on account of ill-health.
- (l) Any previous period of service with Eraring Energy in accordance with (a) to (j) of an employee who had been dismissed and later re-employed if that employee's current period of service under (a) to (j) is more than five years.
- (m) Nothing in this clause is intended to reduce the amount of service previously counted for an employee prior to taking up service with Eraring Energy.

## 8. Classification Review

### Purpose

- 8.1 The purpose of classification review is to determine and recommend the relative work value and salary point(s) for a position(s).
- 8.2 Classification Reviews will involve the use of a job evaluation system unless an alternative review mechanism has been agreed to between Eraring Energy and a classification grouping.
- 8.3 Eraring Energy will recognise the right of an employee to:
  - (i) request that a job evaluation or agreed alternative review mechanism is conducted on their position.
  - (ii) to be represented by another employee who is accredited to participate in the classification review process.
- 8.4 The parameters for assessing the merits of a review must be pursuant to the Stage Wage Case (Wage Fixing Principles).
- 8.5 All proceedings of Classification Reviews are confidential.

- 8.6 This clause will not prejudice or affect any right any person may have under the *Industrial Relations Act* 1996.

## 9. Terms of Employment

### Payment of Salaries

- 9.1 If requested by a majority of employees, balancing of ordinary pay for time worked must be arranged as far as possible so that the salary payable to employees each week is adjusted to reduce fluctuations in weekly pay.

### Overtime and shift work

- 9.2 For the purpose of meeting the needs of the industry, Eraring Energy may require an employee to work:
- (a) Reasonable overtime, including Saturdays, Sundays and public holidays
  - (b) Day work or shift work, or to transfer from one system of working to another, including transfer from one system of shift work to another.

Unless a reasonable excuse exists, an employee will work or transfer in accordance with these requirements.

### Termination of service

- 9.3 Employees' service may be terminated by:
- (a) Resignation, ie. voluntary leaving the service of Eraring Energy
  - (b) Retirement on account of ill-health, which makes employees unable now and in the future to perform the duties of their appointed grade. Eraring Energy's consulting Occupational Health Physician and/or other medical practitioner, as agreed to by Eraring Energy and the Secretary of the Union concerned, must issue a certificate to this effect.
  - (c) Dismissal
  - (d) Mechanisation or technological changes in the industry.

If Eraring Energy terminates the employment of an employee who has been employed by it for the preceding 12 months, because of mechanisation or technological changes in the industry, it must give the employee:

- (i) Three months notice; or
  - (ii) Pay at the ordinary rate for the balance if it gives less than three months' notice. This period of three months counts as service for the calculation of annual leave and long service leave entitlements of the employee.
- 9.4 Employees who are absent without approval for a continuous period of five working days for reasons other than certified sickness, or extenuating circumstances acceptable to Eraring Energy as satisfactory, shall be deemed to have resigned.

### Period of notice

- 9.5 Employees must give Eraring Energy one months' notice of their intention to resign, unless their terms of employment provides for a different period.

- 9.6 In all other cases of termination, except dismissal, Eraring Energy must give the employee at least one month's notice, unless their terms of employment provides for a different period.

This does not affect the right of Eraring Energy to dismiss employees without notice. The salaries of employees who are dismissed, together with their entitlements to payments for annual and long service leave must be paid up to the time of dismissal.

#### Letter of Assignment

- 9.7 A Letter of Assignment may be entered into by a agreement between Eraring Energy and an employee in circumstances:

- (a) Where Eraring Energy has a contractual or other obligation to undertake work for a defined period of time at an external location, either in Australia or overseas; and
- (b) Which necessitates an employee being accommodated away from their usual place of residence to another, which is remote from that usual residence, for a continuous period of three months or more.

- 9.8 A Letter of Assignment is a formal document as agreed between Eraring Energy and an employee which may:

- (a) Provide for terms and conditions not in this Award; and/or
- (b) Vary an Award condition.

If no Letter of Assignment is entered into this Award shall apply.

- 9.9 A Letter of Assignment will be in the form provided by relevant guidelines which are agreed between the parties to this Award.

- 9.10 Guidelines will provide a common framework for all staff, but will allow for a Letter of Assignment to meet the different needs and entitlements of individual employees, based on their work requirements and individual situations.

- 9.11 In the negotiation of Letters of Assignment, managers and employees must share all information relevant to the assignment; be sensitive to the longer term employment relationship and be careful to avoid duress on either party to the negotiation.

- 9.12 Eraring Energy will not disclose contents of particular Letters of Assignment. Individual employees may disclose details of their Letter of Assignment to their union/association and other Eraring Energy employees.

## 10. Shift Work

#### Types of shift

- 10.1 There are 2 types of shift work:

- (a) Regular - in which an employee works a roster with a 1, 2 or 3 shift system which continues for 3 or more months; and
- (b) Irregular - in which an employee works a roster with a 1, 2 or 3 shift system which continues for less than 3 months.

- 10.2 Both types of shift work may be worked:

Monday to Friday inclusive; or

Monday to Saturday inclusive; or

Monday to Sunday inclusive.

They may begin and end on any of the days in these periods.

Ordinary hours

10.3 The ordinary hours of work for shift workers is an average of 35 hours per week over a roster cycle. Shift workers may be required to work more than 35 hours in one or more weeks, but the total number of ordinary hours worked in a roster cycle must not be more than:

Number of weeks in a roster cycle

Multiplied by 35 hours.

10.4 These ordinary hours must be worked during the hours for which the employees are rostered for duty.

10.5 Employees who are required to work more than 11 ordinary shifts in 12 consecutive days, must be paid at overtime rates for the 12th and following consecutive shifts. (See Clause 12 for overtime rates.)

Shift Allowance

10.6 Shift work may be:

(a) Early Morning Shift - a shift commencing after 5.00am and before 6.30am.

(b) Afternoon Shift - a shift finishing after 6.00pm and at or before midnight.

(c) Night Shift - a shift:

(i) Finishing between midnight and at or before 8.00am; or

(ii) Commencing between midnight and at or before 5.00am.

Earning Energy will decide the commencing and finishing times of shifts to suit the needs and circumstances of each establishment.

10.7 Shift workers, who work on a shift work roster, must be paid the following allowances:

Early Morning - the greater of 10% of single time for the shift and \$6.80

Afternoon - the greater of 20% of single time and \$24.80

Night - the greater of 20% of single time and \$24.80

10.8 Shift workers who are engaged on a roster which:

(a) Requires the working of continuous afternoon or night shifts for more than two weeks; and

(b) Works such shifts on other than a public holiday, Saturday or Sunday, must be paid the following allowances:

Continuous Afternoon Shift	25% of single time
Continuous Night	30% of single time or a reduced Shift number of weekly hours at time and one quarter to give the shift worker the equal of a full week's ordinary pay.

10.9 Shift workers rostered on other continuous night shift rosters for two weeks or less must be paid for such shifts the overtime rates in Clause 11 Overtime - Day Work.

10.10 Shift workers working continuous night shifts for two weeks or less and work such shifts on a public holiday must be paid in accordance with 10.12.

10.11 The allowances are not paid to shift workers for overtime or for any shift for which they are paid overtime penalty rates.

Shift Penalty

Public Holidays

10.12 Shift workers must be paid for all time worked on a rostered shift on a public holiday the penalty of 150% of single time.

Other than Public Holidays

10.13 Shift workers must be paid the following penalties for all shifts worked on the following days that are not public holidays:

	Shift	Penalty
(a)	Saturday - all shifts	50% of single time
(b)	Sunday - all shifts	100% of single time

Only one rate to apply

10.14 Only the highest penalty rate can apply if more than one penalty could apply to a particular period of work.

Roster Loading

10.15 Payment of roster loading is made as compensation for the unevenness of payments under this award. Payment is also made instead of shift disabilities not covered by payments under this Award including:

- (a) The variety of starting and finishing times
- (b) The need to be readily available for work and to work, as required, during crib breaks and at all other times during the shift
- (c) Minor variations to established duties
- (d) The requirement to work as rostered on any day of the week.

Roster Loading - rates

10.16 The roster loading for ordinary hours actually worked is:

- (a) 4.35% of salary for:
  - (i) employees on 7 day continuous shift work rosters
  - (ii) employees regularly rostered to work ordinary shifts on both Saturdays and Sundays
  - (iii) employees rostered to work continuous afternoon or night shifts
  - (iv) employees working day shift only including a shift on Sundays
- (b) 2.12% of salary for:

- (i) employees on rotating shift work who are rostered to work ordinary shifts involving afternoon and/or night shifts but who are not regularly rostered to work ordinary shifts on both Saturdays and Sundays
- (ii) employees working day shift only on Monday to Saturday

#### Roster loading - different grade duties

10.17 Employees carrying out higher grade duties on shift work must be paid the roster loading for the higher grade classification.

Employees carrying out lower grade duties on shift work, including those on retained rates, must be paid the roster loading for their regular classification or retained rates as the case may be.

#### Roster Loading - excluded Employees

10.18 Roster loading is not payable to employees, who are:

engaged on irregular shift work, ie. in respect of a roster which does not continue for more than one month and which attracts overtime penalty rates.

#### Roster Loading - during Training

10.19 Shift workers required to transfer from one shift to another to undergo training must be paid the roster loading appropriate to:

- (a) The shift roster worked immediately before the training if the period of training is less than 5 consecutive working days; or
- (b) The new shift roster if the period of training continues for 5 or more consecutive working days

10.20 Day workers required to transfer to a shift work roster to undergo training must be paid the roster loading appropriate to the shift roster if the period of training continues for at least 5 consecutive working days.

#### General

##### Payment while at Training school

10.21 Shift workers must be paid the roster loading, shift allowance and penalty rates for public holidays, Saturday and Sunday shifts, which they would have received for their appointed duties if they are:

- (a) Training for appointment to a position in their existing or higher grade; or
- (b) Attending refresher training courses; or
- (c) Attending general training courses and/or station training courses to qualify to carry out higher grade duties.

Payments must not include any overtime or higher grade which might have otherwise been worked.

##### Public holidays

10.22 Shift workers who, on a public holiday;

- (a) Work an ordinary rostered shift; or
- (b) Are rostered off duty (except when on annual or long service leave)

Are entitled to have a day added to their annual leave entitlement for each public holiday prescribed in Clause 21 of the award. If higher grade pay is involved, the provisions of 15.4 apply.

Not required to work on a Public holiday

10.23 Shift workers when, according to their controlling officer, are not required for work on a public holiday for a shift for which they are normally rostered must observe the holiday. However, they must be told at least 96 hours before the shift begins that they are not required. They must be paid for all ordinary time not worked in respect of the public holiday at the rate of single time.

10.24 Shift worker on a Five day shift - Public holidays

Shift workers, who are on a five-day shift system, Monday to Friday, must be paid for public holidays observed on Monday to Friday.

Mutual stand down

10.25 Shift workers who:

- (a) Are rostered for duty on a shift falling on a Saturday or Sunday; and
- (b) According to the controlling officer are not required for duty on such day(s)

May, by mutual arrangement with the person responsible for the work team, not attend for duty on such day(s).

They must be paid for all ordinary time not worked at the rate of single time.

Shift work day

10.26 If a shift starts on one day and finishes on the next, the day in which the most hours are worked is taken to be the shift work day.

Time of transfer from a shift

10.27 When employees are transferring from one system of work to another (including a transfer from one system of shift work to another system of shift work), they are:

- (a) Entitled to all the conditions of the current system of working until they actually begin working in the new system; and
- (b) Considered to have been transferred only from the time they begin to work in the new system.

Ten hour break

10.28 Shift workers are entitled to at least a 10-hour break between finishing shift work and commencing day work.

Day workers relieving on regular shift work

10.29 Day workers who are required to relieve temporarily on regular shift work must be paid:

- (a) At the rate of time and one half when the ordinary commencing time of the first relief shift is less than eight hours after the employees' actual finishing time under day work conditions
- (b) At a rate of time and three quarters when:
  - (i) The shift is on a Saturday; and
  - (ii) When the employees have not had an eight-hour break after actual finishing time under day work provisions.

If eight hours or more elapse the first and subsequent shifts shall come under ordinary shift work conditions and the employees shall be considered to be employed on regular shift work.

However, employees must be paid at the rate of time and one quarter for any such shifts where 48 hours notice prior to commencement is not given.

#### 10.30 Day workers on irregular shift work

Day workers required to work relieving temporarily on irregular shift work, must be paid for the ordinary hours worked on that roster:

- (a) Overtime rates for day workers if the shift work lasts for 2 weeks or less; or
- (b) If it lasts for more than 2 weeks and less than 4, overtime rates for ordinary hours worked in shifts for the first 2 weeks, and time and one half for ordinary hours worked in shifts for the next 2 weeks

#### Change of roster or shift

#### 10.31 Shift workers who are changed from one shift roster to another or from one shift to another must be paid:

- (a) At least time and one quarter for any shift which they begin within 48 hours from the end of the shift in which they were given notice of the change of roster or shift;
- (b) Overtime rates for the shift which they work without a break following the shift in which they were given notice of the change.

#### 10.32 Notice after absence from duty

Shift workers must advise the person responsible for their work team at least 8 hours beforehand when they intend to report for duty after being absent from duty.

#### 10.33 The person responsible for their work team may send them home if they do not do so.

They are not entitled to any payment for the shift.

#### Handover

#### 10.34 Shift workers required to handover at the end of a shift must stay at their work station until:

- (a) The appropriate relieving member of the oncoming shift has arrived at the work station; and
- (b) The shift worker has informed the relieving member of the current status of running plant and/or maintenance so that the relieving member can start work immediately.

- 10.35 If handover is part of a shift worker's normal requirements on a shift, those shift workers are entitled to time off at the equivalent rate of 13.33 minutes for each shift. When shift workers transfer from one roster to another, this time off must be taken in accordance with the roster systems to which they are transferring. They are entitled to this time off even when they are absent from work on paid leave.
- 10.36 Handover time is to be added together during a roster cycle until it amounts to the time of a full shift. It may then be rostered to be taken off at ordinary time. Any periods in a roster cycle less than a full shift are to be carried forward to the next cycle. Employees with periods of handover time less than a full shift may be rostered off if approved by local management.
- 10.37 Any time off as a result of handover time is considered as a non-working day. Shift workers who are required to work on such a day, must be paid overtime in addition to payment for the handover shift.
- 10.38 If handover is not a normal feature of a roster, shift workers may be paid overtime if they are required to handover on a specific occasion
- 10.39 If a roster contains shifts where handover is not a requirement, the calculation of time off will:
- (a) Not be related to such shifts; and
  - (b) Only relate to those shifts in the roster where handover is required.
- 10.40 Overtime shifts are not included in calculating handover time.
- 10.41 Crib breaks

Shift workers are entitled to a paid crib break of 20 minutes during an eight-hour shift, with an additional 20 minutes paid break available during a 12 hour shift.

10.42 Twelve hour Shifts

The following provisions will apply to Operators Eraring when working 12 hour shift rosters:

- (a) Each ordinary shift will be of 12 hours duration.
- (b) Payment will be in accordance with the 7 x 3 x 8 hour roster.
- (c) No benefits additional to those applying to the 7 x 3 x 8 hour roster will be accumulated in relation to sick, annual, long service leave or public holidays.
- (d) There will be 2 ordinary shifts per day with day shift being from 7.00am to 7.00pm and night shift being from 7.00pm to 7.00am
- (e) Twelve hour shift workers who, on a public holiday;
  - (i) Work an ordinary rostered shift; or
  - (ii) Are rostered off duty (except when on annual or long service leave)

Are entitled to have 8 hours added to their annual leave entitlement for each public holiday prescribed in Clause 21 of the Award. If higher-grade pay is involved, the provisions of Clause 15.4 apply.

If observing a public holiday an employee will lose 12 hours annualised salary allowance.

- (f) When taking annual leave, employees will be debited 12 hours from their annual leave balance. No loss of allowances will apply as per annualised salary agreement.

- (g) There will be no decrease in superannuation entitlements due to a change from an eight hour shift roster to a 12 hour shift roster.
- (h) Allowances and Penalties
- (i)

Saturday	1.5 x hours of shift
Sunday	2.0 x hours of shift
Public Holidays	2.5 x hours of shift
Shift Allowance (night shift)	1.2 x hours of shift i.e. 20%
Shift Allowance (day shift) i.e. (3.00pm to 7.00pm)	1.2 x 4 hours of shift

- (ii) Roster loading "A" (all shifts) 4.35%

- (iii) Monday to Friday shifts:

Roster loading "A" and 4 hours shift allowance to be deducted for day shift (12 hours) on sick leave not supported by a medical certificate

Roster loading "A" and shift allowance to be deducted for night shift (12 hours) on sick leave not supported by a medical certificate

- (iv) Saturday and Sunday shifts:

Appropriate weekend penalty to be deducted for (12 hours) on sick leave not supported by a medical certificate

Roster loading "A" and 4 hours shift allowance to be deducted for day shift (12 hours) on sick leave not supported by a medical certificate

Roster loading "A" and shift allowance to be deducted for night shift (12 hours) on sick leave not supported by a medical certificate

- (v) Public Holidays:

Appropriate public holiday penalty to be deducted on sick leave not supported by a medical certificate

Roster loading "A" and 4 hours shift allowance to be deducted for day shift (12 hours) on sick leave not supported by a medical certificate

Roster loading "A" and shift allowance to be deducted for night shift (12 hours) on sick leave not supported by a medical certificate

- (i) Handover time will be (20) minutes each shift.

### 11. Overtime - Day Work

What is overtime?

11.1 Overtime is all time worked on:

- (a) Mondays to Fridays before ordinary commencing times
- (b) Mondays to Fridays after ordinary finishing time
- (c) Saturdays

- (d) Sundays
- (e) Public Holidays

How is it calculated?

11.2 In calculating how much overtime a day worker works, each working day is treated separately. Periods worked before the ordinary commencing time and after the ordinary finishing time on a particular day are added together to give the worker's total overtime for that day. When a new day starts, the calculations begin again, except that overtime which begins on one day is counted for that day, even if it continues into the next day.

What are the rates of pay?

11.3 Day workers must be paid the following rates for overtime:

Day	Period	Rate
(a) Monday to Friday	first two hours	1.5
	after two hours	2.0
(b) Saturday (not a public holiday)	before midday	
	- first two hours	1.5
	- after two hours	2.0
	after midday	
	- all hours worked	2.0
(c) Sunday (not a public holiday)		2.0
(d) Public holiday	in ordinary working hours	2.0+ ordinary pay
	Outside ordinary working hours	2.0

Minimum payment for non merging overtime

11.4 An employee must be paid a minimum of 4 hours at the appropriate overtime rate if the period of overtime the employee is required to work is not connected to the ordinary working time. (This does not apply to an employee required to standby under Clause 22 - Standby Allowance).

11.5 Non-merging overtime of less than four hours duration is not treated as overtime for the purposes of a 10 hour break.

Cancellation

11.6 If Eraring Energy cancels a period of prearranged overtime for any reason at short notice, it must pay the employee if notified:

- (a) At home within one hour of the time the employee was to leave home - one hour at single time
- (b) Between the employee's home and the place of work - 3 hours at single time
- (c) At the place of work - 3 hours at the appropriate overtime rate.

However an employee who has reported at the place of work may be required to carry out alternative work for a minimum of 3 hours. Employees who refuse to do this work are not entitled to any overtime payment but they will be paid excess travel and fares, where applicable.

11.7 Travel associated with merging overtime

Employees, who work overtime which merges with normal or rostered working hours, must have their travel to and/or from their homes, arranged by Eraring Energy, if reasonable means of public transport are not available. Additional time and/or costs incurred will be paid in accordance with Clause 23 - Travelling Time and Fares.

#### 11.8 Travel associated with non-merging overtime

Employees, who work overtime which does not merge with normal or rostered working hours, must be paid for all reasonable time travelled, except when they receive a minimum payment in accordance with 11.4.

Employees shall receive the amount by which the sum of the actual time worked, at the appropriate rate, plus the entitlement to travelling time, in accordance with Clause 23 - Travelling Time and Fares, exceeds the minimum payment.

Earing Energy must reimburse employees for any fares incurred.

#### 11.9 Telephone allowance

Day workers who do not receive a stand-by allowance or a subsidised telephone and who are called out by telephone to work overtime must be paid an allowance of \$7.69 (2.3.02) / \$8.07 (1.3.03) for each occasion they work overtime. The employees must travel to their work location by their own means.

#### 11.10 Time off after overtime - 10 hour break

Whenever reasonably practicable, Earing Energy must arrange overtime so that employees have at least 10 consecutive hours off duty between completing their ordinary work on one day and beginning it on the next.

11.11 If employees resume or continue work without a 10-hour break, Earing Energy must pay them double time until released from duty. They may then be absent until they have had a 10 hour break.

11.12 Employees must be paid at ordinary rates for any working time which occurs during this 10 hour break.

11.13 The conditions in 11.10 and 11.11 do not apply to overtime for which a minimum payment is applicable.

11.14 If employees:

- (a) Are recalled to work overtime whether notified before or after leaving their place of work; and
- (b) Commence that overtime starting at least 8 hours after their ordinary finishing time on day 1 and before 5.00am on day 2; and
- (c) Would normally be required to work on day 2, then the employees may defer their ordinary commencing time on day 2 for a period of equal to the time worked between the commencement of the overtime and 5.00am.

