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(1370)

SERIAL C1415**TRANSGRID EMPLOYEES AWARD 2002**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Electrical Trades Union of Australia, New South Wales Branch, an industrial organisation of employees.

(No. IRC 1655 of 2002)

Before the Honourable Justice Kavanagh

4 April 2002

AWARD**Arrangement**

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1. Title

This award shall be known as the TransGrid Employees Award 2002.

2. Parties to the Award

2.1 This award has been made between TransGrid and the unions listed below on behalf of the employees of TransGrid:

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 (New South Wales Branch).

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

The Australian Workers' Union, New South Wales.

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

2.2 This award was not entered into under duress by any party.