11.15 If employees are required to continue to work during part of the period they would normally stand down, Earing Energy must pay these employees for the period of stand down not taken at overtime rates.

#### Standing-by for overtime

11.6 Employees required to hold themselves in readiness to work overtime after their ordinary finishing time must be paid for that time at ordinary rates for the period between the ordinary finishing time and the commencement of the overtime. However, this condition does not apply to employees required to stand-by under Clause 22 - Standby Allowance.

### 12. Overtime - Shift Work

What is overtime?

12.1 Overtime is all time worked by shift workers before commencing time or after finishing time of rostered shifts.

How is it calculated?

- 12.2 In calculating how much overtime a shift worker works, each working day is treated separately. Periods worked before the ordinary commencing time and after the ordinary finishing time on a particular day are added together to give the worker's total overtime for that day. When a new day starts, the calculations begin again, except that overtime which begins on one day is counted for that day, even if it continues into the next day.

What are the rates of pay?

- 12.3 Shift workers must be paid the following rates for overtime:

Day	Period	Rate
(a) Monday to Friday	First two hours after tow hours	first two hours
(b) Saturday (not a public holiday)	Before midday	
	- first two hours	1.5
	- after two hours	2.0
	- all hours worked	2.0
(c) Sunday (not a public holiday)		2.0
(d) Public holiday	All hours worked	2.5

Time worked - during rostered break

- 12.4 All time worked during a shift worker's rostered break is paid at the rate of double time.

(A shift worker's rostered break is a period of at least one day's duration, when the shift worker is not required to work an ordinary shift).

Time worked - on non-working days

- 12.5 Employees who:

- (a) Work on a Saturday or Sunday while rostered on a five day, Monday to Friday, shift system; or
  - (b) Work on a Sunday while rostered on a six day, Monday to Saturday, shift system;
- shall be paid at ordinary overtime rates for the day(s) concerned.

Minimum payment for non merging overtime

- 12.6 An employee must be paid a minimum of 4 hours at the appropriate overtime rate if the period of overtime the employee is required to work is not connected to the ordinary working time. (This does not apply to an employee required to standby under Clause 22 - Standby Allowance).

- 12.7 Non-merging overtime of less than four hours duration is not treated as overtime for the purposes of a 10-hour break.

12.8 Regular shift work - merging overtime

Employees who:

- (a) Are required to work irregular shift work; and
- (b) Are being paid double time for the ordinary time they work in accordance with Clause 10.30; and

- (c) Work overtime which merges with the finishing time of the shift they are working; must be paid at the rate of double time for that overtime.

Time off after overtime - 10 hour break

12.9 Whenever reasonably practicable, Eraring Energy must arrange overtime so that employees have at least 10 hours off duty:

- (a) Between completing their ordinary work on one shift and commencing the next shift; or  
(b) If working away from their headquarters and incurring excess travelling time.

12.10 If employees resume or continue work without a 10-hour break, Eraring Energy must pay them double time until released from duty. They may then be absent until they have had a 10 hour break.

12.11 Employees must be paid at ordinary rates for any working time which occurs during this 10-hour break.

12.12 If employees are required to continue to work during part of the period they would normally stand down Eraring Energy must pay these employees for the period of stand down not taken at overtime rates.

12.13 Employees who have returned home after working overtime during a rostered break are entitled to the ten hour break provision in respect of the period before commencement of the next ordinary shift.

12.14 Time off between shifts

The rest period off duty must not be less than 8 consecutive hours for the purpose of changing shift or shift rosters or where a shift is worked by arrangement between employees themselves.

12.15 Shift workers called out - not on standby

Shift workers must be paid double time for any overtime worked if they:

- (a) Have completed their ordinary shift and returned home; and  
(b) Are notified after leaving their place of work that they are required to work overtime; and  
(c) Start the overtime 2 hours or more before the starting time of their next ordinary shift; and  
(d) Continue to work up to the starting time of that shift.

If the overtime finishes before the next ordinary shift starts, the shift workers are to be paid double time for the overtime worked, with a minimum payment equal to 4 hours at the appropriate overtime rate.

If the overtime commences less than two hours before the commencing time of the next rostered shift, such overtime will be paid at the appropriate rate, provided that the overtime worked merges with the commencing time of the next rostered shift.

If the overtime finishes before the next ordinary shift starts the shift workers are to be paid at the appropriate overtime rate for the time worked, with a minimum payment equal to four hours at the appropriate overtime rate.

Notified of overtime before leaving work

12.16 Shift workers must be paid at the appropriate overtime rate for any overtime worked if they:

- (a) Are notified before leaving their place of work; and
- (b) Commence a period of overtime which does not merge with their current ordinary shift; and
- (c) Continue to work up to the starting time of their next ordinary shift.

If the overtime finishes before the next ordinary shift starts, shift workers are to be paid at the appropriate overtime rate for the time worked with a minimum payment equal to four hours at the appropriate overtime rate.

12.17 Telephone allowance

Shift workers who do not receive a stand-by allowance or a subsidised telephone and who are called out by telephone to work overtime must be paid an allowance of \$7.69 (2.3.02)/ \$8.07 (1.3.03) for each occasion they work overtime. The employees must travel to their work location by their own means for which payment is prescribed by Clause 23 - Travelling Time and Fares.

12.18 Twelve hour maximum

If shift workers have to work overtime for 4 or more days due to a temporary shortage of trained staff, Eraring Energy may arrange the overtime so that each normal shift plus the overtime does not exceed a total of 12 hours.

12.19 When overtime is not paid

Shift workers are not entitled to be paid overtime rates if the cause of the work arises from:

- (a) The customary rotation of shifts; or
- (b) Arrangements between or at the request of the shift workers themselves.

**13. Meal Allowances on Overtime**

When are meal allowances paid?

13.1 Employees must be paid a meal allowance for each continuous period of overtime as follows:

Time	Amount of Continuous Overtime	
Ordinary day or rostered shift	1 hour 30 minutes	
	5 hours	
	9 hours	
Non Working Days or Rostered day off	4 or more hours (during hours usually worked or during hours worked on last rostered shift)	
	1 hour 30 minutes before or	after ordinary hours
	5 hours before or after ordinary hours	
	9 hours before or after ordinary hours	

- (a) An employee is not entitled to more than three meal allowances for any one period of continuous overtime.
- (b) Employees must be paid a meal allowance if they have prepared a meal in readiness for working overtime, which was cancelled at short notice.
- (c) The meal allowances will be paid at a rate determined by the Australian Taxation Office.

**14. Meal Breaks - Day Work**

- 14.1 Employees are entitled to normal meal breaks on ordinary working days unless there is an emergency.
- 14.2 Employees may take meal breaks as they fall due or at some other time by arrangement with the supervisor. However, employees must not go without a meal break for more than 5 hours unless there is an emergency.

**14.3 Disrupted meal breaks**

Employees who are unable to take all or part of their normal meal break must be paid:

- (a) overtime for the untaken part of the meal break; and
- (b) overtime rates until such time the meal break is taken.

**Overtime - Monday to Friday**

- 14.4 Employees who are required to work overtime for a continuous period either before their ordinary commencing time or after their ordinary finishing time are allowed:
- (a) after 1 hour 30 minutes - a meal break of 20 minutes
  - (b) after 5 hours - a second meal break of 20 minutes.
  - (c) after 9 hours - a third meal break of 20 minutes.
- 14.5 The meal break must be paid at the appropriate overtime rate.

**14.6 Employees may take the first meal break:**

- (a) during ordinary working hours without loss of pay if the entitlement coincides with the ordinary commencing time; or
- (b) at the commencement of the overtime or later by arrangement with the supervisor, if the period of continuous overtime begins after the ordinary finishing time.

**14.7 Overtime - Saturday, Sunday or public holiday**

Employees who are required to work for a period of continuous overtime on a Saturday, Sunday or public holiday are entitled to:

- (a) a meal break of 20 minutes with pay only if they are working during what would be their ordinary working hours and the overtime is for more than 4 continuous hours; and/or
- (b) meal breaks with pay as set out in 14.4.

**Overtime - meal breaks count**

- 14.8 Meal breaks with pay allowed in connection with overtime are considered to be overtime. They do not break continuity and must be included in computing the amount of overtime worked by employees.

**Overtime - extension of meal break**

- 14.9 Employees may extend meal breaks during overtime up to one hour if the supervisor agrees. The time in excess of 20 minutes is not paid.

## 15. Higher Grade Work and Pay

### Obligation to work in a higher grade

- 15.1 Employees must carry out work at a higher grade as directed where reasonable and practicable for them to do so and must be paid in accordance with the provisions of this Clause.

### Payment for higher grade work

- 15.2 Employees who are required to perform the duties and assume the responsibilities of a higher grade position which is vacant or the appointee of which is absent or is working in another position, must be paid the salary to which the employees would have been entitled if appointed to that position.

Where employees are required to perform additional duties or assume additional responsibilities above those for their current position for a specified period, payment shall be made in line with the additional duties and responsibilities undertaken.

Wherever practicable the rate of pay applicable to the higher graded duties shall be determined prior to the commencement of the acting.

Employees who work at a higher grade for more than four hours must be paid at the higher grade rate for all ordinary time worked during the day or shift.

The performance of higher graded duties must not continue for more than six months without the Managing Director's approval. This will only occur in exceptional circumstances.

### Payment for Leave, Sick Leave etc

- 15.3 Employees must be paid higher grade pay during the following categories of leave or absence:

- (a) Annual leave, paid sick leave and periods of absence on accident pay, if they have been paid the higher grade pay;
  - (i) for a continuous period of three calendar months immediately before the leave, such continuity being considered unbroken where absences on special leave, sick leave, or accident pay, or the carrying out of lower graded work, totalling not more than 5 working days or shifts have occurred during this period; or
  - (ii) for broken periods which total more than six months, during the 12 calendar months immediately before the leave is taken.
- (b) Long service leave, if they have been paid higher grade pay for a continuous period of 12 calendar months immediately before the leave is taken.

Any time spent in another position equal to or higher than the grade of the position in which employees are acting must be counted as having been spent in the position under consideration in calculating whether the employees are entitled to higher grade pay for the purposes of this clause.

### Public Holidays

- 15.4 Employees must be paid higher grade pay for a public holiday if they receive that pay for at least the day preceding and for at least the day following the public holiday.

#### Overtime

- 15.5 Employees who are being paid a higher grade rate must be paid for overtime at that rate if they have been carrying out higher graded duties for one working day or shift immediately before and continuous with the period of overtime.

#### Training in Higher Grade

- 15.6 Employees undertaking training for the purpose of gaining experience in a higher graded position must not be paid at the higher grade rate where:
- (a) The appointed occupant of the position remains on duty and retains the responsibilities of the position;
  - (b) The periods of training do not exceed a continuous period of three months;
  - (c) In the case of non continuous training the periods of training do not exceed six months during a twelve calendar month period.

#### Lower graded work

- 15.7 When directed, employees must carry out lower graded work that is temporarily required and be paid not less than their current salary point.

## 16. Clothing and Tools

#### Basis of issue

##### 16.1

- (a) Eraring Energy will issue clothing or other articles considered necessary for protection from injury, the elements and as required for specific work environments.
- (b) Eraring Energy will issue tools at its discretion

#### Responsibility of employees

##### 16.2 Employees are responsible for:

- (a) the proper care of any clothing or other article issued; and
- (b) the laundering of clothing issued to them, unless specifically exempted by Eraring Energy

#### Replacement

##### 16.3

- (a) Eraring Energy will replace clothing and footwear when worn out, lost or unsuitable for the purpose for which they were issued.
- (b) An employee must replace or pay for any item of clothing or tools lost or damaged through misuse or negligence.

- (c) An employee must satisfactorily account for any damaged or lost articles. Eraring Energy's decision in the matter is final.

### 17. Annual Leave

#### Amount of leave

17.1 Employees are entitled to the following amounts of annual leave after each 12 months' service:

- (a) Day workers - 140 hours
- (b) Shift workers on 7 day rotating roster - 140 hours plus:
  - (i) 35 hours after 12 months on the roster; or
  - (ii) a proportionate amount of 35 hours for periods less than 12 months of the roster.
- (c) Shift workers on other than 7 day rotating roster - 140 hours.

140 hours is the equivalent of four weeks annual leave and is not intended to reduce the entitlement to leave under the *Annual Holidays Act 1944*.

#### Public holidays falling within a period of leave

17.2 Annual leave does not include public holidays.

#### Rate of pay

17.3 Annual leave is paid as follows:

- (a) Day worker - full pay
- (b) Shift worker
  - (i) Ordinary rate of pay plus the employee's ordinary shift work penalty payments, had the employee not been on annual leave; or
  - (ii) Ordinary rate of pay if the roster loading under Clause 10 - Shift Work is more than the ordinary shift work penalty payments.

17.4 When can leave be taken?

By mutual agreement, an employee may take annual leave:

- (a) On or after its due date or as rostered; or
- (b) Before its due date if approved:
  - (i) Where a rotating annual leave roster operates; or
  - (ii) Where there are special circumstances.

17.5 If an employee or Eraring Energy terminates his or her services for any reason, any amount paid for annual leave which the employee has taken before its due date is an overpayment. Eraring Energy may subtract the amount of overpayment from any money payable to the employee on his or her termination without affecting its rights to recover the overpayment through court proceedings.

#### Notice of leave

- 17.6 Employees must give notice that they intend to take annual leave as soon as practicable and at least one month before the leave begins. However, if Eraring Energy agrees that extenuating circumstances exist, annual leave may be approved at shorter notice.

#### Leave on terminating service

- 17.7 If the service of an employee is terminated for any reason Eraring Energy must pay the employee or the employee's personal legal representative:
- (a) Accrued annual leave for completed years of service; and
  - (b) 8.3% of the weekly rate of pay at the employee's appointed grade on termination for each completed or part week of service, for the current leave accrual year.

### 18. Long Service Leave

#### What service counts?

- 18.1 In calculating how much long service leave an employee is entitled to, Eraring Energy must include:
- (a) actual service with Eraring Energy
  - (b) periods of service under Clause 7 - Calculation of Service.

Employees, who have taken or been paid for long service leave accrued in their previous period(s) of service and who are re-employed, will have those previous period(s) of service counted for qualifying purposes only for future entitlements.

#### At what rate does leave accrue?

- 18.2 Long service leave accrues as follows:

Length of Service	Amount of Leave
10 years =	13 weeks
15 years =	19.5 weeks
20 years =	30.3333 weeks
each year after 20 years	2.1666 weeks.

It is not intended to reduce the entitlement to leave under the *Long Service Act 1955*.

Transferred employees with periods of service listed in 18.1 and 7.1 must get an amount of long service leave at least equal to that to which they would have been entitled if they had not transferred. Any part of their entitlement which they have received from their previous employer is deducted from the total amount due from Eraring Energy.

- 18.3 The entitlement for length of service in between any of the periods listed in 18.2 is worked out on a proportional basis.

#### How is leave paid?

- 18.4 Long service leave is paid at the employee's appointed rate of pay at the time the leave is taken. Upon termination of employment with Eraring Energy, payment of the value of the long service leave is based on completed weeks of service.

#### When can leave be taken?

18.5 Employees may clear long service leave as it becomes due. However, if the time of taking the leave would seriously inconvenience Eraring Energy, then it must be postponed to a time on which both the employee and Eraring Energy can agree.

18.6 An employee may take long service leave:

- (a) On full pay:
  - (i) In periods of four weeks or more; or
  - (ii) With the agreement of Eraring Energy in periods of not less than two weeks; or
- (b) On half pay only at a time suitable to Eraring Energy and at its discretion. If half pay is chosen then the employee is entitled to a period of absence twice the amount of entitlement.

18.7 Employees must give Eraring Energy at least one month's notice before the date they intend to take long service leave.

Public holidays falling during leave

18.8 Long service leave does not include public holidays.

On leaving between five and ten years

18.9 If an employee has completed at least 5 years' service, then the employee is entitled to a proportional amount of long service leave equal to 1.3 weeks for each year of total service if:

- (a) Eraring Energy terminates the service of the employee for any reason; or
- (b) The employee ceases work because of illness, incapacity, or domestic or other pressing necessity; or;
- (c) The employee dies.

Eraring Energy must pay the employee (or the legal representative in the case of death) a cash amount equivalent to the leave.

After 10 years

18.10 If an employee has completed on the termination of employment at least 10 years' service which entitles the employee to long service leave, then Eraring Energy must pay the employee (or legal representative in the case of death) a cash amount equivalent to any untaken leave.

## 19. Sick Leave and Accident Pay

When may employees be granted sick leave

19.1 Employees may be granted sick leave, either with or without pay, when they are absent from work because:

- (a) they are personally ill or injured; or
- (b) they visit a medical practitioner for advice and/or treatment for actual or suspected personal illness or injury and they comply with the regulations in 19.18 to 19.26.

When will sick leave not be granted

19.2 Employees will not be granted sick leave when:

- (a) they have workers' compensation approved; or
- (b) subject to section 26 of the *Industrial Relations Act 1996*, the personal illness or injury was caused or substantially brought about by:
  - (i) the employees' wilful act, misconduct or negligence; or
  - (ii) participation in a game involving risk of injury unless Eraring Energy accepts that the participation is beneficial for the health and efficiency of the employee; or
  - (iii) participation in other employment.

#### Amount of sick leave

#### 19.3

- (a) The amount of sick leave with pay which may be granted will be ascertained by crediting each employee with the following periods:

	Leave on full pay - hours
Upon completion of three months' service	126
Upon completion of twelve months' service	126
Upon completion of each additional 12 months' service	126

These periods are cumulative. In crediting the above amounts after the completion of each year of service, the minimum requirements of Section 26 of the *Industrial Relations Act 1996*, will be taken into account.

- (b) Employees may apply to be paid sick leave at half pay for exceptional circumstances.
- (c) All employees transferred to Eraring Energy under the provisions of the *Energy Services Corporations Act 1995*, retain their sick leave credits they had at the date of transfer.

#### Calculation of entitlements

19.4 When calculating the amount of sick leave with pay for which employees are eligible, sick leave which has been granted at full and half pay respectively will be deducted from the entitlements in 19.3.

#### Calculation of an employees' entitlements

19.5 For each employee, the number of days for which paid sick leave has already been granted is calculated by the formula:

Total hours paid sick leave taken X 5, divided by the employee's ordinary weekly working hours.

#### Maximum period of leave

19.6 The maximum period of continuous paid sick leave is ordinarily 52 weeks.

19.7 Eraring Energy may approve additional sick leave with pay if:

- (a) The employee still has sick leave with pay outstanding after 52 weeks; or
- (b) If all sick leave with pay has been exhausted but Eraring Energy considers exceptional circumstances exist, such as the employees' length of service.

Leave to count as service

- 19.8 Any period of sick leave, with or without pay, or leave on accident pay that Eraring Energy approves, counts as service.

Retirement - ill health

- 19.9 Eraring Energy may retire employees on account of ill-health, which makes employees unable now and in the future to perform the duties of their appointed grade. Eraring Energy's Occupational Health Physician consultant and/or other medical practitioner, as agreed to by Eraring Energy and the Secretary of the Union concerned, must issue a certificate to this effect.

Retirement and sick leave

- 19.10 If Eraring Energy decides to retire an employee because of ill-health either:

- (a) The retirement must begin only after the employee has exhausted all sick leave credits; or
- (b) The employee must be paid any accrued sick leave outstanding.

Employees will not be granted any additional sick leave after Eraring Energy decides that they are to be retired ill-health. Where ever practicable, 14 days' notice of the intention to retire will be given to the employees concerned.

- 19.11 Only employees who are retired because of ill-health are entitled to be paid for accrued sick leave.

Sickness during long service leave and annual leave

- 19.12 If employees are personally ill or injured during annual or long service leave and produce appropriate medical evidence that they were unable to derive benefit from the leave, they must be granted, if they so elect, to have the period of illness or injury approved as sick leave:

- (a) For periods of one working day or more in the case of annual leave; or

For a period of at least 5 consecutive working days in the case of long service leave.

Public holidays during sick leave

- 19.13 A public holiday will not be counted as sick leave for employees if:

- (a) It occurs during a period of absence on approved sick leave; and
- (b) They would not have been required to work on that day.

- 19.14 Shift workers may elect to be paid at single time in substitution for sick leave if they:

- (a) Do not work a shift for which they are rostered on a public holiday because of personal illness or injury; and
- (b) Comply with the provisions relating to the granting of sick leave; and
- (c) Notify Eraring Energy of the impending absence before the shift begins; and
- (d) Submit an acceptable medical certificate in accordance with 19.20 to 19.23.

Shift workers who make this election will not have not deductions made from their sick leave entitlements.

- 19.15 Employees may elect to have a period of absence from work because of contact with a person suffering from an infectious disease or restrictions imposed by law concerning the disease, either;
- (a) Treated as sick leave; or
  - (b) Deducted from their annual leave.

#### Accident Pay

- 19.16 Accident pay is an amount that would bring the workers' compensation up to the employees' substantive salary for the weekly period in which it is paid.
- 19.17 Employees may be granted accident pay for a maximum period of 52 weeks if they:
- (a) Have workers' compensation approved; and
  - (b) Comply with 19.18 to 19.25.

However, where special circumstances exist, Eraring Energy may discontinue accident pay at any time after receipt of such payment for a period of twenty six weeks.

#### How to apply

- 19.18 Employees must claim sick leave or accident pay on the appropriate forms.

#### Medical examination

- 19.19 If required by Eraring Energy, employees must be examined by Eraring Energy's Occupational Health Physician consultant as soon as they are physically able.

#### Absences of three day or less

- 19.20 Employees must be able to prove to the satisfaction of their controlling officers that they were unable to attend for duty when claiming sick leave for three consecutive working days or less.

#### Absences of more than 3 days

- 19.21 Employees must submit a certificate from Eraring Energy's Occupational Health Physician Consultant or another medical practitioner to cover all periods of absence for which the employees claim:
- (a) Sick leave (with or without pay) exceeding three working days which are consecutive days; or
  - (b) Accident pay.

- 19.22 The medical certificate must contain:

The name of the employee

The period the employee is likely to be unfit for work

The date of which the employee will be able to report to Eraring Energy's Occupational Health Physician consultant

The date the employee first consulted a medical practitioner or Eraring Energy's Occupational Health Physician consultant

The medical practitioner's qualifications, name, address and signature or the signature of Eraring Energy's Occupational Health Physician consultant; and

The date of issue of the certificate

- 19.23 If the certificate does not include the nature or cause of the illness or injury, Eraring Energy may refer the employee to a nominated medical practitioner for examination.
- 19.24 Employees, who have applied to a medical practitioner for a medical certificate and are unable to obtain such certificate, must submit a statutory declaration containing:
- The name and address of the medical practitioner
  - The date of the consultation and
  - The reasons for not obtaining a certificate.
- 19.25 If Eraring Energy's Occupational Health Physician consultant certifies an employee as unfit for work, the employee must obtain a medical certificate from another medical practitioner when required by Eraring Energy's Occupational Health Physician consultant.
- 19.26 Sick leave or accident pay is paid to those employees only from the date on which they first consulted a medical practitioner and obtained a medical certificate. They may also be paid for a period before the consultation if the period does not exceed:
- (a) Three working days which are consecutive; and
  - (b) Two non-working days; and
  - (c) Any public holiday; and
  - (d) Any special day off related to the working of a nine day fortnight.
- 19.27 If Eraring Energy disputes a medical certificate, a referee may be appointed who is a medical practitioner agreed on by the employee and Eraring Energy. Any medical certificate issued by that referee must be accepted by the employee and Eraring Energy as conclusive.
- Eraring Energy must pay the fee if the referee decides in favour of the employee, and employees must pay the fee if the decision is against them.
- Eraring Energy must allow the employee to have leave with pay for any medical examination by the referee.
- 19.28 Each employee who is admitted to hospital must obtain a medical certificate stating:
- (a) The date of admission
  - (b) The nature of the incapacity for work
  - (c) The anticipated period of absence.
- Employees must obtain a medical certificate for each 4 weeks they are in hospital.

## 20. Family Carer's Leave

### Use of sick leave

- 20.1 An employee with responsibilities in relation to a class of person set out in 20.5, who needs their care and support, shall be entitled to use sick leave available from that year's annual sick leave entitlement, minus any sick leave taken from that year's entitlement, to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

20.2 Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under 20.1, sick leave accrued from the previous three years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.

20.3 Eraring Energy may, in special circumstances, make an additional grant of sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in 20.2.

#### 20.4 Proof of illness

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 sub-clause where another person has taken leave to care for the same person.

#### 20.5 Definitions

The entitlement to use sick leave in accordance with 20.1 to 20.4 is subject to:

- (i) The employee being responsible for the care of the person concerned; and
- (ii) The person concerned being:
  - (a) A spouse of the employee; or
  - (b) A de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
  - (c) A child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
  - (d) A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
  - (e) A relative of the employee who is a member of the same household, where for the purposes of this paragraph:
    - 1. 'relative' means a person related by blood, marriage 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.

#### Notice of absence

20.6 An employee shall, wherever practicable, give Eraring Energy 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 Eraring Energy by telephone of such absence at the first opportunity on the day of absence.

#### Unpaid Leave for Family Purpose

20.7 An employee may elect, with the consent of Eraring Energy to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 20.5, who is ill.

#### Annual Leave

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

#### Time off in lieu of payment for overtime

- 20.9 An employee may elect, with the consent of Eraring Energy to take time off in lieu of payment for overtime at a time or times agreed with Eraring Energy, within twelve (12) months of the said election.
- 20.10 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- 20.11 If, having elected to take time as leave in accordance with 20.9, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period, or on termination.
- 20.12 Where no election is made in accordance with 20.9, the employee shall be paid overtime rates in accordance with this Award.

#### Make-up Time

- 20.13 An employee may elect, with the consent of Eraring Energy 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 this Award, at the ordinary rate of pay.
- 20.14 An employee on shift work may elect, with the consent of Eraring Energy 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.

#### Rostered Days off

- 20.15 An employee may elect, with the consent of Eraring Energy to take a rostered day off at any time, in accordance with sub-clause 3.6 of this Award.

### **20A. Bereavement Leave**

- (i) An employee other than a casual employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subclause (iii) below.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Family Carer's Leave in subclause 20.5, 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 20.7, 20.8, 20.9, 20.10, 20.11, 20.12, 20.13, 20.14 and 20.15 in the said clause 20, Family Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

### **21. Public Holidays and Picnic Day**

### 21.1 Public Holidays

The following days are observed as public holidays:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, Picnic Day, Other proclaimed holidays observed throughout New South Wales.

What is day worker entitled to?

21.2 A day worker is entitled to public holidays without loss of ordinary pay if the employee is not absent without approval on the working day before and after the public holiday.

What is a shift worker entitled to?

21.3 A shift worker is:

- (a) Paid for public holidays in accordance with Clause 10 - Shift Work; and
- (b) Not entitled to be paid if absent without approval when the shift worker's normally rostered shift falls on a public holiday.

Are public holidays paid during a period of absence?

21.4 An employee who is entitled to payment for a public holiday is paid at single time when the public holiday occurs during a period of:

- (a) Approved leave without pay not exceeding 20 consecutive days or shifts
- (b) Approved sick leave without pay.

Picnic Day

21.5 Picnic Day will be observed by day workers on a day agreed to by employee/s and local management. For the purpose of shift rostering, picnic day will fall on the last Monday in November.

21.6 The conditions for pay set out in 21.2 to 21.4 apply to Picnic Day.

## 22. Standby Allowance

Who is entitled to the Allowance?

22.1 Employees who are required to be available for emergency and/or breakdown work at any time and are required to remain in communication must be paid standby allowance. These employees are termed "approved employees" and do not include those who have the allowance included in their salary by agreement between Eraring Energy and the relevant union(s).

22.2 Standby work includes:

- (a) restoring continuity of supply
- (b) returning to safe and proper operating condition any plant or equipment that has broken down in service, or is likely to break down
- (c) carrying out urgent maintenance work that if not carried out an interruption to supply may occur.

Work not included

22.3 Standby work does not include:

- (a) overtime that was arranged before an employee's normal ceasing time; and/or
- (b) work which does not involve an emergency or breakdown situation.

How much is the allowance?

22.4 Standby allowance is \$105.00 (2.3.02)/ \$110.25 (1.3.03) per week.

Payment of overtime worked when called out - day workers

22.5 "Approved" day workers who are called out and required to work overtime must be paid in accordance with Clause 11, Overtime - Day Work. They must receive a minimum payment of an hour and one half at double time.

Payment of overtime worked when called out - shift workers

22.6 "Approved" shift workers who are notified after leaving work must be paid in accordance with Clause 12 - Overtime Shift Work if the overtime commences:

- (a) two hours or more before the ordinary time:
  - (i) double time when the overtime merges with rostered commencing time
  - (ii) double time, with a minimum of three hours at single time, when the overtime does not merge with rostered commencing time.
- (b) Less than two hours before the ordinary commencing time, the appropriate rate provided for in Clause 12 - Overtime - Shift Work.

Additionally, in the case of non-merging overtime, the appropriate rate in Clause 12 - Overtime - Shift Work applies from the time of commencing overtime to the time of commencing the next rostered shift.

Public Holidays

22.7 Employees required to be on standby, in accordance with the provisions of this clause, on a public holiday shall have a day added to their accrued annual leave entitlement.

Standby availability

22.8 Employees standing by:

- (a) Must not be required to be constantly available beyond a period of four weeks if other employees are available for these duties; and
- (b) Must have at least one weekend, comprising two consecutive days, off duty in each four weeks, without reduction in standby allowance if other employees are not available.

### **23. Travelling Time and Fares**

23.1 Employees are required to travel to and from home and headquarters once at their own expense in connection with each ordinary working day or rostered shift.

When can it be claimed?

23.2 Employees are entitled to claim:

- (a) excess travelling time and excess fares when they are:
  - (i) are required to work at a location, which takes longer to travel to and from in comparison to their usual place of work; or
  - (ii) work overtime, which merges with ordinary working hours.
- (b) Travelling time and fares when they work overtime, which does not merge with ordinary working hours.

#### Who can claim?

23.3 All employees can claim for travelling time and fares as set out in this clause.

23.4 Employees cannot claim for any time spent travelling during ordinary working hours or shifts.

#### Transport

23.5 Employees who start or finish work at a temporary location or finish overtime at a time when reasonable means of transport is not available, must be provided with transport by Eraring Energy.

#### Method of payment

23.6 All travelling time must be paid at time and one half and fares calculated under the rate per kilometre method as determined by the Australia Taxation Office.

#### Travelling time calculation

23.7 Calculation of travelling time, including normal travel to and from work, will be based on the actual time taken in the most reasonable way and by the most expeditious route available. Employees living outside a radius of 40km from their permanent or temporary headquarters will be considered to live at that point.

#### Fares limitation

23.8 Fares are not payable to employees for journeys where transport is provided by Eraring Energy or where employees are in receipt of other car mileage allowance.

### **24. Working Away from Headquarters**

#### Overnight absence from home

24.1 When Eraring Energy requires employees to be accommodated away from their homes overnight, it must meet the cost of accommodation at an agreed standard. Eraring Energy must also pay employees an allowance for each meal taken plus an incidental allowance for each nights absence at a rate determined by the Australian Taxation Office.

#### Returning home after extended periods away

24.2 Eraring Energy must allow employees who are away from headquarters for an extended period of time to return home:

- (a) daily or at each weekend if the location of the temporary headquarters makes it practicable; or
- (b) every third weekend if daily or weekend return is impractical. Travel between temporary headquarters and home other than the first and last journeys must be in the employee's own time; or

- (c) more frequently if Eraring Energy considers it economical.
- 24.3 Employees returning home from their temporary headquarters on approved weekend travel must be provided with a meal allowance for each forward and return journey, provided they have worked the full ordinary hours at the temporary headquarters on the day of travel. The meal allowance will be paid at a rate determined by the Australian Taxation Office.

## **25. Grievance and Disputes Procedures**

- 25.1 This Award recognises that employees' grievances should be resolved speedily and effectively without recourse to industrial action. It is intended that most issues will be resolved informally between employees and supervisors.
- 25.2 Employees' work related grievances are to be dealt with as follows:
- (a) Employees or Union delegates who have a grievance on any issue shall firstly raise the matter with their immediate supervisor(s).
  - (b) The supervisor(s) shall provide the necessary response as soon as possible but no later than 24 hours following the grievance being raised.
  - (c) If an answer cannot be given within 24 hours a progress report will be given at that time.
  - (d) When the grievance has not been resolved to the satisfaction of any party, the issue will be referred to an Industrial Officer, or where there is no Industrial Officer available to another senior representative of management.
  - (e) The Industrial Officer, or management representative, and union representative will at the earliest possible time following referral, convene a grievance meeting which will attempt to resolve the matter.  
  
The meeting should include:  
  
Supervisor Representative  
  
Management Representative  
  
Delegate involved in grievance  
  
Union Official(s) or their representative
  - (f) The grievance will be discussed at the meeting with a view to achieving a agreement or resolution.
  - (g) Until the matter is resolved by the committee as detailed above, except where a genuine safety issue is involved or the matter is contained in this Award, the conditions that applied prior to the dispute will remain, without interruption and without prejudice to final settlement. Matters contained in this Award will prevail.
  - (h) If the matter is not settled then either:
    - (i) It shall then be referred to the Labor Council of New South Wales for their attention so as to provide conferences of all parties with a view to reaching a solution; or
    - (ii) If a agreement cannot be reached on the matter through foregoing procedure, it may then be submitted to the Industrial Relations Commission of New South Wales.

## 26. Anti-Discrimination

- 26.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 26.2 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.
- 26.3 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.
- 26.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation.
  - (b) Offering or providing junior rates of pay to persons under 21 years of age;
  - (c) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (d) A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 26.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause

### Notes

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

## 27. Telecommuting

### Definition

- 27.1 Telecommuting (or teleworking) is one of a number of flexible working arrangements, which is intended to be beneficial for both employees and Eraring Energy.
- 27.2 Approval to enter into a Telecommuting Agreement will be at the discretion of Eraring Energy.

### Supporting documentation

- 27.3 This clause is to be read in conjunction with the "Telecommuting Guidelines".
- 27.4 A Telecommuting Agreement will be in the form provided by relevant guidelines, which are agreed between the parties to this Award.

## 28. Miscellaneous

## Holding of meetings on Eraring Energy's premises

28.1 Permission to hold any meeting on any of Eraring Energy's premises must be requested by the union(s) concerned.

Such a request must be made to the Manager of the location and:

- (a) made by the Secretary, Executive Officer or accredited union representative of the union(s); and
- (b) in writing whenever practicable or verbally where there is not enough time; and
- (c) within reasonable time before the proposed meeting.

The request must include:

- (d) the purpose of the meeting; and
- (e) the time and place of the meeting; and
- (f) the estimated duration of the meeting.

Should a request for such a meeting not be approved, the meeting must not be held on Eraring Energy's premises.

Unless approved by the Managing Director employees must not be paid for time lost attending such meetings.

## 29. Appendix A

## Award Restructuring

- (a) The agreement of the parties includes exhibits tendered in former proceedings, particularly by Exhibits 15, 17, 18, 19, 20 (at pages 551 to 567 and pages 879 to 899), 30, 31, 32, and B, C, D and E. The said pages of Exhibit 20 and Exhibits 19, 30, 31 and 32 are the documents referred to as "Current Position Papers" in Paragraph 1 of Exhibit 4. The expression "the proceedings" in this clause means the proceedings conducted before the Industrial Commission in Court Session in relation to Matters 989 to 993 of 1990 during the period 4 to 8 February 1991.
- (b)
  - (i) In accordance with Exhibit 17 referred to in subclauses (a) of this clause, an agreement has been reached for the introduction of an Annualised Salary and Shift Self-containment for Operators in operating thermal power stations. This agreement is contained in Exhibits 2 and 3 of proceedings in Matter Numbers 1230, 1371 and 1373 of 1991.
  - (ii) The agreement on Annualised Salary, in so far as it contains provisions otherwise inconsistent with the provisions of the award, shall take precedence over such provisions to the extent of such inconsistency.

R. W. HARRISON *D.P.*

(1636)

SERIAL C1265

**TRANSFIELD SERVICES (AUSTRALIA) PTY LTD (PORT KEMBLA  
STEELWORKS) FACILITY MAINTENANCE AWARD 2002 - 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1156 of 2002)

Before Mr Deputy President Grayson

16 May 2002

**AWARD****1. Title**

This award shall be known as the Transfield Services (Australia) Pty Ltd (Port Kembla Steelworks) Facility Maintenance Award 2002 - 2004.

**2. Arrangement**

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Application and Parties Bound
4.	Term of Award
5.	Objectives of Award
6.	Intent
7.	Performance Initiatives
8.	Contract of Employment
9.	Wages and Allowances
10.	Working Arrangements
11.	Meal Breaks
12.	Annual Leave
13.	Public Holidays
14.	Long Service Leave
15.	Personal Leave
16.	Parental Leave
17.	Jury Service
18.	Union Membership and Elected Delegates
19.	Trade Union Training
20.	Clothing and Personal Protective Equipment
21.	Superannuation
22.	Income Protection Insurance
23.	Notice Boards
24.	Employment Security
25.	Right of Entry
26.	Security of Employee Entitlements
27.	Abandonment of Employment

- 28. Blood Donors
- 29. Anti-Discrimination and Harassment
- 30. Duress
- 31. Transmission of Business
- 32. Work Outside Port Kembla Steelworks
- 33. Dispute Resolution Procedure

### **3. Application and Parties Bound**

This award shall apply to Transfield Services (Australia) Pty Ltd, all its employees employed in the classifications set out in clause 9, Wages and Allowances, of this award, who are performing facilities management and building services maintenance work at BHP Port Kembla Steelworks and the unions party to this award.

The parties to this award are:

Transfield Services (Australia) Pty Ltd ABN 11093 114 553 ("the Company");

Electrical Trades Union of Australia, New South Wales Branch (ETU);

The Australian Workers' Union, New South Wales (AWU);

The New South Wales Plumbers and Gasfitters Employees' Union; and

Employees of Transfield Services Australia Pty Ltd who are members or entitled to be members of the organisations detailed above and are engaged in classifications specified in clause 9, Wages and Allowances.

### **4. Term of Award**

- 4.1 This award will come into operation on and from 1 November 2001 and shall wholly displace all other agreements and awards that would otherwise apply. The award shall remain in place to 30 June 2004.
- 4.2 The parties agree to commence negotiations for an enterprise agreement for three months prior to 30 June 2004.
- 4.3 The parties to this award shall not pursue any extra claims as per the period nominated in subclauses 4.1 and 4.2 of this clause.

### **5. Objectives of Award**

The objectives of this award are to:

enable the Company to perform work in the area covered by the award in a productive, efficient and orderly way;

provide appropriate remuneration and conditions of employment for employees working under the terms of the award; and

encourage employees to work in a productive, efficient, flexible and safe way in accordance with their full skills and competence to meet the requirements of the employer and its client.

### **6. Intent**

The intent of this award is to create an environment that enables employees to work together in a co-operative manner.

### **7. Performance Initiatives**

The parties recognise the financial performance of the Company and their respective futures, prosperity and employment security are inextricably linked. There is a range of issues that represent opportunities to enhance the Company's performance in the areas of health and safety, Company and employee relationships, learning and development, quality, productivity, efficiency, flexibility, cost effectiveness and achievement of contractual performance targets.

#### 7.1 Continuous Improvement and Innovation

The parties to this award are committed to the philosophy of continuous improvement and innovation through effective people and business management. Employees will be encouraged to contribute not only through effort but also through good ideas. We will also promote the concept of employees challenging decisions where there may be better ways of doing things.

#### 7.2 Occupational Health and Safety

This clause is to be read in conjunction with the *Occupational Health and Safety Act 2000*.

The parties to this agreement abhor the loss of life, sickness and disability caused at work. The parties agree to the establishment of health and safety committees in each workplace and the recognition of rights and training for health and safety representatives.

The parties are committed to pursuing the best means of safeguarding and improving the working life and health of employees.

The employer may, from time to time, issue regulations designed to increase safe working practices and conditions. On a variety of projects and sites where the employer undertakes work and regulations and the policies and practices of the employer are in force concerning safety restrictions, it is an express condition of employment of all employees covered by this award that such regulations as are issued from time to time will be strictly observed. It is recognised by the parties to this award that failure to observe these regulations can be grounds for instant dismissal. It shall be the duty of the employers to ensure that each employee is made aware of the regulations in force on the project or site on which such employee works. Employees will assist contractors in the implementation of safety programs, which are based on continuous improvement.

#### 7.3 Consultative Committee

The parties agree to establish a consultative committee to assist the parties to improve productivity, efficiency and to provide for the effective involvement of employees in the decision-making process. The committee will consist of an equal number of company and union representatives and the parties will work to set up their own charter on establishment.

The objectives of the committee are to investigate, determine, and make recommendations on matters including but not limited to:

- (i) introduction of new technology
- (ii) changes to work organisation
- (iii) expansion and investment
- (iv) quality
- (v) productivity improvement
- (vi) new management practices

Union representatives will have an open invitation to participate in the committee and will have adequate time and access to the employees they represent:

- (i) prior to the committee meetings to prepare for agenda items
- (ii) following committee meetings to report back, when necessary, on issues discussed.

Committee members will be provided with all relevant information and access to documentation and data pertaining to the subject matter in order to assist the consultative process, except where the Company is unable to do so for privacy or confidentiality reasons.

#### 7.4 Apprenticeships

The Company supports the philosophy of apprenticeships. This is seen as an investment for the future. It benefits the apprentice, the community and the business. It is the intent of the parties to pursue the introduction of an apprenticeships program involving the Company.

#### 7.5 Equal Employment Opportunity

The parties agree to comply with and promote the principles of equal opportunity legislation.

### **8. Contract of Employment**

The parties to this award are committed to the philosophy of full-time employment, but also recognise that, to be competitive, alternative work arrangements will be required. Casual, part-time and fixed-term employees will be balanced with the needs of the business. In short-term situations such as shutdowns, specialised work and emergency work, alternative employment arrangements will be introduced.

#### 8.1 Nature of Employment

Employment may be casual, part-time, full-time, or fixed-term as is specified in the formal letter of offer of employment. Employees shall perform work according to the following conditions:

By arrangement, employees shall work the ordinary working hours according to the work roster as the business needs may require from time to time as identified in clause 10, Working Arrangements.

Employees are expected to work reasonable overtime as required by the Company in addition to the rostered ordinary working hours.

Employees must use such protective clothing and equipment provided by the Company for specific circumstances.

Employees must comply with safety requirements of the Company.

#### 8.2 Types of Employment

##### Full-time Employment

An employee who has not been specifically employed on a part-time or casual basis shall be deemed to be employed full-time. The Company shall not contract outside of this award. In other words, there will be no other forms of employment for employees bound by this award except for those contained within this clause (e.g. no individual contracts, Australian Workplace Agreements or Prescribed Payment Systems).

##### Fixed-term Employment

The introduction of fixed-term employment may be agreed between the parties to suit the circumstances of the business.

##### Part-time Employment

By mutual agreement between the parties, an employee who is employed on a part-time basis shall be offered a fixed number of hours of not less than 12 hours in any one week period, and not more than 37.5 hours in a one week period, as agreed and confirmed in writing at the time of engagement or as varied by consent thereafter. A part-time employee shall be entitled to all leave benefits contained in this award on a pro rata basis. The hourly rate for a part-time employee shall be calculated by reference to the applicable hourly rate contained in clause 9, Wages and Allowances.

#### Casual Employment

A casual employee is one engaged for a minimum period of one day and paid as such. A minimum of four hours per day will apply where work is not available due to reasons beyond the control of the employer. The engagement of a casual may be terminated at any time upon one hour's notice or by payment in lieu. Employees engaged as casuals for a continuous period of six weeks will be entitled to full-time employment and shall be advised in writing of such by the Company. A casual employee shall not be employed for more than six weeks continuously. Consultation and agreement may extend this period of engagement with employee representatives.

Casual employees working ordinary time shall be paid 1/38th of the weekly wage, prescribed in clause 9, Wages and Allowances, for each hour worked. A casual employee shall not be entitled to any leave, public holidays, notice or severance benefits contained in this award but shall receive in lieu a loading of 25% of the ordinary rate of pay.

Unless there is an agreement between the parties, casual employees will only be employed when unplanned, unexpected changes in the workload or planned peak requirements require a short-term increase in the number of employees.

#### Apprentices

Where apprentices are employed directly by the Company, then the conditions of this award shall apply except for remuneration, which is specified as a percentage of the trade rate at 100%. The specific percentages to apply are as follows:

First Year Apprentice	42%
Second Year Apprentice	55%
Third Year Apprentice	75%
Fourth Year Apprentice	88%

Where the Company employs a new adult employee apprentice (21 years of age or more), then that employee shall be remunerated at the 85% wage rate of a tradesperson for the term of the apprenticeship until overtaken by the apprenticeship rate.

Existing adult employees who through company approval undertake an adult apprenticeship will be paid at their current classification rate.

### 8.3 Probation

The continued employment of full-time and part-time new employees (other than a casual employee) will be subject to the satisfactory completion of eight weeks on-the-job probationary period. During that time, probationary employees shall be provided with feedback on a monthly basis as how they are performing. At the conclusion of the probationary period the Company shall either confirm the employee's continued employment or terminate the employment of the employee in consultation with the work team. Provided that during the probationary period the employment of a probationary employee may be terminated by either party on the giving of notice of one week.

### 8.4 Performance of Duties

The Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award provided that

such duties are not designed to promote de-skilling, and payment will be in accordance with the classification structure.

#### 8.5 Absence without Pay

Any employee not attending for duty shall not be paid for the actual time of such absence unless the absence is in accordance with paid leave contained in this award and has been authorised.

#### 8.6 Termination of Employment

8.6.1 Notice for termination or dismissal of employment will be in accordance with the following:

Period of Continuous Service	Period of Notice
More than 1 month but less than 1 year	At least 1 week
More than 1 year but no more than 3 years	At least 2 weeks
More than 3 years but no more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

Note: Payment in lieu of notice shall be made if the appropriate notice period is not given. The notice of termination required to be given by an employee shall be the same as that required of an employer. By mutual agreement, the parties may enter into an arrangement that suits either party with a minimum notice period of not less than one week. An employee required to work during their notice period shall have that amount deducted whilst not at work during the notice period as required by the Company. (Notice period is increased by one week if an employee is over 45 years of age, subject to having completed at least two years' continuous service with the employer.)

#### 8.6.2 Redundancy Provisions

Redundancy means when a position is surplus to the needs of the business and where there is no alternative employment for the person/s occupying that position/s. Employees who choose to terminate their employment are not eligible for redundancy and summary dismissal does not entitle employees to a redundancy payment. The following provisions shall apply:

Period of Continuous Service	Period of Notice	
	Employee is under 45 Years of Age	Employee is 45 Years or More
Less than 1 year	Nil	Nil
At the completion of 1 year	4 weeks	5 weeks
At the completion of 2 years	7 weeks	8.75 weeks
At the completion of 3 years	10 weeks	12.5 weeks
At the completion of 4 years	12 weeks	15 weeks
At the completion of 5 years	14 weeks	17.5 weeks
At the completion of 6 years or more	16 weeks	20 weeks

The Company has the right to dismiss an employee without notice for gross misconduct on the employee's part, which justifies summary dismissal.

In the event of summary dismissal, payment will be made up to the time of dismissal only, e.g. theft of company property, violence against an employee or employer, vandalism or destruction of company property or other such matters warranting instant dismissal.

#### 8.7 Recovery of Monies Owed

It is agreed that in the event of an employee's employment being terminated for any reason, any monies advanced to the employee by the Company shall be recovered by the Company from any accrued entitlements owing to the employee and in accordance with the law.

### 8.8 Stand Downs

The Company is entitled to deduct payment for any day on which an employee cannot be usefully employed through any cause which the employer could not reasonably have prevented such as power and fuel shortages.

### 8.9 Facilities

The Company shall provide on-site facilities for its employees. These facilities shall be made available to all employees and comply with all relevant policies of the Company and prevailing laws.

### 8.10 Transport of Employees

It is a condition of employment that all employees ensure they transport themselves to and from work. Employees are responsible for getting to and from work whether by personal or public transport. An employee without personal transport working overtime without notification on the previous day, and with no access to public transport, shall be transported to their place of residence or to a place where public transport is available.

## 9. Wages and Allowances

9.1 An employee's remuneration shall be as provided for in this award and notified to prospective employees in the letter of offer of employment and the acceptance of appointment form or as varied from time to time.

9.2 The following wage rates will be paid (for the performance of a 38-hour week) for the respective classifications from the first pay period commencing on or after the specified date.

#### 9.2.1 Classification Structure - Maintenance Worker (MW)

Classification	1 November 2001	30 April 2002	31 October 2002	31 October 2003
MW1	\$685.00	\$698.70	\$726.65	\$755.70
MW 2	\$725.00	\$739.50	\$769.10	\$799.85
MW 3	\$764.00	\$779.30	\$810.45	\$842.90
MW 4	\$808.00	\$824.15	\$857.15	\$891.45
MW 5	\$843.00	\$859.85	\$894.25	\$930.00
MW 6	\$878.00	\$895.55	\$931.40	\$968.60

Note: The above rates are inclusive of all allowances, except a \$40.00 per week licence allowance for Licensed Electricians and a \$25.00 per week licence allowance for Air Conditioning/Refrigeration Mechanics, Leading Hand allowance (clause 9.3), meal allowance (clause 11.3), dirty work allowance (clause 9.2.4), confined space allowance (clause 9.2.3) and first aid allowance (clause 9.2.2). The licence allowance is set at \$40.00 and \$25.00 to reflect a pre-existing trade relativity on site for maintenance activities. This is an all-purpose allowance that will be amended in line with the percentage wage increases as listed above.

In addition to the rates listed above, there will be a performance-based payment bonus system - up to 3% flat payment (not for all purposes) for ordinary hours worked. This payment will be made on a quarterly basis. The performance-based payment system will be determined by key performance indicators consistent with the Transfield Services - BHPS Maintenance Alliance Commercial Contract.

#### 9.2.2 First Aid Allowance

An employee who is appointed by the Company to render first aid, and holds a current recognised and accredited first aid certificate, shall be paid an allowance of \$9.80 per week.

### 9.2.3 Confined Space Allowance

A confined space allowance of \$0.51 per hour will be paid in the following manner. "Confined space" means a compartment, space or a place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position or without proper ventilation and subject thereto includes such a space:

in the case of locomotives, inside the barrels of boilers, fire boxes, water spaces of tenders, side tanks, bunker tanks, saddle tanks or smoke boxes

in other cases, inside boilers, steam drums, mud drums, fire boxes or vertical or road vehicle boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, super heaters or economisers.

### 9.2.4 Dirty Work, Heat Money and Powerhouse Allowance

Employees engaged in an unusually or offensive capacity will be paid \$0.34 per hour. For this allowance to apply, the parties will finalise a document under which this allowance will apply having regard to previous site application.

Heat money will apply when work is performed in places where the temperature is raised by artificial means above 49 degrees Celsius. Employees whilst so engaged on work will receive an additional amount of \$0.34 per hour. This provision will apply consistent with previous site application.

Employees working and carrying out repairs or maintenance in rotary converter and/or static substations which are in regular operation will be paid a powerhouse allowance for all hours worked of \$0.54 per hour for trade level and above and \$0.27 per hour for all others.

#### 9.2.4.1 Plumbers' Allowances

The following allowances will apply to plumbers:

- (a) Plumber's licence - \$0.62 per hour
- (b) Gasfitter's licence - \$0.62 per hour
- (c) Drainer's licence - \$0.52 per hour
- (d) Plumber's and Gasfitter's licence - \$0.82 per hour
- (e) Plumber's and Drainer's licence - \$0.82 per hour
- (f) Gasfitter's and Drainer's licence - \$0.82 per hour
- (g) Plumber's and Gasfitter's and Drainer's licence - \$1.13 per hour

#### 9.2.4.2 Chokage Allowance

Plumbers and labourers assisting plumbers employed on any chokage necessitating the opening up of any soil, waste or drain pipes or scuppers conveying sewerage will be paid in addition the sum of \$3.17 per day (flat allowance).

### 9.2.5 All Other Allowances

The rates of pay as per the classification structure are inclusive of all other allowances except for the electrical licence (clause 9.2.1), first aid allowance (clause 9.2.2), confined space allowance (clause 9.2.3), dirty work allowance (clause 9.2.4), Plumbers' allowances (clause 9.2.4.1) and

Leading Hand allowance (clause 9.3). The rates of pay (clause 9.2.1) include but are not limited to the following allowances:

Supplementary Payment

Special allowance

Industry allowance

AIS allowance

Tool allowance

#### 9.2.6 Classification Descriptions

The following classification structure is to be applied to employees for skills acquired and utilized:

##### Maintenance Worker 1 (MW1)

This band includes trades assistants and other non-trades employees such as:

Forklift Drivers

Dogmen

##### Maintenance Worker 2 (MW2)

This band includes non-trades employees such as but not limited to:

Certified Riggers/Scaffolders

Crane Drivers (9t <15t, 16t <40t)

Beltmen

##### Maintenance Worker 3 (MW3) - 100%

This is the entry band for trades employees such as but not limited to:

Electrician

Boilermaker

Fitter

Welder (all certificates)

Machinist

Refrigeration Mechanic

##### Maintenance Worker 4 (MW4) - 105%

MW4 applies to the following skills acquired and utilised on the job:

- (i) three appropriate modules in addition to the training requirements of MW3 level; or
- (ii) three appropriate modules towards an Advanced Certificate; or

- (iii) three appropriate modules towards an Associate Diploma; or
- (iv) any training by a registered provider (e.g. TAFE) or by a State Training Authority which has been recognised as equivalent to an accredited course which the appropriate industry board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- (v) will have skills equivalent to the above gained through work experience subject to competency testing to the prescribed standards.

The following indicative tasks apply to a tradesperson at Level MW4:

- (1) exercises the skills attained through completion of the training/work experience prescribed for this classification;
- (2) exercises discretion within the scope of this grade;
- (3) works under limited supervision either individually or in a team environment;
- (4) understands and implements quality control techniques;
- (5) provides trade guidance and assistance as part of a work team;
- (6) exercises trade skills relevant to the specific requirements of the enterprise at a level higher than Engineering Construction Tradesperson Level 1.

#### Maintenance Worker 5 (MW5) - 110%

MW5 applies to the following skills acquired and utilised on the job:

- (i) six appropriate modules in addition to the training requirements of MW3; or
- (ii) six appropriate modules towards an Advanced Certificate; or
- (iii) six appropriate modules towards an Associate Diploma; or
- (iv) any training by a registered provider (e.g. TAFE) or by State Training Authority which has been recognised as equivalent to an accredited course which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- (v) will have skills equivalent to the above gained through work experience subject to competence testing to the prescribed standards.

The following indicative tasks apply to a tradesperson at Level MW5:

- (1) exercises the skills attained through completion of the training/work experience prescribed for this classification;
- (2) provides trade guidance and assistance as part of a work team;
- (3) assists in the provision of training in conjunction with supervisors and trainers;
- (4) understands and implements quality control techniques;
- (5) works under limited supervision either individually or in a team environment;
- (6) interacts with work groups to ensure job completion to target quality workmanship and guidance for others.

- (7) exercises precision trade skills using various materials and/or specialised techniques;
- (8) performs operations on a CAD/CAM terminal in the performance of routine modifications to the NC/CNC programs;
- (9) installs, repairs and maintains, tests, modifies, commissions and/or fault finds on complex machinery and equipment which utilises hydraulic and/or pneumatic principles and, in the course of such work, is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems;
- (10) works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising inter-connected circuits.

Maintenance Worker 6 (MW6) -115%

MW 6 applies to the following skills acquired and utilised on the job:

- (i) nine appropriate modules in addition to the training requirements of MW3; or
- (ii) nine appropriate modules towards an Advanced Certificate; or
- (iii) nine appropriate modules towards an Associate Diploma; or
- (iv) any training by a registered provider (e.g. TAFE) or by State Training Authority which has been recognised as equivalent to an accredited course which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- (v) will have skills equivalent to the above gained through work experience subject to competence testing to the prescribed standards

The following indicative tasks apply to a tradesperson at Level MW6:

- (1) exercises the skills attained through completion of the training/work experience prescribed for this classification;
- (2) exercises discretion within their level of training;
- (3) is able to provide trade guidance and assistance as part of a work team;
- (4) provides training in conjunction with supervisors and trainers;
- (5) understands and implements quality control techniques;
- (6) works under limited supervision either individually or in a team environment;
- (7) can schedule and co-ordinate maintenance work for teams including down day programme development and execution for a maintenance task team.
- (8) exercises high precision trade skills using various materials and/or specialised techniques;
- (9) works on machines or equipment which utilise complex mechanic or hydraulic and/or pneumatic circuitry and controls or a combination thereof;
- (10) works on machinery or equipment which utilise complex electrical/electronic circuitry and controls;

- (11) works on instruments which make up complex control system which utilises some combination of electrical/electronic mechanical or fluid power principles;
- (12) applies advanced computer numerical control techniques in machining or cutting or welding or fabrication;
- (13) exercises intermediate CAD/CAM skills in the performance of routine modification to programs;
- (14) works on complex or intricate interconnected electrical circuits at a level above MW5;
- (15) works on complex radio/communication equipment.

### 9.3 Leading Hand Rate

A Leading hand rate (all-purpose for Leading Hands designated by the week) shall be paid as follows. This payment is an allowance only paid whilst an employee has been selected as a Leading Hand:

Leading Hand	\$39.90 per week
Relief Leading Hand	\$8.40 per shift

Leading Hands whilst in the role shall have the leading hand rate recognised on a pro rata basis when calculating service entitlements.

### 9.4 Mixed Functions

An employee engaged for more than two hours on any day or shift carrying a higher rate than their classification shall be paid the higher rate for such day or shift. If engaged for two hours or less during one day or shift, the higher rate shall be paid for actual time worked.

### 9.5 Payment of Wages

All earnings shall be paid to employees by electronic transfer on a weekly or fortnightly basis into a bank account or other financial institution nominated by the employee.

Details of payment to employees on pay slips shall contain the following information:

- Name of employee
- Classification of the employee and reference number
- Date of payment (including period of payment)
- Classification rate (hourly)
- Hours of work (normal and overtime)
- Allowances
- Deductions (such as union, salary sacrifice)
- Annual leave balance of hours
- Special payments (such as annual leave payment)
- Long service leave payments

### 9.6 Payment on Termination

Upon termination of employment, wages due to an employee shall be paid on the day of such termination or forwarded to them by post or electronic fund transfer on the next working day.

## 10. Working Arrangements

### 10.1 Hours of Work

The ordinary hours of work shall be 38 hours per week which will generally be worked in eight hour days between 0600 (6.00 a.m.) and 1800 (6.00 p.m.) hours, Monday to Friday. The ordinary hours of work may also be worked in other configurations as mutually agreed between the employees concerned and the Company subject to work patterns meeting the Company's operational requirements and the needs of the business.

Where there is a need to vary the pattern of working the ordinary hours of work, the Company and the work team shall consult on the variation. Failing agreement, the Company shall give that work team and/or individual employees concerned two days' (48 hours) notice of the variation.

By agreement between the parties, hours may be varied either way by one hour.

#### 10.1.1 Extensive Hours of Work

The parties recognise that long working days on a regular basis may not be conducive to a safe, healthy and productive work environment. Where hours on any day worked exceed 12 consecutive hours, they shall be subject to:

working within the Occupational Health and Safety Guidelines of the ACTU Code of Conduct regarding 12 hour shifts

proper health monitoring procedures being adopted

suitable roster arrangements

effective support from management

#### 10.1.2 Daylight Saving

When daylight saving comes into effect or is discontinued, employees shall be paid by the time of the clock at the commencement and conclusion of their shifts. Night shift employees who are at work when the clocks are altered will either work one hour longer for no additional pay or one hour less for the same pay.

### 10.2 Shift Work

"Shift work" means shift work scheduled for five consecutive workdays or more, Monday to Friday inclusive.

The Company, through consultation with work teams, can direct employees to work shift work as required and the employees shall work the shift work as directed. The time of commencing and finishing shifts, once having been determined, may be varied by agreement between the Company and the majority of employees concerned to suit the business or, in the absence of agreement, by 48 hours' notice of alteration given by the Company to the employees.

Where shifts fall partly on separate days, the day that has the major portion of the shift shall be recognised. Where shifts fall partly on a holiday, the shift that has the major portion falling on the public holiday shall be regarded as the holiday shift.

#### 10.2.1 Afternoon Shift

"Afternoon shift" means any shift finishing after 6.00 p.m. and at or before midnight. Employees whilst working on a afternoon shift shall be paid an allowance of 20% on the employee's base rate of pay for ordinary hours only.

#### 10.2.2 Night Shift

"Night shift" means any shift finishing subsequent to midnight and or before 8.00 a.m. Employees whilst working on night shift shall be paid an allowance of 30% on the employee's base rate of pay for ordinary hours only.

Provided that, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days.

#### 10.2.3 Rostered Shift

"Rostered shift" means a shift of which the employee concerned has had at least 48 hours' notice, or has otherwise agreed to work.

#### 10.2.4 Shift Rosters

Shift rosters shall specify the commencing and finishing times of ordinary hours of the respective shifts. Where shifts are broken penalties shall be applied as per overtime entitlements.

#### 10.2.5 Broken Shift

An employee who works on broken shift which does not continue for at least five successive shifts shall be paid for each shift 50% for the first two hours and 100% for the remaining hours.

### 10.3 Rotating Permanent Shift Work

The parties will discuss, and by mutual agreement shall develop criteria and a set of conditions for the introduction of seven-day rotating permanent shift work.

### 10.4 Rostered Breaks Between Shifts

When overtime is worked, it shall, wherever reasonably practicable, be so arranged that an employee has at least ten consecutive hours off duty between the work of successive days. An employee (other than casual employees) who works so much overtime between the completion of the ordinary hours worked on any day and the commencement of ordinary hours on the next day that the employee has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime and not required to recommence work until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time rostered during such absences.

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

### 10.5 Overtime

Work performed outside of ordinary hours shall be deemed to be overtime and paid (excluding shift work) as follows:

Monday to Friday - at time and a half for the first two hours and double time thereafter

Saturday - at time and a half for the first two hours and double time thereafter. Any hours worked after 12 noon on Saturday will be paid at double time.

Sunday - at double time.

Public Holidays - at double time and a half.

The penalties mentioned above shall be applied to 1/38th of the base weekly rates as defined in clause 9, Wages and Allowances.

#### 10.5.1 Shift Workers - Payment for Saturday, Sunday, Public Holidays and Overtime

A shift employee working on a Saturday, Sunday, public holiday or on overtime will be paid as follows:

Saturday work - at time and a half

Sunday work - at double time

Public Holiday work - at double time and a half

Overtime worked other than Sundays or public holidays - at time and a half for first two hours and double time thereafter.

#### 10.6 Rostered Days Off

The ordinary hours of work shall be rostered to provide employees with one rostered day off (RDO) per month (normally the fourth Friday in a four-week cycle).

The RDOs may be scheduled as mutually agreed between the employee and the Area Manager to suit the need of the business. The RDOs may also be taken on alternative days by individual agreement for personal/operational needs. If agreement cannot be reached, employees may be directed to use any day/s of accumulated RDOs, provided 48 hours' notice is given to the employee.

RDOs may be accrued to a maximum of five days unless previously agreed with the Area Manager.

Where an RDO falls on a public holiday, the next working day shall be taken as the RDO or may be taken as mutually agreed between the employee and the Company.

#### 10.7 Call Back

Where an employee is recalled to work after leaving the workplace, the following shall apply:

The employee shall be paid for a minimum of four hours at the rate of time and half for the first two hours and double time thereafter (or double time for the full period for continuous shift workers). (Weekend call out will be paid at the relevant overtime rate). There are number of conditions which apply to this provision:

If the employee is recalled on more than one occasion between the termination of their ordinary work on one day and commencement of their ordinary hours on the next ordinary working day, the employee shall be entitled to the four hours' minimum overtime payment. However, in such circumstances it is only the time which is actually worked during previous call or calls which is to be taken into account when determining the rate for subsequent calls.

The employee will not be required to work the full four hours if the job in question is completed within a shorter period.

Overtime worked in this clause is not to be regarded as overtime for the purpose of subclause 11.3 of clause 11, Meal Breaks, when the actual time worked is less than three hours on the call back or each subsequent call back.

#### 10.8 Availability for Duty

An employee designated by his/her supervisor for availability duty will be paid an allowance of \$15.00 per day (\$105.00 for a full week) for holding in readiness to attend call out work.

### 11. Meal Breaks

- 11.1 A minimum 30 minute unpaid meal break shall be taken at a time convenient to the operations and the business, as near as practicable to the middle of the day or shift, respectively. Employees shall be entitled to a paid ten-minute morning break each weekday.
- 11.2 Employees shall be paid at overtime rates for all time worked in excess of five hours without commencing an uninterrupted meal break or crib break due to the requirements of the employer.
- 11.3 Employees required to work more than a ten-hour shift shall be entitled to a 20-minute crib break and to a further crib break in respect of each completed four hours of overtime after the initial eight hours (exclusive of the crib break), if they are to continue work after such four hours. Employees not notified the previous day shall be paid \$8.00 (meal allowance) to purchase each meal at crib time.
- 11.4 Employees required to work overtime not continuous with ordinary hours shall be entitled to a crib break in respect of each completed four hours of overtime (exclusive of crib break) if they are to continue after such four hours.
- 11.5 Employees who agree not to take a crib break to which they are entitled but continue to work instead shall be paid equivalent to the period of crib time in addition to the time worked.
- 11.6 The crib break referred to herein may be taken in relays so as not to have a significant impact on operations and so long as they do not exceed 20 minutes in duration and shall be paid at ordinary time rates for the first crib and without deduction of pay thereafter.
- 11.7 If an employee has provided a meal or meals on the basis that he or she has been given notice to work overtime and the employee is not required to work overtime, the employee shall be paid the prescribed meal allowance if the meal has become spoiled/surplus.

### 12. Annual Leave

The provisions of the *Annual Holidays Act 1944* shall apply.

### 13. Public Holidays

The following days shall be prescribed public holidays for the purposes of this award where days are gazetted by the NSW Government as substitution or in addition to the following days those days shall apply:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day

Employees will be entitled to a picnic day on a day agreed by the parties.

### 14. Long Service Leave

The provisions of the *Long Service Leave Act 1955* shall apply.

### 15. Personal Leave

- 15.1 Amount of Paid Personal Leave

15.1.1 Paid personal leave is available to an employee when they are absent:

due to personal illness or injury (sick leave)

for the purposes of caring for an immediate family or household member who is sick and requires the employee’s care and support (carer’s leave)

for bereavement on the death of an immediate family or household member (bereavement leave).

15.1.2 The amount of personal leave to which an employee is entitled depends on how long they have worked for the employer and accrues as follows:

Length of Time Worked for the Employer	Personal Leave (Hours)
Less than 12 months	54.0
1 year to 5 years	76.8
5 years or more	92.0

Provided that an employee who normally works eight or more hours a day so as to provide a rostered day(s) off in a work cycle in accordance with subclause 10.6 of clause 10, Working Arrangements, is entitled to the following amount of personal leave:

Length of Time Worked for the Employer	Personal Leave (Hours)
Less than 12 months	56.0
12 months to 5 years	80.0
5 years or more	96.0

15.2 Accumulation of Personal Leave

15.2.1 First Year of Employment

At the end of the first year of employment, unused personal leave accrues by the lesser of:

38 hours (or 40 hours if the employee normally works eight or more hours in a day) less the amount of sick leave and carer’s leave taken during the year; or

the balance of the year’s unused personal leave.

15.2.2 Second and Subsequent Years of Employment

At the end of the second and subsequent years of employment, unused personal leave accrues by the lesser of:

60.8 hours moving to 76 hours after five years (or 64 hours, moving to 80 hours after five years, if the employee normally works eight or more hours in a day) less the amount of sick leave and carer’s leave taken; or

the balance of the year’s unused personal leave.

15.2.3 Maximum Amount of Accumulated Personal Leave

Personal leave may accumulate to a maximum of 729.6 hours (or 768 hours if the employee normally works eight or more hours a day).

15.3 Definitions

15.3.1 The term "immediate family" includes:

spouse (including a former spouse, a de facto spouse and a former de facto spouse), which means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis. Spouse for the purpose of this clause will also include same sex partners living with the employee on a bona fide domestic basis; and

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

- 15.3.2 "Accumulated personal leave" is personal leave accumulated under subclauses 15.1 and 15.2 of this clause.

#### 15.4 Sick Leave

##### 15.4.1 Entitlement

The amount of personal leave an employee may take as sick leave depends on how long they have worked for the employer and accrues as set out in the following tables.

Accumulated personal leave may be used for sick leave if the current sick leave entitlement is exhausted.

##### 15.4.2 Effect of Workers' Compensation

If an employee is receiving workers' compensation payments, they are not entitled to sick leave.

##### 15.4.3 Employee Must Give Notice

The employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty and as far as practicable state the nature of the injury or illness and the estimated duration of the absence.

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

##### 15.4.4 Evidence Supporting Claim

The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, that the employee was unable to work because of injury or personal illness.

##### 15.4.5 Single Day Absences

An employee who has already had two paid sick leave absences in the year, the duration of each absence being of one day only, is not entitled to further paid sick leave in that year of a duration of one day only, without production to the employer of a certificate of a qualified medical practitioner which states that the employee was unable to attend for duty on account of personal illness or injury.

An employer may agree to accept a statutory declaration in lieu of the required medical certificate.

Nothing in this paragraph limits the employer's right under paragraph 15.4.4 of this subclause.

##### 15.4.6 Broken Services

If an employee is terminated by their employer and is re-engaged by the same employer within a period of six months, other than on a casual basis, then the employee's unclaimed balance of sick leave shall continue from the date of re-engagement.

## 15.5 Bereavement Leave

### 15.5.1 Paid Leave Entitlement

A full-time employee is entitled to use up to 16 hours personal leave as bereavement leave on each occasion and on production of satisfactory evidence (if required by the employer) of the death of a member of the employee's immediate family or household.

### 15.5.2 Part-time Employees

A part-time employee is entitled to take two days, up to a maximum of 16 hours bereavement leave on the same basis as prescribed for full-time employees in paragraph 15.5.1 of this subclause except that leave is only available where a part-time employee would normally work on either or both of the two working days following the death.

### 15.5.3 Unpaid Bereavement Leave

Where an employee has exhausted all personal leave entitlements, including accumulated leave entitlements, they are entitled to take unpaid bereavement leave. The employer and employee should agree on the length of the unpaid leave. In the absence of agreement, a full-time employee is entitled to take up to 16 hours unpaid leave, provided the requirements of clause paragraph 15.5.1 of this subclause are met, and a part-time employee is entitled to take up to two days unpaid leave, to a maximum of 16 hours, provided the requirements of paragraph 15.5.2 of this subclause are met.

## 15.6 Carer's Leave

### 15.6.1 Paid Leave Entitlement

An employee is entitled to use up to 40 hours' personal leave each year to care for members of their immediate family or household who are sick and require care and support. This entitlement is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take carer's leave where another person has taken leave to care for the same person.

### 15.6.2 Notice Required

- (i) When taking carer's leave, the employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably possible to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of such absence.
- (ii) The notice must include:
  - the name of the person requiring care and support and their relationship to the employee;
  - the reasons for taking such leave; and
  - the estimated length of absence.
- (iii) The employee must, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that such illness requires care by another.

15.6.3 Unpaid Carer’s Leave

An employee may take unpaid carer’s leave by agreement with the employer.

**RATIONALE AND STRUCTURE OF THE PERSONAL LEAVE PROVISIONS**

First Year of Employment Amount of Leave		
5 days' sick leave	38 hours where a 7.6 hour day is worked	or 40 hours where 8 hours or more are worked per day
plus 2 days' bereavement leave	16 hours	16 hours
Total 7 days' personal leave	54 hours where a 7.6 hour day is worked	or 56 hours where 8 hours or more are worked per day
Limits On The Various Types Of Personal Leave		
Maximum amount of personal leave	54 hours or 56 hours (depending upon the hours of work arrangements in place)	
Maximum amount of sick leave	38 hours or 40 hours (depending upon the hours if work arrangements in place)	
Maximum amount of carer’s leave	40 hours	
Maximum amount of bereavement leave	16 hours per occasion	
Second & Subsequent Years Of Employment Amount Of Leave		
8 days' sick leave moving to 10 days	60.8 hours where a 7.6 hour day is worked, moving to 76 hours after 5 years	or 64 hours where 8 hours or more are worked per day, moving to 80 hours after 5 years
plus 2 days' bereavement leave	16 hours	16 hours
Total 10 days' personal leave	76.8 hours where a 7.6 hour day is worked	or 80 hours where 8 hours or more are worked per day
Limits On The Various Types Of Personal Leave		
Maximum amount of personal leave	76.8 hours or 80 hours (depending upon the hours of work arrangements in place)	
Maximum amount of sick leave	60.8 hours or 64 hours moving to 76 or 80 hours after 5 years (depending upon the hours if work arrangements in place)	
Maximum amount of carer’s leave	40 hours	
Maximum amount of bereavement leave	16 hours per occasion	

**16. Parental Leave**

Provisions of the *Industrial Relations Act* 1996 will apply.

**17. Jury Service**

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

**18. Union Membership and Elected Delegates**

18.1 The Company shall support the union parties to this award by way of providing union membership information and providing for payroll deductions of union dues as authorised by employees.

18.2 Accredited Union Delegate

An employee-appointed union delegate/s (shop steward) shall, upon official notification to the Company, be recognised as the accredited representative of the union to which they belong. An

accredited union delegate shall be allowed necessary time during working hours to interview a representative of the Company on matters affecting employees they represent.

### **19. Trade Union Training**

The union delegate (shop steward) nominated by their union to attend a union-sponsored training course will be granted up to five days leave (per annum) of absence without loss of earnings provided that:

the Company receives at least two weeks' notice of the nomination from the union setting out times, dates, content and venue for the course;

the employee concerned can be released from duty by the Company for the period of the course, without affecting normal operations;

further leave may be granted subject to agreement between the parties. The accredited delegate will be entitled to paid leave to attend Industrial Relations Commission hearings.

### **20. Clothing and Personal Protective Equipment**

- 20.1 It is a requirement that employees wear authorised Company-issued clothing/uniform and appropriate personal protective equipment, including steel capped boots.
- 20.2 On engagement, full-time employees shall be issued with one pair of safety boots, four shirts, four trousers and one jacket.
- 20.3 On an annual basis after 12 months' continuous service, full-time employees shall be entitled to one pair of safety boots, two shirts and two trousers. Boots will be provided earlier by demonstrated fair wear-and-tear.
- 20.4 One winter jacket (for employment in the period 1 May - 1 September) will be provided every two years to employees. Where possible the jacket will be manufactured in Australia.
- 20.5 Employees who leave within the probationary period (eight weeks) shall reimburse the Company for clothing and personal protective equipment as per the letter of offer of employment.
- 20.6 Clothing and footwear provided by the Company shall be replaced by the Company on a fair wear-and-tear basis after approval from the appropriate supervisor/team leader.
- 20.7 It is a condition of employment that clothing/uniforms provided by the Company to employees shall be worn at all times during working hours. Employees failing to comply with this requirement will be managed through a counselling and disciplinary process.
- 20.8 Records of type of clothing issued to employees will be recorded by the Company.

### **21. Superannuation**

- 21.1 The Company shall contribute the statutory employer superannuation contribution to C Bus, NESS or other agreed and approved superannuation fund that complies with the *Superannuation Guarantee Charge Act* 1992 and Regulations on behalf of each eligible employee as defined in the regulations on a monthly basis.
- 21.2 The level of contributions will be in accordance with the levels prescribed by the act and varied from time to time.
- 21.3 Employees may voluntarily elect to contribute a proportion of their wages on a salary sacrifice basis to their nominated superannuation fund. To do so an employee is required to notify the Company in writing and the Company will deduct the authorised amount from the employee's pay and remit it to their superannuation fund.

## 22. Income Protection Insurance

Permanent employees of the Company engaged pursuant to this award shall be provided with income protection insurance under the following terms and conditions:

A qualifying period of 14 days.

The insurance cover benefits payable will be applied for a maximum period of two years.

The Company will contribute up to 1% of an employee's gross earnings to an income insurance plan, subject to the following:

- (i) In the event that the claims experience requires a review of the insurance plan, the adjustment will be to the plan and not the Company's insurance premium.
- (ii) People accessing the insurance plan will agree to participate in the rehabilitation program, which includes assessment by the Company's nominated medical services provider and acceptance of that assessment.

## 23. Notice Boards

The Company shall provide notice boards of reasonable dimensions to be located in prominent positions at the site upon which accredited union representatives shall be permitted to post formal union notices signed or countersigned by the representative posting them.

Any notice posted on a board not so signed or countersigned may be removed by an accredited representative or the Company.

## 24. Employment Security

Security of employment is important for improving working relationships, trust and co-operating with change. We do not want an environment where everyone is working in fear of losing their employment. We want an environment where people focus on doing jobs safely and well, implementing improvement actions, adapting swiftly to change and caring for the business. Real employment security will only be achieved by successful business performance. Working together in implementing change and improvement will maximise security for everyone.

It is not the Company's intention to have any forced retrenchments during the life of this agreement.

While workplace change, new technologies and changes in operations will be ongoing, every opportunity will be taken to effect changes through voluntary means and natural attrition.

The parties agree that any changes in the area of employment shall be handled in the following manner:

- (1) Employees shall be offered other available positions where possible.
- (2) An employee's skills shall be further developed to improve flexibility.
- (3) Employee numbers shall be reduced if required by natural attrition.
- (4) Voluntary retirement schemes shall be used in preference to forced redundancies.

If the above steps do not resolve the situation, the Company shall enter into further discussions with the union with a view of resolving the situation to the satisfaction of both parties.

Provided further that this clause will not apply to situations of loss or substantial change to contract scope.

## 25. Right of Entry

An officer of the union shall have the right to enter in accordance with the *Industrial Relations Act 1996* as the Act stands at the date of certification of this award.

## 26. Security of Employee Entitlements

- (1) The parties to this award are committed to ensure that all the entitlements accruing to employees are secure.
- (2) The parties note that certain legislative mechanisms are in place and additional laws are proposed to guarantee employee entitlements in the event that any employer fails to meet these payments.
- (3) At the time of making this award the relevant laws are not finalised. It is anticipated that this will occur within six months of commencement of this award. Employment of previously employed BHP employees by the Company is expected to commence on 26 November 2001. Prospective employees have sought assurances as to their entitlements that will accrue prior to the introduction of the relevant legislation.
- (4) The Company has made available to the unions written advice from its auditors confirming its financial status and its compliance with making adequate provision for employee entitlements. The Company will also continue to provide the audited financial statements which confirm the adequacy of provision for employee entitlements.
- (5) In order to provide even further confidence and assurance to the employees of BHP who have expressed interest in becoming employees of the Company, the Company agrees that it will now put in place on an interim basis a bank guarantee or similarly secure arrangement that protects the relevant employee entitlements that accrue under this award. This arrangement shall be in place prior to the first pay date after 26 November 2001 and will remain in place for a period of six months or until the earlier commencement of the relevant legislation.
- (6) This clause is made in recognition of the particular terms under which a final settlement facilitating the establishment of the maintenance services alliance has been made and will not be used by either party as a precedent given the arrangements pertaining thereto.
- (7) The Company will, immediately upon written agreement to this award by all parties, make arrangements with the unions to implement the provisions of subclause (5) of this clause.

## 27. Abandonment of Employment

An employee absent from work for a continuous period of three working days without Company approval, and without notification to the Company, shall be deemed to have abandoned their employment.

If, after a period of two weeks from the last day of absence, the employee has not established a satisfactory reason for their absence and non-notification, the employee shall have their employment terminated.

## 28. Blood Donors

The Company will promote blood donations from its employees. The Company shall also pursue ways employees may actually donate blood with minimal disruption to the business.

## 29. Anti-Discrimination and Harassment

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

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

#### NOTES

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

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

### **30. Duress**

This award has not been entered under duress by any of the parties to the award.

### **31. Transmission of Business**

Where transmission of business occurs and affects employees covered by this award, the parties shall by an exchange of letter/s enter into correspondence that clearly outlines the benefits and entitlements due to employees and how such entitlements shall be managed. Matters to be covered may include such items as annual leave, personal leave, superannuation, sick leave and redundancy.

### **32. Work Outside Port Kembla Steelworks**

It is the intention of the business to enhance employment security by securing complimentary work outside of BHP Steelworks. For work performed outside the scope of this award the relevant terms and conditions of the appropriate State award will apply.

### **33. Dispute Resolution Procedure**

The parties to this award are committed to harmonious employee relations based on mutual trust, open communication and proactive consultation processes. Best endeavours will be used to resolve issues such as problems, questions, disputes, difficulties or concerns at all times and at the lowest possible level in the Company.

Any issue requiring resolution shall be dealt with in the following manner:

- (i) Where an employee(s) has an issue which has not been resolved in the normal course of business, they shall raise it with their Team Leader/Supervisor and both shall use their best endeavours to resolve it as quickly as possible.
- (ii) Where an issue is directly relevant to a work area, it shall be discussed and every endeavour made to resolve it within the appropriate team.
- (iii) Should the issue not be resolved as above within a sensible, mutually agreed timeframe, it shall be referred to and discussed with the Alliance Manager or Operations Manager.
- (iv) If not resolved, any of the parties may raise the issue with the Co-ordinator for resolution.
- (v) If still unresolved, the matter may be referred to the relevant union, which will discuss the matter with the Company.
- (vi) Before the issue proceeds to the Industrial Relations Commission, the Company will ensure that its management and the union will ensure that its local union official have been involved in the process.
- (vii) If still not resolved, the matter may be referred to the Industrial Relations Commission by either party for conciliation and/or arbitration in accordance with due process.

At levels (i) to (v) inclusive of the above, the employee(s) may choose to have an accredited union representative or another employee in attendance.

While the above process is being pursued, work shall continue as normal (without bans or limitations).

The parties to this award may raise an issue to a higher level in the process at any time.

Levels (i) to (v) shall be completed within seven working days.

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

1633)

**SERIAL C1235**

**K & R FABRICATIONS (W'GONG) PTY LTD (PORT KEMBLA STEELWORKS) MAINTENANCE 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 1494 of 2002)

Before The Honourable Justice Walton, Vice-President

27 March 2002

**AWARD**

### 1. Title

This Award shall be known as the K&R Fabrications (W'Gong) Pty Ltd (Port Kembla Steelworks) Maintenance Award 2001.

### 2. Index

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### 3. Application and Parties Bound

This Award shall apply to K&R Fabrications, all its' employees employed in the classifications set out in Clause 9 of this Award, who are performing mechanical maintenance, modification, shutdown and engineering work at BHP Port Kembla Steelworks and the unions party to this Award.

The parties to this Award are:

K&R Fabrications (W'gong) Pty Ltd ABN 56 002 396 849;

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch (A.F.M.E.P.K.I.U.);

The Australian Workers' Union, New South Wales (AWU) - Port Kembla Branch; and

Employees of K&R Fabrications (W'gong) Pty Ltd who are members or entitled to be members of the organisations detailed above and are engaged in classifications specified in Clause 9 of this Award.

#### **4. Term of Award**

- 4.1 This Award will come into operation from the 27 March 2002 and shall wholly displace all other agreements and awards that would otherwise apply. The Award shall remain in place to 30 June 2004.
- 4.2 The Parties agree to commence negotiations for an Enterprise agreement for three (3) months prior to 30 June 2004.
- 4.3 The Parties to this Award shall not pursue any extra claims as per the period nominated in subclauses 4.1 and 4.2.

#### **5. Objectives of Award**

The objectives of this Award are to:

Enable the company to perform work in the area covered by the Agreement in a productive, efficient and orderly way, and

Provide appropriate remuneration and conditions of employment for employees working under the terms of the Agreement.

Encourage employees to work in a productive, efficient, flexible and safe way in accordance with their full skill and competence to meet the requirements of the employer and its client.

#### **6. Intent**

The intent of this award to create an environment that enables employees to work together in a cooperative manner.

#### **7. Performance Initiatives**

The Parties recognise the financial performance of the Company and their respective futures, prosperity and employment security are inextricably linked. There are a range of issues that represent opportunities to enhance the Company's performance in the areas of health and safety, Company and employee relationships, learning and development, quality, productivity, efficiency, flexibility, cost effectiveness and achievement of contractual Performance Targets.

##### **7.1 Continuous Improvement and Innovation**

The Parties to this Award are committed to the philosophy of continuous improvement and innovation through effective people and business management. Employees will be encouraged to contribute not only through effort but also through good ideas. We will also promote the concept of employees challenging decisions where there may be better ways of doing things.

##### **7.2 Occupational Health and Safety**

This clause is to be read in conjunction with the NSW *OH&S Act 2000*.

The parties to this agreement abhor the loss of life, sickness and disability caused at work. The parties agree to the establishment of health and safety committees in each workplace and the recognition of rights and training for health and safety representatives.

The parties are committed to pursuing the best means of safeguarding and improving the working life and health of employees.

The employer may, from time to time, issue regulations designed to increase safe working practices and conditions. On a variety of projects and sites where the employer undertakes work and regulations and the policies and practices of the employer are in force concerning safety restrictions, it is an express condition of employment of all employees covered by this Award that such regulations as are issued from time to time will be strictly observed. It is recognised by the parties to this Agreement that failure to observe these regulations can be grounds for instant dismissal. It shall be the duty of the employers to ensure that each employee is made aware of the regulations in force on the project or site on which such employee works. Employees will assist contractors in the implementation of safety programs, which are based on continuous improvement.

### 7.3 Consultative Committee

The parties agree, on request, to contribute to or join a consultative committee to assist the parties improve productivity, efficiency and to provide for the effective involvement of employees in the decision making process. The committee will consist of an equal number of company (Transfield Services and K&R Fabrications) and union representatives and the parties will work to set up their own charter on establishment.

The objectives of the committee are to investigate, determine, and make recommendations on matters including but not limited to:

- (i) Introduction of new technology
- (ii) Changes to work organisation
- (iii) Expansion and investment
- (iv) Quality
- (v) Productivity improvement
- (vi) New management practices

Union representatives will have an open invitation to participate in the committee and will have adequate time and access to the employees they represent:

- (i) prior to the Committee meetings to prepare for agenda items
- (ii) Following Committee meetings to report back, when necessary, on issues discussed.

Committee members will be provided with all relevant information and access to documentation and data pertaining to the subject matter in order to assist the consultative process, except where the company is unable to do so for privacy or confidentiality reasons.

### 7.4 Apprenticeships

K&R Fabrications has in the past demonstrated its long term commitment to the development of apprentices. The Company will continue to manage apprenticeship programs in keeping with past practices.

### 7.5 Equal Employment Opportunity

The Parties agree to comply with and promote the principles of equal opportunity legislation.

## 8. Contract of Employment

The Parties to this Award are committed to the philosophy of full time employment, but also recognise that to be competitive alternative work arrangements will be required. Casual, part time and fixed term employees

will be balanced with the needs of the Business. In short term situations such as shut downs, specialised work, and emergency work, alternative employment arrangements will be introduced.

### 8.1 Nature of Employment

Employment may be casual, part-time, full-time, or fixed term as is specified in the formal Letter of Offer of Employment. Employees shall perform work according to the following conditions:

By arrangement, employees shall work the ordinary working hours according to the work roster as the business needs may require from time to time as identified in Clause 10 of this Award.

Employees are expected to work reasonable overtime as required by the Company in addition to the rostered ordinary working hours.

Employees must use such protective clothing and equipment provided by the Company for specific circumstances.

Employees must comply with safety requirements of the Company.

### 8.2 Types of employment

#### Full Time Employment

An employee who has not been specifically employed on a part time or casual basis shall be deemed to be employed full time. K&R Fabrications (W'gong) Pty Ltd shall not contract outside of this Award. In other words there will be no other forms of employment for employees bound by this Award except for those contained within Clause 8 of this Award (eg. no individual contracts, Australian Workplace Agreements or Prescribed Payment Systems).

#### Fixed Term Employment

The introduction of fixed term employment may be agreed between the parties to suit the circumstances of the business.

#### Part-time Employment

By mutual agreement between the Parties, an employee who is employed on a part-time basis shall be offered a fixed number of hours of not less than 12 hours in any one week period, and not more than 37.5 hours in a one week period, as agreed and confirmed in writing at the time of engagement or as varied by consent thereafter. A part-time employee shall be entitled to all leave benefits contained in this Award on a pro-rata basis. The hourly rate for a part-time employee shall be calculated by reference to the applicable hourly rate contained in Clause 9 of the Award.

#### Casual Employment

A casual employee is one engaged for a minimum period of one (1) day and paid as such. A minimum of four (4) hours per day will apply where work is not available due to reasons beyond the control of the employer. The engagement of a casual may be terminated at any time upon one hours notice or by payment in lieu. Employees engaged as casuals for a continuous period of six (6) weeks will be entitled to full time employment and shall be advised in writing of such by the Company. A casual employee shall not be employed for more than six (6) weeks continuously. Consultation and agreement may extend this period of engagement with employee representatives.

Casual employees working ordinary time shall be paid 1/38th of the weekly wage, prescribed in Clause 9 of the Award, for each hour worked. A casual employee shall not be entitled to any leave, public holidays, notice or severance benefits contained in this Agreement but shall receive in lieu a loading of 25% of the ordinary rate of pay.

Unless there is an agreement between the parties, casual employees will only be employed when unplanned, unexpected changes in the workload or planned peak requirements require a short-term increase in the number of employees.

#### Apprentices

Where apprentices are employed directly by the Company, then the conditions of this Award shall apply except for remuneration, which is specified as a percentage of the trade rate at 100%. The specific percentages to apply are as follows:

First Year Apprentice	42%
Second Year Apprentice	55%
Third Year Apprentice	75%
Fourth Year Apprentice	88%

Where the Company employs a new 'adult employee apprentice' (21 years of age or more), then that employee shall be remunerated at the 85% wage rate of a trades person for the term of the apprenticeship until overtaken by the Apprenticeship rate.

For existing adult employees who through Company approval undertake an adult apprenticeship will be paid at their current classification rate.

#### 8.3 Probation

The continued employment of full-time and part-time new employees (other than a casual employee) will be subject to the satisfactory completion of eight weeks on the job probationary period. During that time, probationary employees shall be provided with feedback on a monthly basis as how they are performing. At the conclusion of the probationary period the Company shall either confirm the employee's continued employment or terminate the employment of the employee in consultation with the work team. Provided that during the probationary period the employment of a probationary employee may be terminated by either party on the giving of notice of one week.

#### 8.4 Performance of Duties

K&R Fabrications may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award provided that such duties are not designed to promote de-skilling, and payment will be in accordance with the classification structure.

#### 8.5 Absence without Pay

Any employee not attending for duty shall not be paid for the actual time of such absence unless the absence is in accordance with paid leave contained in this Award and has been authorised.

#### 8.6 Termination of Employment

8.6.1 Notice for termination or dismissal of employment will be in accordance with the following:

Period of Continuous Service	Notice Period
More than 1 month but less than 1 year	At least 1 week
More than 1 year but no more than 3 years	At least 2 weeks
More than 3 years but no more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

Note:

Payment in lieu of notice shall be made if the appropriate notice period is not given. The notice of termination required to be given by an employee shall be the same as that required of an

employer. By mutual agreement, the parties may enter into an arrangement that suits either party with a minimum notice period of not less than one (1) week. An employee required to work during their notice period shall have that amount deducted whilst not at work during the notice period as required by the Company. (Notice period is increased by one week if an employee is over 45 years of age, subject to having completed at least two (2) years continuous service with the employer.

#### 8.6.2 Redundancy Provisions

Redundancy means when a position is surplus to the needs of the Business, and where there is no alternative employment for the person/s occupying that position/s. Employees who choose to terminate their employment are not eligible for Redundancy and summary dismissal does not entitle employees to a Redundancy payment. The following provisions shall apply:

Period of Continuous Service	Redundancy Pay	
	Employee is under 45 Years of Age	Employee is 45 Years or More
Less than 1 year	Nil	Nil
At the completion of one (1) year	4 Weeks	5 Weeks
At the completion of two (2) years	7 Weeks	8.75 Weeks
At the completion of three (3) years	10 Weeks	12.5 Weeks
At the completion of four (4) years	12 Weeks	15 Weeks
At the completion of five (5) years	14 Weeks	17.5 Weeks
At the completion of six (6) years or more	16 Weeks	20 Weeks

K&R Fabrications has the right to dismiss an employee without notice for gross misconduct on the employee's part, which justifies summary dismissal.

In the event of summary dismissal, payment will be made up to the time of dismissal only. For example, theft of company property, violence against an employee or employer, vandalism or destruction of company property or other such matters warranting instant dismissal.

#### 8.7 Recovery of Monies Owed

It is agreed that in the event of an employee's employment being terminated for any reason, any monies advanced to the employee by K&R Fabrications shall be recovered by the Company from any accrued entitlements owing to the employee and in accordance with the law.

#### 8.8 Stand Downs

The Company is entitled to deduct payment for any day on which an employee cannot be usefully employed through any cause, which the employer could not reasonably have prevented such as power and fuel shortages.

#### 8.9 Facilities

The Transfield Services/BHP Steel alliance will provide on-site facilities for K&R Fabrications and its employees. These facilities shall be made available to all employees and comply with all relevant policies of K&R Fabrications and prevailing laws.

#### 8.10 Transport of Employees

It is a condition of employment that all employees ensure they transport themselves to and from work. Employees are responsible for getting to and from work whether by personal or public transport. An employee without personal transport working overtime without notification on the previous day, and with no access to public transport, shall be transported to their place of residence, or to a place where public transport is available.

## 9. Wages and Allowances

9.1 An employee's remuneration shall be as provided for in this Award and notified to prospective employees in the Letter of Offer of Employment and the Acceptance of Appointment form or as varied from time to time.

9.2 The following wage rates will be paid (for the performance of a 38-hour week) for the respective classifications from the first pay period commencing on or after the specified date.

### 9.2.1 Classification Structure - Maintenance Worker (MW)

Classification	27 March 2002 (the date the Award came into operation) \$	30 April 2002 \$	31 October 2002 \$	31 October 2003 \$
MW1	685.00	698.70	726.65	755.70
MW 2	725.00	739.50	769.10	799.85
MW 3	764.00	779.30	810.45	842.90
MW 4	808.00	824.15	857.15	891.45
MW 5	843.00	859.85	894.25	930.00
MW 6	878.00	895.55	931.40	968.60

Note: The above rates are inclusive of all allowances, except a Leading Hand Allowance (Clause 9.3), Meal Allowance (Clause 11.3), Dirty Work Allowance (Clause 9.2.4), Confined Space Allowance (Clause 9.2.3), and a First Aid Allowance as specified in Clause (9.2.2).

In addition to the rates above a performance based payment bonus system, up to 3% flat payment (not for all purposes) for ordinary hours worked. This payment will be made on a quarterly basis.

The performance based payment system will be determined by Key Performance Indicators consistent with the K&R Fabrications - Transfield Services' Maintenance Service Alliance Sub-Contract.

### 9.2.2 First Aid Allowance

An employee who is appointed by the Company to render first aid, and holds a current recognised and accredited first aid certificate shall be paid an allowance of \$9.80 per week.

### 9.2.3 Confined Space Allowance

A confined space allowance of 51c per hour will be paid in the following manner. A "Confined Space", means a compartment, space or a place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position or without proper ventilation and subject thereto includes such a space -

- (a) In the case of locomotives inside the barrels of boilers, fire boxes, water spaces of tenders, side tanks, bunker tanks, saddle tanks or smoke boxes
- (b) In other cases inside boilers, steam drums, mud drums, fire boxes or vertical or road vehicle boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, super heaters or economisers.

### 9.2.4 Dirty Work, Heat Money and Powerhouse Allowance

Employees engaged in an unusually dirty or offensive capacity will be paid 34 cents per hour. For this allowance to apply the parties will finalise a document under which this allowance will apply having regard to previous site application.

Heat money will apply when work is performed in places where the temperature is raised by artificial means above 49 degrees Celsius. Employees whilst so engaged on work will receive an additional amount of 34 cents per hour. This provision will apply consistent with previous site application.

Employees working and carrying out repairs or maintenance in rotary converter and/or static substations which are in regular operation will be paid a Powerhouse Allowance for all hours worked of 54 cents per hour for trade level and above and 27 cents per hour for all others.

#### 9.2.5 All Other Allowances

The rates of pay as per the Classification Structure are inclusive of all other allowances except for the First Aid Allowance (Clause 9.2.2), Confined Space Allowance, Dirty Work Allowance and Leading Hand Allowance (Clause 9.3). The rates of pay (Clause 9.2.1) includes but is not limited to the following allowances:

Supplementary Payment

Special Allowance

Industry Allowance

AIS Allowance

Tool Allowance

#### 9.2.6 Classification Descriptions

The following classification structure is to be applied to employees for skills acquired and utilized.

##### Maintenance Worker 1 (MW1)

This band includes Trade Assistants and other Non-Trade employees such as Forklift Drivers and Dogmen.

##### Maintenance Worker 2 (MW2)

This band includes Non Trades employees such as but not limited to:

Certified Riggers/Scaffolders

Crane Drivers (9t <15t, 16t <40t)

Beltmen

##### Maintenance Worker 3 (MW3) - 100%

This is the entry band for trades employees such as but not limited to:

Boilermaker

Fitter

Welder (All Certificates)

Machinist

Maintenance Worker 4 (MW4) - 105%

MW4 applies to skills acquired and utilized on the job.

- (i) three appropriate modules in addition to the training requirements of MW3 level or;
- (ii) three appropriate modules towards an Advanced Certificate; or
- (iii) three appropriate modules towards an Associate Diploma; or
- (iv) any training which a registered provider (eg TAFE) or by a State Training Authority has been recognised as equivalent to an accredited course which the appropriate industry board recognises for this level.

This can include advanced standing through recognition of prior learning and/or overseas qualifications; or

- (v) will have skills equivalent to the above gained through work experience subject to competency testing to the prescribed standards.

The following indicative tasks apply to a Tradesperson at Level MW4.

1. Exercise the skills attained through completion of the training/work experience prescribed for this classification;
2. Exercises discretion within the scope of this grade;
3. Works under limited supervision either individually or in a team environment;
4. Understands and implements quality control techniques;
5. Provides trade guidance and assistance as part of a work team;
6. Exercise trade skills relevant to the specific requirements of the enterprise at a level higher than Engineering Construction Tradesperson Level 1.

Maintenance Worker 5 (MW5) - 110%

MW5 applies to skills acquired and utilized on the job.

- (i) six appropriate modules in addition to the training requirements of MW3; or
- (ii) six appropriate modules towards an Advanced Certificate; or
- (iii) six appropriate modules towards and Associate Diploma; or
- (iv) any training which a registered provider (eg TAFE) or by State Training Authority has been recognised as equivalent to an accredited course which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- (v) will have skills equivalent to the above gained through work experience subject to competence testing to the prescribed standards.
  1. Exercise of skills attained through completion of the training/work experience prescribed for this classification;
  2. Provides trade guidance and assistance as part of a work team;

3. Assists in the provision of training in conjunction with supervisors and trainers;
4. Understands and implements quality control techniques;
5. Works under limited supervision either individually or in a team environment;
6. Interact with work groups to ensure job completion to target quality workmanship and guidance for others.

Exercises precision trade skills using various materials and/or specialised techniques;

Performs operations on a CAD/CAM terminal in the performance of routine modifications to the NC/CNC programs;

Installs, repairs and maintains, tests, modifies, commissions and/or fault finds on complex machinery and equipment which utilises hydraulic and/or pneumatic principles and in the course of such work, is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems;

Works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising inter-connected circuits;

#### Maintenance Worker 6 (MW6) -115%

MW 6 applies to skills acquired and utilized on the job.

- (i) nine appropriate modules in addition to the training requirements of MW3; or
- (ii) nine appropriate modules towards an Advanced Certificate; or
- (iii) nine appropriate modules towards an Associate Diploma; or
- (iv) any training which a registered provider (eg TAFE) or by State Training Authority has been recognised as equivalent to an accredited course which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- (v) will have skills equivalent to the above gained through work experience subject to competence testing to the prescribed standards.
  1. Exercise the skills attained through completion of the training/work experience prescribed for this classification;
  2. Exercise discretion within their level of training;
  3. Is able to provide trade guidance and assistance as part of a work team;
  4. Provides training in conjunction with supervisors and trainers;
  5. Understands and implements quality control techniques;
  6. Works under limited supervision either individually or in a team environment;

7. Can schedule and coordinate maintenance work for teams including down day programme development and execution for a maintenance task team.

Exercise high Precision Trade Skills using various materials and/or specialised techniques;

Works on machines or equipment which utilise complex mechanic or hydraulic and/or pneumatic circuitry and controls or a combination thereof;

Applies advanced computer numerical control techniques in machining or cutting or welding or fabrication;

Exercise intermediate CAD/CAM skills in the performance of routine modification to programs;

- 9.3 A Leading Hand rate (flat) shall be paid as follows:

The following payment is an allowance only paid whilst an employee has been selected as a Leading Hand.

Leading Hand	\$39.90 Per Week
Relief Leading Hand	\$8.40 Per Shift

Leading Hands whilst in the role shall have the Leading Hand rate recognised on a pro-rata basis when calculating service entitlements.

- 9.4 Mixed Functions

An employee engaged for more than two (2) hours on any day or shift carrying a higher rate than their classification shall be paid the higher rate for such day or shift. If engaged for two (2) hours or less during one day or shift the higher rate shall be paid for actual time worked.

- 9.5 Payment of Wages

All earnings shall be paid to employees by electronic transfer on a weekly or fortnightly basis into a bank account or other financial institution nominated by the employee.

Details of payment to employees on pay slips shall contain the following information:

Name of employee

Classification of the employee and reference number

Date of payment (including period of payment)

Classification rate (hourly)

Hours of work (normal and overtime)

Allowances

Deductions (such as union, salary sacrifice)

Annual Leave balance of hours

Special Payments (such as Annual Leave Payment)

### Long Service Leave payments

#### 9.6 Payment on Termination

Upon termination of employment, wages due to an employee shall be paid on the day of such termination, or forwarded to them by post or electronic fund transfer on the next working day.

#### 9.7 Waiting Time

An employee kept waiting for his/her wages on site on pay day, for other than circumstances beyond the control of the employer, for more than a quarter of an hour after the usual time of ceasing work shall be paid overtime rates after that quarter hour with a minimum of a quarter per hour payment.

## 10. Working Arrangements

### 10.1 Hours of work

The ordinary hours of work shall be 38 hours per week which will generally be worked in 8.0 hour days between 0600 (6.00 am) and 1800 (6:00pm) hours, Monday to Friday. The ordinary hours of work may also be worked in other configurations as mutually agreed between the employees concerned and K&R Fabrications subject to work patterns meeting the Company's operational requirements and the needs of the business.

Where there is a need to vary the pattern of working the ordinary hours of work, the Company and the work team shall consult on the variation. Failing agreement, the Company shall give that work team and/or individual employees concerned two day's (48 hours) notice of the variation.

By agreement between the parties, hours may be varied either way by one hour.

#### 10.1.1 Extensive Hours of Work

The Parties recognise that long working days on a regular basis may not be conducive to a safe, healthy and productive work environment. Where hours on any day worked exceed twelve consecutive hours they shall be subject to:  
Working within the Occupational Health and Safety Guidelines of the ACTU Code of Conduct regarding twelve (12) hour shifts

Proper health monitoring procedures being adopted

Suitable roster arrangements

Effective support from management

#### 10.1.2 Daylight Saving

When daylight saving comes into effect or is discontinued, employees shall be paid by the time of the clock at the commencement and conclusion of their shifts. Night shift employees who are at work when the clocks are altered will either work one hour longer for no additional pay or one hour less for the same pay.

### 10.2 Shift Work

"Shift Work" means shift work scheduled for five consecutive workdays or more, Monday to Friday inclusive.

The Company through consultation with work teams can direct employees to work shift work as required, and the employees shall work the shift work as directed. The time of commencing and finishing shifts once having been determined may be varied by agreement between the Company and the

majority of employees concerned to suit the business or, in the absence of agreement, by 48 hours notice of alteration given by the Company to the employees.

Where shifts fall partly on separate days, the day that has the major portion of the shift shall be recognised.

Where shifts fall partly on a holiday, the shift that has the major portion falling on the public holiday shall be regarded as the holiday shift.

#### 10.2.1 Afternoon Shift

"Afternoon" Shift means any shift finishing after 6.00pm and at or before midnight. Employees working on afternoon shift shall be paid a loading of 50% calculated on the employee's base rate of pay for ordinary hours only.

#### 10.2.2 Night Shift

"Night Shift" means any shift finishing subsequent to midnight and or before 8.00am. Employees working on night shift shall be paid a loading of 50% calculated on the employee's base rate of pay for ordinary hours only.

Provided that, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days.

#### 10.2.3 Rostered Shift

A "Rostered Shift" means a shift of which the employee concerned has had at least 48 hours notice, or has otherwise agreed to work.

#### 10.2.4 Shift Rosters

Shift rosters shall specify the commencing and finishing times of ordinary hours of the respective shifts. Where shifts are broken penalties shall be applied as per overtime entitlements.

#### 10.2.5 Broken Shift

An employee who works on broken shift which does not continue for at least five (5) successive shifts, hours shall be paid for each shift 50% for the first two hours and 100% for the remaining hours.

### 10.3 Rotating Permanent Shift Work

The Parties will discuss, and by mutual agreement shall develop a criteria and set of conditions for the introduction seven day Rotating Permanent Shift Work.

### 10.4 Rostered Break Between Shifts

When overtime is worked it shall, where ever reasonably practicable, be so arranged that a employee has at least ten consecutive hours off duty between the work of successive days. An employee (other than casual employees) who works so much overtime between the completion of the ordinary hours worked on any day and the commencement of ordinary hours on the next day that the employee has not had at least ten consecutive hours off duty between those times shall, subject to this sub-clause, be released

after completion of such overtime and not required to recommence work until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time rostered during such absences.

If on instructions by the Company, an employee resumes or continues to work without having had ten (10) consecutive hours off duty, the employee shall be paid at double time until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had ten (10) consecutive hours off duty without loss of pay for ordinary hours during such absences.

#### 10.5 Overtime

Work performed outside of ordinary hours shall be deemed to be overtime and paid (excluding shift work) as follows:

Monday to Friday - time and a half for the first two hours and double time thereafter.

Saturday - time and a half for the first two hours and double time thereafter. Any hours worked after 12 noon on Saturday will be paid at double time.

Sunday - at double time.

Public Holidays - at double time and a half.

The penalties mentioned above shall be applied to 1/38th of the base weekly rates as defined in Clause 9.

##### 10.5.1 Shift Workers - Payment for Saturday, Sunday, Public Holidays and Overtime

A shift employee working on a Saturday, Sunday, public holiday or on overtime will be paid as follows:

Saturday work - time and a half

Sunday work - double time

Public Holiday work - double time and a half

Overtime worked other than Sundays or public holidays - time and a half for first two hours and double time thereafter

#### 10.6 Rostered Days Off (RDO)

The ordinary hours of work shall be rostered to provide employees with one Rostered Day Off per month (normally the fourth Friday in a four week cycle).

The RDO's may be scheduled as mutually agreed between the employee and the Area Manager to suit the need of the business. The RDO's may also be taken on alternative days by individual agreement for personal/operational needs. If a agreement cannot be reached employees may be directed to use any day/s of accumulated RDO, provided 48 hours notice is given to the employee.

RDO's may be accrued to a maximum of five days unless previously agreed with the Area Manager.

Where an RDO falls on a Public Holiday the next working day shall be taken as the RDO or may be taken as mutually agreed between the employee and the Company.

#### 10.7 Call Back

Where an employee is recalled to work after leaving the workplace the following shall apply:

- (a) The employee shall be paid for a minimum of four hours at the rate of time and half for the first two hours and double time thereafter (or double-time for the full period for continuous shift

workers). (Weekend call out will be paid at the relevant overtime rate). There are number of conditions which apply to this provision:

If the employee is recalled on more than one occasion between the termination of their ordinary work on one day and commencement of their ordinary hours on the next ordinary working day, the employee shall be entitled to the four hours minimum overtime payment. However, in such circumstances it is only the time which is actually worked during previous call or calls which is to be taken into account when determining the rate for subsequent calls.

The employee will not be required to work the full four hours if the job in question is completed within a shorter period.

Overtime worked in this clause is not to be regarded as overtime for the purpose of 10.4, rest periods after overtime, when the actual time worked is less than three hours on the call back or each subsequent call back.

#### 10.8 Stand By

Where an employee is requested by the Company to regularly hold himself/herself in readiness to work after ordinary hours, the employee is to be paid standing by time at the employee's rate of pay for the time he/she is standing by.

Where an employee is called in to work without prior notification of having to stand by in readiness to work after ordinary hours, a stand by payment shall not be made. Payment shall be as per Clause 10.7 (Call Back).

### 11. Meal Breaks

- 11.1 A minimum 30 minute unpaid meal break shall be taken at a time convenient to the operations and the business, as near as practicable to the middle of the day or shift, respectively. Employees shall be entitled to a paid ten minute morning break each weekday.
- 11.2 Employees shall be paid at overtime rates for all time worked in excess of five hours without commencing an uninterrupted meal break or crib break due to the requirements of the employer.
- 11.3 Employees required to work more than a 10-hour shift shall be entitled to a 20 minute crib break and to a further crib break in respect of each completed four hours of overtime after the initial eight hours (exclusive of the crib break), if they are to continue work after such four hours. Employees not notified the previous day shall be paid \$8.00 (meal allowance) to purchase each meal at crib time.
- 11.4 Employees required to work overtime not continuous with ordinary hours shall be entitled to a crib break in respect of each completed four hours of overtime (exclusive of crib break) if they are to continue after such four hours.
- 11.5 Employees who agree not to take a crib break to which they are entitled but continue to work instead, shall be paid equivalent to the period of crib time in addition to the time worked.
- 11.6 The crib break referred to herein may be taken in relays so as not to have a significant impact on operations and so long as they do not exceed 20 minutes in duration and shall be paid at ordinary time rates for the first crib and without deduction of pay thereafter.
- 11.7 If an employee has provided a meal or meals on the basis that he or she has been given notice to work overtime and the employee is not required to work overtime, the employee shall be paid the prescribed meal allowance if the meal has become spoilt/surplus.

### 12. Annual Leave

The provisions of the NSW *Annual Holidays Act* 1944 shall apply.

### 13. Public Holidays

The following days shall be prescribed public holidays for the purposes of this Award where days are gazetted by the NSW Government as substitution or in addition to the following days those days shall apply: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day, Boxing Day, Employees will be entitled to a picnic day on a day agreed by the parties.

### 14. Long Service Leave

The provisions of the NSW *Long Service Leave Act* 1955 shall apply.

### 15. Personal Leave

#### 15.1 Amount of Paid Personal Leave

15.1.1 Paid personal leave is available to an employee when they are absent:

due to personal illness or injury (sick leave);

for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support (carer's leave);

for bereavement on the death of an immediate family or household member (bereavement leave).

15.1.2 The amount of personal leave to which an employee is entitled depends on how long they have worked for the employer and accrues as follows:

(i)

Length of time worked for the employer	Personal Leave (Hours)
Less than 12 months	54
1 year to 5 years	76.8
5 years or more	92

(ii) Provided that an employee who normally works 8 or more hours a day so as to provide a rostered day(s) off in a work cycle in accordance with subclause 10.6 is entitled to the following amount of personal leave:

Length of time worked for the employer	Personal Leave (Hours)
Less than 12 months	56
12 months to 5 years	80
5 years or more	96

#### 15.2 Accumulation of Personal Leave

##### 15.2.1 First Year of Employment

At the end of the first year of employment, unused personal leave accrues by the lessor of:

38 hours (or 40 hours if the employee normally works 8 or more hours in a day) less the amount of sick leave and carer's leave taken during the year;

or the balance of the year's unused personal leave.

#### 15.2.2 Second and Subsequent Years of Employment

At the end of the second and subsequent years of employment, unused personal leave accrues by the lesser of:

60.8 hours moving to 76 hours after five years (or 64 hours, moving to 80 hours after 5 years, if the employee normally works 8 or more hours in a day) less the amount of sick leave and carer's leave taken;

or the balance of the year's unused personal leave.

#### 15.2.3 Maximum Amount of Accumulated Personal Leave

Personal leave may accumulate to a maximum of 729.6 hours (or 768 hours if the employee normally works 8 or more hours a day).

### 15.3 Definitions

#### 15.3.1 The term "immediate family" includes:

spouse (including a former spouse, a de facto spouse and a former de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis. Spouse for the purpose of this clause will also include same sex partners living on a bona fide domestic basis;

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

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

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

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

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

#### 15.3.2 Accumulated Personal Leave is personal leave accumulated under paragraphs 15.2.1, 15.2.2, and 15.2.3.

### 15.4 Sick Leave

#### 15.4.1 Entitlement

The amount of personal leave an employee may take as sick leave depends on how long they have worked for the employer and accrues as set out in the following tables.

Accumulated Personal Leave may be used for sick leave if the current sick leave entitlement is exhausted.

#### 15.4.2 The Effect of Workers' Compensation

If an employee is receiving workers' compensation payments, they are not entitled to sick leave.

15.4.3 Employee must give notice

The employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty and as far as practicable state the nature of the injury or illness and the estimated duration of the absence.

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

15.4.4 Evidence Supporting Claim

The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, that the employee was unable to work because of injury or personal illness.

15.4.5 Single Day Absences

An employee who has already had two paid sick leave absences in the year, the duration of each absence being of one day only, is not entitled to further paid sick leave in that year of a duration of one day only, without production to the employer of a certificate of a qualified medical practitioner which states that the employee was unable to attend for duty on account of personal illness or injury.

An employer may agree to accept a Statutory Declaration in lieu of the required medical certificate.

Nothing in this subparagraph limits the employer's right under 15.4.4.

15.4.6 Broken Services

If an employee is terminated by their employer and is re-engaged by the same employer within a period of six months, other than a casual basis, then the employee's unclaimed balance of sick leave shall continue from the date of re-engagement.

15.5 Bereavement Leave

15.5.1 Paid Leave Entitlement

A full time employee is entitled to use up to 16 hours personal leave as bereavement leave on each occasion and on production of satisfactory evidence (if required by the employer) of the death of a member of the employee's immediate family or household.

15.5.2 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.

15.5.3 Bereavement leave may be taken in conjunction with other leave available under paragraphs 15.6.3, 15.6.4, 15.6.5, 15.6.6, and 15.6.7 of subclause 15.6 Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

15.5.4 Part-time Employees

A part-time employee is entitled to take two days, up to a maximum of 16 hours bereavement leave on the same basis as prescribed for full-time employees in subclause

15.5.1 except that leave is only available where a part-time employee would normally work on either or both of the two working days following the death.

15.5.5 Unpaid Bereavement Leave

Where an employee has exhausted all personal leave entitlements, including accumulated leave entitlements, they are entitled to take unpaid bereavement leave. The employer and employee should agree on the length of the unpaid leave. In the absence of agreement, a full-time employee is entitled to take up to 16 hours unpaid leave, provided the requirements are met, and a part-time employee is entitled to take up to two days unpaid leave, to a maximum of 16 hours, provided the requirements are met.

15.6 Carer's Leave - Use of Sick Leave:

15.6.1 Paid Leave Entitlement

An employee is entitled to use up to 40 hours personal leave each year to care for members of their immediate family or household who are sick and require care and support. This entitlement is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take carer's leave where another person has taken leave to care for the same person.

15.6.2 Notice Required

- (i) When taking carer's leave the employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably possible to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of such absence.
- (ii) The notice must include:
  - the name of the person requiring care and support and their relationship to the employee;
  - the reasons for taking such leave; and
  - the estimated length of absence.
- (iii) The employee must, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that such illness requires care by another.

15.6.3 Unpaid Carer's Leave

An employee may take unpaid carer's leave by agreement with the employer.

15.6.4 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.

15.6.5 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.

15.6.6 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.

15.6.7 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.

**Rationale and Structure of the Personal Leave Provisions**

First Year of Employment Amount of Leave		
5 days sick leave	38 hours (ie 5 days x 7.6 hours) where a 7.6 hour day is worked	Or 40 hours (ie 5 days x 8 hours or more are worked per day)
Plus 2 days Bereavement Leave	16 hours	16 hours
Total 7 days Personal leave	54 hours Where a 7.6 hour day is worked	or 56 hours where 8 hours or more are worked per day

Limits on the Various Types of

Personal Leave	
Maximum amount of	54 hours or 56 hours
Personal leave	(depending upon the hours of work arrangements in place)
Maximum amount of	38 hours or 40 hours
Sick leave	(depending upon the hours if work arrangements in place)
Maximum amount of Carer's Leave	40 hours
Maximum amount of Bereavement Leave	16 hours per occasion

Second and Subsequent Years of Employment Amount of Leave		
8 days sick leave moving to 10 days	60.8 hours (ie 8 days x 7.6 hours) where a 7.6 hour day is worked, moving to 76 hours after five years	or 64 hours (ie 8 days x 8 hours or more are worked per day), moving to 80 hours after five years
Plus 2 days Bereavement Leave	16 hours	16 hours
Total 10 days Personal leave	76.8 hours Where a 7.6 hour day is worked	or 80 hours where 8 hours or more are worked per day

Limits On The Various Types Of Personal Leave	
Maximum amount of Personal Leave	76.8 hours or 80 hours (depending upon the hours of work arrangements in place)
Maximum amount of Sick Leave	60.8 hours or 64 hours moving to 76 or 80 hours after five years (depending upon the hours if work arrangements in place)
Maximum amount of Carer's Leave	40 hours
Maximum amount of Bereavement leave	hours per occasion

### 16. Parental Leave

Provisions of the NSW *Industrial Relations Act* 1996 will apply.

### 17. Jury Service

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

### 18. Union Membership and Elected Delegates

18.1 K&R Fabrications shall support the union parties to this Agreement by way of providing union membership information and providing for payroll deductions of union dues as authorised by employees.

18.2 Accredited Union Delegate

An employee appointed Union Delegate/s (Shop Steward) shall, upon official notification to K&R Fabrications, be recognised as the accredited representative of the Union to which they belong. An

accredited Union Delegate shall be allowed necessary time during working hours to interview a representative of K&R Fabrications on matters affecting employees they represent.

### **19. Trade Union Training**

Union Delegate (Shop Steward) nominated by their Union to attend a union sponsored training course will be granted up to five days leave (per annum) of absence without loss of earnings provided that:

K&R Fabrications receives at least two weeks notice of the nomination from the Union setting out times, dates, content and venue for the course.

The employee concerned can be released from duty by K&R Fabrications for the period of the course, without affecting normal operations.

Further Leave may be granted subject to agreement between the Parties. The accredited delegate will be entitled to paid leave to attend Industrial Relations Commission hearings.

### **20. Clothing and Personal Protective Equipment**

- 20.1 It is a requirement that employees wear authorised K&R Fabrications issued clothing/uniform, and appropriate personal protective equipment including steel capped boots.
- 20.2 On engagement full time employees shall be issued with one pair of safety boots, four shirts, four trousers and one jacket
- 20.3 On an annual basis after twelve months continuous service, full time employees shall be entitled to one pair of safety boots, two shirts, two trousers. Boots will be provided earlier by demonstrated fair wear and tear.
- 20.4 One winter jacket (For employment in the period 1 May - 1 September) will be provided every two years to employees. Where possible the jacket will be manufactured in Australia.
- 20.5 Employees who leave within the probationary period (8 weeks), shall reimburse the Company for clothing and personal protective equipment as per the letter of "offer for employment".
- 20.6 Clothing and footwear provided by K&R Fabrications shall be replaced by the Company on a fair wear and tear basis after approval from the appropriate Supervisor/Team Leader.
- 20.7 It is a condition of employment that clothing/uniforms provided by the Company to employees shall be worn at all times during working hours. Employees failing to comply with this requirement will be managed through a counselling and disciplinary process.
- 20.8 Records of type of clothing issued to employees will be recorded by the Company.

### **21. Superannuation**

- 21.1 K&R Fabrications shall contribute the statutory employer superannuation contribution to an agreed and approved superannuation fund that complies with the Superannuation Guarantee Charge Act and Regulations on behalf of each eligible employee as defined in the regulations on a monthly basis.
- 21.2 The level of contributions will be in accordance with the levels prescribed by the act and varied from time to time.
- 21.3 Employees may voluntarily elect to contribute a proportion of their wages on a salary sacrifice basis to their nominated superannuation fund. To do so an employee is required to notify K&R Fabrications in writing and K&R Fabrications will deduct the authorised amount from the employee's pay and remit it to their superannuation fund.

## 22. Income Protection Insurance

Permanent employees of K&R Fabrications engaged pursuant to this Agreement shall be provided with income Protection insurance under the following terms and conditions.

A qualifying period of 14 days.

The employee is entitled to insurance coverage as dictated by exemptions and qualifications detailed in the insurance policy.

The insurance cover benefits payable will be applied for a maximum period of two years.

K&R Fabrications will contribute up to 1% of an employee's gross earnings to an income insurance plan, subject to the following:

- (i) In the event that the claims experience requires a review of the insurance plan, the adjustment will be to the plan and not the Company's insurance premium.
- (ii) People accessing the insurance plan will agree to participate in the rehabilitation program, which includes assessment by the Company's nominated medical services provider and acceptance of that assessment.

## 23. Notice Boards

K&R Fabrications shall provide notice boards of reasonable dimensions to be located in prominent positions at the site upon which accredited Union Representatives shall be permitted to post formal union notices signed or countersigned by the representative posting them.

Any notice posted on a board not so signed or countersigned may be removed by an accredited representative or K&R Fabrications.

## 24. Employment Security

Security of Employment is important for improving working relationships, trust and co-operating with change. We do not want an environment where everyone is working in fear of losing their employment. We want an environment where people focus on doing jobs safely and well, implementing improvement actions, adapting swiftly to change and caring for the business. Real employment security will only be achieved by successful business performance. Working together in implementing change and improvement will maximise security for everyone.

It is not the Company's intention to have any forced retrenchments during the life of this agreement.

Provided further that this clause will not apply to situations of loss or substantial change to contract scope.

## 25. Right of Entry

An Officer of the union shall have the right to enter in accordance with the *NSW Industrial Relations Act 1996* as the Act stands at the date of certification of this Award.

## 26. Employee Entitlements

Security of Employee Entitlements

1. The parties to this Award are committed to ensure that all the entitlements accruing to employees are secure.

2. The parties note that certain legislative mechanisms are in place and additional laws are proposed to guarantee employee entitlements in the event that any employer fails to meet these payments.
3. At the time of making this Award the relevant laws are not finalised. It is anticipated that this will occur within 6 months of commencement of this Award.
4. K&R Fabrications will make available to the unions written advice from its Auditors confirming its financial status and its compliance with making adequate provision for employee entitlements.

### **27. Abandonment of Employment**

An employee absent from work for a continuous period of three working days without Company approval, and without notification to the Company, that employee shall be deemed to have abandoned their employment. If after a period of two weeks from the last day of absence, the employee has not established a satisfactory reason for their absence and non-notification, the employee shall have their employment terminated.

### **28. Blood Donors**

The Company will promote blood donations to its employees. The Company shall also pursue ways employees may actually donate blood with minimal disruption to the Business.

### **29. Anti Discrimination and Harassment**

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

#### NOTES

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

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

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

### 30. Duress

This Award has not been entered under duress by any of the Parties to the Award.

### 31. Service Fee

Reserved Matter for discussion and negotiation during the life of the Award.

### 32. Dispute Resolution Procedure

The Parties to this Award are committed to harmonious employee relations based on mutual trust, open communication and proactive consultation processes. Best endeavours will be used to resolve issues such as problems, questions, disputes, difficulties or concerns at all times and at the lowest possible level in the Company.

Any issue requiring resolution shall be dealt with in the following manner:

- (i) Where an employee(s) has an issue, which has not been resolved in the normal course of business, they shall raise it with their Team Leader and both shall use their best endeavours to resolve it as quickly as possible.
- (ii) Where an issue is directly relevant to a work area, it shall be discussed and every endeavour made to resolve it within the appropriate team.
- (iii) Should the issue not be resolved as above within a sensible, mutually agreed timeframe, it shall be referred to and discussed with the Area Manager.
- (iv) If not resolved, any of the Parties may raise the issue with the Maintenance Manager for resolution.
- (v) If still unresolved, the matter may be referred to the relevant union, which will discuss the matter with the Company.
- (vi) Before the issue proceeds to the Industrial Relations Commission, the Company will ensure that its management and the union will ensure that its local union official have been involved in the process.
- (vii) If still not resolved, the matter may be referred to the Industrial Relations Commission, by either party, for conciliation and/or arbitration in accordance with due process.

At levels (i) to (v) inclusive of the above, the employee(s) may choose to have an accredited union representative or another employee in attendance.

While the above process is being pursued, work shall continue as normal (without bans or limitations).

The Parties to this Agreement may raise an issue to a higher level in the process at any time.

Levels (i) to (v) shall be completed within 7 (seven) working days.

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

Printed by the authority of the Industrial Registrar.

(656)

**SERIAL C1470**

**TENNIS STRINGS AND SUTURES INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 3526 and 3527 of 2002)

Before The Honourable Justice Kavanagh

25 June 2002

**VARIATION**

1. Delete subclause (a) of clause 7, Arbitrated Safety Net Adjustment of the award published 3 August 2001 (326 I.G. 684), as varied, and insert in lieu thereof the following:
  - (a) The rates of pay in this award include the adjustments payable under the State Wage Case 2002. These adjustments may be offset against:
    - (a) any equivalent overaward payments; and/or
    - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete (i) of Table 1 - Wages and Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, and insert in lieu thereof the following:

**Table 1 - Wages**

(i)

Item No.	Brief Description	Total Rate Per Week \$

A	Chemist -	
	Research Chemist	542.75
	Analytical and/or Chemist	513.05
	Trainee Chemist -	
	1st year of adult experience	456.60
	2nd year of adult experience	478.55
	3rd year of adult experience	494.40
B	Manufactures of all Catgut Products -	
	Employees engaged in the following:	
	Splitting and/or harvesting raw material	462.60
	Preparing and/or washing and/or processing raw material	462.60
	Grading	462.60
	Stripping	462.60
	Making and/or measuring and/or looping	462.60
	Employees engaged in spinning strings, responsible for final products	466.65
	Employees engaged in spinning strings, not required to use discretion as to the final product	462.60
	Employees engaged as a spinning and/or drying room attendant	462.60
	Housekeeper	449.55
C	Surgical Catgut Finishing Operations -	
	Employees engaged in the following -	
	Cutting down	462.60
	Taking down	462.60
	Sanding, polishing and grinding	462.60
	Grading	462.60
	Machine gauging	462.60
	Manual gauging	462.60
	Counting	462.60
	Tying and packing	462.60
	Housekeeping	449.55
D	Tennis and other Non-Surgical Catgut Finishing Operations	
	Employees engaged in the following	
	Taking down	447.90
	Sanding, polishing and grinding	447.90
	Coating and/or lacquering	447.90
	Cutting down	447.90
	Coiling	447.90
	Grading and/or inspecting finished strings	447.90
	Tying	447.90
	Gauging	447.90
Branding and/or packaging	447.90	
E	Suture Preparation	
	Employees engaged in the following:	
	Drying and/or sterilising sutures	447.90
	Filling and/or sealing sutures	447.90
	Inspection of packaged sutures	447.90
	Ampoule making	447.90
Winding sutures	447.90	
F	Quality Control-	
	Group Leader - Quality Control Attendant	464.65
	Quality Control Attendant	453.55

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
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1	6(d)	In charge of 1 to 5 employees	17.70
		In charge of 1 to 6 employees	21.20
		In charge of more than 10 employees	25.50
2	13(e)(i)	Morning or afternoon shift allowance	13.44 per shift
	13(e)(i)	Night shift allowance	18.10 per shift
3	14	Meal Allowance	9.10
4	15	Dusty, dirty work, etc.	0.42
5	16	First-aid allowance	2.34

3. This variation shall take effect from the first full pay period commencing on or after 10 July 2002.

T. M. KAVANAGH J.

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(789)

**SERIAL C1468**

**BOOTMAKERS AND HEEL BAR OPERATIVES, &c. (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 3524 and 3525 of 2002)

Before The Honourable Justice Kavanagh

25 June 2002

**VARIATION**

1. Delete paragraph (a) of clause 5, State Wage Case Adjustments, of the award published 31 August 2001 (327 I.G. 428) as varied, and insert in lieu thereof the following:
  - (a) 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 - Wage Rates, of Part B, Monetary Rates, and insert in lieu thereof the following:

**Table 1 - Wage Rates**

Group No.	Brief Description	Total Wage \$
1	Heel Bar Operative	464.50
2	Boot or Shoe Repairer	484.50
3	Bespoke Bootmaker	499.50

4	Surgical Bootmaker	514.50
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3. Delete Items 1 and 2 of Table 2 - Other Rates and Allowances, of the said Part B, and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
1	4(ii)	Repair anatomical, surgical or orthopaedic boots or shoes	6.70 per week
2	11	Minimum	
		- Adult	3.00
		- Junior	2.50

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

T. M. KAVANAGH *J.*

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(710)

SERIAL C1481

## WHOLESALE FRUIT AND VEGETABLE EMPLOYEES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, industrial organisation of employees.

(No. IRC 3522 of 2002)

Before Commissioner Bishop

25 June 2002

### VARIATION

1. Delete clause 17, Arbitrated Safety Net Adjustment, of the award published 8 September 2000 (318 I.G. 552), as varied, and insert in lieu thereof the following:

#### 17. Arbitrated Safety Net Adjustment

- (a) The rates of pay in this award include the adjustments payable under the State Wage Case of 2002. These adjustments may be offset against:
- (i) any equivalent over award 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 - Wages, Part B, Monetary Rates, and insert in lieu thereof the following:

**Table 1 - Wages**

Classification	Total Rate \$
Head Salesperson (Foreperson)	559.70
Banana Ripener	498.20
Salesperson	481.80

Fork Lift Driver	472.30
General Assistant	451.40

Classification		1st MRA 20/3/96 \$	2nd MRA 14/2/97 \$	3rd MRA 17/10/98 \$	4th MRA 9/99 \$	MRA Relativity %
Head Salesperson (Foreperson)	Base	391.90	391.90	391.90	391.90	110.0
	Suppl.	48.00	57.20	66.40	75.80	
	Total	439.90	449.10	458.30	467.70	
Banana Ripener	Base	342.00	342.00	342.00	342.00	96.0
	Suppl.	41.60	49.80	58.00	66.20	
	Total	383.60	391.80	400.00	408.20	
Salesperson	Base	328.30	328.30	328.30	328.30	92.14
	Suppl.	41.60	48.80	56.00	63.50	
	Total	369.90	377.10	384.30	391.80	
Fork Lift Driver	Base	320.30	320.30	320.30	320.30	89.9
	Suppl.	38.00	45.90	53.80	62.00	
	Total	358.30	366.20	374.10	382.30	
General Assistant	Base	302.90	302.90	302.90	302.90	85.0
	Suppl.	30.50	39.80	49.10	58.50	
	Total	333.40	342.70	352.00	361.40	

3. This variation shall take effect from the first full pay period to commence on or after 17 July 2002.

E. A. R. BISHOP, Commissioner.

Printed by the authority of the Industrial Registrar.

(703)

**SERIAL C1517**

**JEWELLERS AND WATCHMAKERS, &c. (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4279 of 2002)

Before The Honourable Justice Haylen

5 August 2002

**VARIATION**

1. Delete subclause 7.7 of clause 7, Wages, of the award published 1 March 2002 (331 I.G. 1023), as varied, and insert in lieu thereof the following:
  - 7.7 The rates of pay in this award include the adjustments payable under the State Wage Case of May 2002. These adjustments may be offset against:
    - (a) any equivalent overaward payments; and/or
    - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

**PART B**

**MONETARY RATES**

**Table 1 - Wages**

- (a) Adult Employees - All adult employees of a classification specified herein in any of the industries or sections thereof to which this award applies will, except as otherwise specified, be paid the total wage as contained in Column C:

Classification	Column A Classification Level	Column B Safety Net Adjustment	Column C Total Wage Per Week	Column D Hourly Award Rate
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	\$	\$	\$	\$
Process Worker	417.10	31.00	448.10	11.79
Watch/Clockmaker Tradesperson	492.20	33.00	525.20	13.82
Jeweller Tradesperson	492.20	33.00	525.20	13.82
Watch/Clockmaker Tradesperson, Special Class	533.90	33.00	566.90	14.92
Jeweller Tradesperson, Special Class	533.90	33.00	566.90	14.92

## (b) Unapprenticed Juniors -

Classification	Column A	Column B
	Percentage of Process Workers Min. Classification Level %	Total Wage Per Week \$
Under 16 years of age	36.8	164.90
At 16 years of age	47.3	211.95
At 17 years of age	57.8	259.00
At 18 years of age	68.3	306.05
At 19 years of age	82.5	369.70
At 20 years of age	97.7	437.80

## (c) Apprentices -

Classification	Column A	Column B	Column C
	Percentage of Tradespersons Award Rate Level %	Total Wage Per Week \$	Hourly Award Rate \$
First year	42.0	220.60	5.81
Second year	55.0	288.85	7.60
Third year	75.0	393.90	10.37
Fourth year	88.0	462.20	12.16

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	7.3	Leading Hand in charge of - 3 to 10 employees 11 to 20 employees over 20 employees	22.25 per week 33.50 per week 42.55 per week
2	7.4	Tool Allowances - tradesperson 4th year apprentice 3rd year apprentice 2nd year apprentice 1st year apprentice	10.85 per week 9.60 per week 8.05 per week 5.95 per week 4.55 per week
3	9.3	Casual Saturday penalties - (i) Up to and including a four-hour engagement - Adult males and females Junior employees (ii) More than a four-hour engagement - Adult males and females	4.70 per engagement 3.40 per engagement 9.45 per engagement

		Junior employees	5.55 per engagement
4	11.1	Meal Allowance	6.65 per occasion
5	12.1	Bicycle Allowance Motorcycle Allowance	8.55 per week 27.10 per week
6	12.2	Car Allowance - Up to and including 2,000cc Over 2,000cc Allowance per kilometre travelled by car	90.55 per week 107.75 per week 0.28 per km
7	12.2	Occasional use - Up to and including 2,000cc Over 2,000cc	0.41 per km 0.45 per km

3. This variation shall take effect from the beginning of the first pay period to commence on or after 6 September 2002.

W. R. HAYLEN *J.*

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(142)

**SERIAL C1512**

**COACHMAKERS, &c., RAIL (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4241 of 2002)

Before The Honourable Justice Haylen

31 July 2002

**VARIATION**

1. Delete subclause (g) of clause 5, Supplementary Payments, of the award published 25 January 2001 (321 I.G. 1110), as varied, and insert in lieu thereof the following:
  - (g) The rates of pay in this award include the adjustments payable under the State Wage Case 2002. These adjustments may be offset against:
    - (A) any equivalent overaward payments, and/or
    - (B) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

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

(a) Adult Wages -

Wage Group Level	Total Award Wage \$
V1	449.50
V2	467.90
V3	490.40
V4	511.30
V5	526.30
V6	527.00
V7	527.80
V8	527.70
V9	551.40
V10	570.20

3. Delete Table 2 - Other Rates and Allowances, and insert in lieu thereof the following:

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	4(a)(i)	Leading Hand Allowance - not less than 3 and not more than 10 employees	22.45 per week
	4(a)(ii)	Leading Hand Allowance - more than 10 but not more than 20 employees	33.65 per week
	4(a)(iii)	Leading Hand Allowance - more than 20 employees	42.25 per week
2	17	Meal Money	8.40 per meal
3	18(a)(i)	Confined Spaces Allowance	0.49 per hour
4	18(a)(ii)	Thermo-welding of Vinyl Linoleum	0.36 per hour
5	18(b)(i)	Dirty Work Allowance	0.37 per hour
6	18(b)(ii)	Dirty Work Allowance - Minimum Payment	1.45 per day
7	18(c)	Height Money Allowance	0.28 per hour
8	18(d)(i)(1)	Hot Place between 46 and 54 degrees Celsius	0.37 per hour
9	18(d)(i)(2)	Hot Place exceeding 54 degrees Celsius	0.64 per hour
10	18(e)	Glass or Slag Wool Allowance	0.49 per hour
11	18(f)(i)	Fibreglass Work	0.26 per hour
12	18(f)(ii) (1)	Fibreglass Work - Minimum Payment second half of day or shift	0.96 per day
13	18(f)(ii) (2)	Fibreglass Work - Minimum Payment first half of day or shift	1.89 per day
14	18(g)	Livestock Transport - working on	0.37 per hour
15	18(h)(i)	First-aid Qualifications	10.45 per week
16	18(i)	Airline Hood/Respirator Allowance	0.49 per hour
17	18(j)	Fire Squad Allowance	10.45 per week
18	18(k)	Building Maintenance Allowance	0.52 per hour
19	20(i)	Carriage Builder's Tool Allowance	14.71 per week
20	20(ii)	Tradesperson's Tool Allowance	10.39 per week

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

W. R. HAYLEN J.

(647)

**SERIAL C1537****SURVEYORS' FIELD HANDS (STATE) AWARD**

Erratum to Serial C0701 published 23 November 2001.

(329 I.G. 889)

(No. IRC 5067 of 1999)

**ERRATUM**

1. From the Arrangement substitute clause "14, Distant Places", with clause "14, Distant Work".
2. Substitute the words "as prescribed in clause 9, Holidays", appearing in clause 2(i)(a)(2), with "as prescribed in clause 8, Holidays".
3. Substitute the words "other leave available under subclauses (2), (3), (4), (5) and (6) of the said clause 36" appearing in clause 29(vi) with "other leave available under subclauses (ii), (iii), (iv), (v) and (vi) of the said clause 31".
4. Substitute the words "in accordance with paragraph 36(iv)(a)" appearing in clause 31(iv)(c) with "in accordance with paragraph 31(iv)(a)".
5. Substitute the words "Clause 3 - Classification Structure" appearing in clause 32(A)(i) with "Clause 3 - Wages".

G. M. GRIMSON, Acting Industrial Registrar.

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(1413)

**SERIAL C1538**

**BRAMBLES ARMoured CASH PROCESSING AND CLERICAL AND  
ADMINISTRATIVE EMPLOYEES AWARD**

Erratum to Serial C0734 published 8 March 2002.

(331 I.G. 1329)

(No. IRC 4203 of 2001)

**ERRATUM**

1. Substitute the figure "\$8.50" appearing in clause 7(v)(c), with "\$9.50".
2. Substitute the figures "\$8.50" appearing in clause 14, with "\$9.50".
3. Substitute the figures "\$74.80, \$92.50 and 51 cents" appearing in clause 23, with "\$78.40, \$96.90 and 53 cents".
4. Substitute the figure "\$7.60" appearing in clause 33(i), with "\$7.80".

G. M. GRIMSON, Acting Industrial Registrar.

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SERIAL C1568

**ENTERPRISE AGREEMENTS APPROVED BY THE  
INDUSTRIAL RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA02/297 - Boral Country Concrete & Quarries Quarry Operators Agreement 2001**

**Made Between:** Boral Construction Materials Group Limited -&- The Australian Workers' Union, New South Wales.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 4 September 2002 and commenced 10 October 2001.

**Description of Employees:** Applies to employees of Boral Construction Materials Group Limited engaged to undertake work for Boral Country Concrete & Quarries who fall within the coverage of the Boral Resources (Country) Pty Ltd Quarrying Industry (State) Award at sites operated by Boral Resources (Country) Pty Limited in NSW.

**Nominal Term:** 10 October 2003.

**EA02/298 - Boral Country Concrete & Quarries Country Batch Plant Operators Agreement 2001**

**Made Between:** Boral Construction Materials Group Limited -&- The Australian Workers' Union, New South Wales.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 4 September 2002 and commenced 10 October 2001.

**Description of Employees:** Applies to employees of Boral Construction Materials Group Limited engaged to undertake work for Boral Country Concrete & Quarries who fall within the coverage of the Boral Resources (Country) Pty Limited Concrete Batching Industry (State) Award at sites operated by Boral Resources (Country) Pty Limited in NSW.

**Nominal Term:** 10 October 2003.

**EA02/299 - Barclay Mowlem (Rail NSW) and Australian Workers' Union Northcoast Resleeping Project Enterprise Agreement 2002-2003**

**Made Between:** Barclay Mowlem Rail Group -&- The Australian Workers' Union, New South Wales.

**New/Variation:** New.

**Approval and Commencement Date:** Approved and commenced 20 August 2002.

**Description of Employees:** Applies to all employees of Barclay Mowlem Construction Limited Rail Group in NSW working on the North Coast resleeping project.

**Nominal Term:** 20 August 2003.

**EA02/300 - Woodmasons Cold Storage - Minto Enterprise Agreement 2001**

**Made Between:** Woodmasons Cold Storage Pty Limited -&- The Australasian Meat Industry Employees' Union, New South Wales Branch.

**New/Variation:** New.

**Approval and Commencement Date:** Approved and commenced 31 July 2002.

**Description of Employees:** Applies to employees of W Woodmasons Cold Storage Pty Ltd at 401 Pembroke Road, Minto, NSW, who fall within the coverage of the Woodmasons Cold Storage - Minto Enterprise Award 1998.

**Nominal Term:** 31 July 2004.

**EA02/301 - Colgate-Palmolive Pty Ltd Villawood Plant Agreement 2002-2003**

**Made Between:** Colgate-Palmolive Pty Ltd - & - The Australian Workers' Union, New South Wales.

**New/Variation:** Replaces EA02/135.

**Approval and Commencement Date:** Approved 5 September 2002 and commenced 1 July 2002.

**Description of Employees:** Applies to employees of Colgate-Palmolive Pty Ltd at the company's Villawood site.

**Nominal Term:** 1 July 2003.

**EA02/302 - Yates Vegetable Seeds Pty Ltd Clerical and Administrative Enterprise Agreement**

**Made Between:** Yates Vegetable Seeds Pty Ltd -&- Loris-Ann Clarke, Jeanette Donohoe, Patrice Greene, Joanne Holden, Jennifer Seaton, Joanne Wilson.

**New/Variation:** Replaces EA00/257.

**Approval and Commencement Date:** Approved 28 June 2002 and commenced 1 March 2002.

**Description of Employees:** Applies to employees of Yates Vegetable Seeds Pty Ltd who fall within the coverage of the Clerical and Administrative Employees (State) Award.

**Nominal Term:** 1 March 2004.

**EA02/303 - Port Kembla Port Corporation 2001 Extension Enterprise Agreement**

**Made Between:** Port Kembla Port Corporation -&- the Australian Maritime Officers' Union of New South Wales, The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch), The Seamens' Union of Australia, New South Wales Branch.

**New/Variation:** Replaces EA99/15.

**Approval and Commencement Date:** Approved and commenced 19 July 2001.

**Description of Employees:** Applies to all employees engaged by the Port Kembla Port Corporation under the Ports Corporatisation and Waterways Management Act 1995 with the exception of the Chief Executive Officer and employees occupying positions above Maritime Officer Level 9, Branch Managers and employees covered by the Port Kembla Port Corporation Assistant Harbour Master/Marine Pilots Enterprise Agreement 2000.

**Nominal Term:** 31 December 2001.

**EA02/304 - Port Kembla Port Corporation Port Operations Restructuring Agreement 2001**

**Made Between:** Port Kembla Port Corporation -&- the Australian Maritime Officers' Union of New South Wales, The Seamens' Union of Australia, New South Wales Branch.

**New/Variation:** Replaces EA99/15.

**Approval and Commencement Date:** Approved and commenced 19 July 2001.

**Description of Employees:** Applies to all employees of Port Kembla Port Corporation employed in the Marine Branch.

**Nominal Term:** 31 December 2001.

**EA02/305 - Port Waratah Coal Services Limited Certified Agreement 2002**

**Made Between:** Port Waratah Coal Services Limited -&- the 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, Federated Clerks' Union of Australia, New South Wales Branch, The Australian Workers' Union, New South Wales, Transport Workers' Union of Australia, New South Wales Branch.

**New/Variation:** Replaces EA00/162.

**Approval and Commencement Date:** Approved 22 August 2002 and commenced 21 August 2002.

**Description of Employees:** Applies to all employees of Port Waratah Coal Services employed at the company's operations at Carrington Coal Terminal, Kooragang Coal Terminal and associated wharf facilities at both locations.

**Nominal Term:** 21 August 2004.

**EA02/306 - Royal Society for the Prevention of Cruelty to Animals (NSW) Inspectors Enterprise Agreement 2002**

**Made Between:** Royal Society For The Prevention of Cruelty To Animals New South Wales Incorporated - &- P Bartley, C Batchelor, C Blackbourn, A Budworth, L K Christian, C M E Coddington, A Croker, G K Dymond, K J Eyles, D J Foster, K Hanson, S Hill, A Kelly, D O'Shannessy, M B Ogilvie, C P Pearson, K Prowse, J Sprague, FH Turner, G Walker, L Wilkinson, GR Wilson, A Wren.

**New/Variation:** Replaces EA96/259.

**Approval and Commencement Date:** Approved and commenced 19 August 2002.

**Description of Employees:** Applies to all Inspectors employed by the Royal Society for the Prevention of Cruelty to Animals, New South Wales Incorporated (RSPCA).

**Nominal Term:** 19 August 2005.

**EA02/307 - Trading Post Enterprise Agreement 2002**

**Made Between:** Trading Post Australia Pty Limited -&- the Federated Clerks' Union of Australia, New South Wales Branch.

**New/Variation:** Replaces EA00/244.

**Approval and Commencement Date:** Approved 30 August 2002 and commenced 1 July 2002.

**Description of Employees:** Applies to all employees of Trading Post Australia Pty Ltd employed as clerks, telephone operators and tele-marketers within New South Wales.

**Nominal Term:** 1 July 2004.

**EA02/308 - TNT Communication Logistics Agreement 2002**

**Made Between:** TNT Logistics (Australia) Pty Limited -&- the Transport Workers' Union of Australia, New South Wales Branch.

**New/Variation:** New.

**Approval and Commencement Date:** Approved and commenced 30 August 2002.

**Description of Employees:** Applies to all employees of TNT Logistics (Australia) Pty Limited who fall within the coverage of the Transport Industry (State) Award.

**Nominal Term:** 30 April 2003.

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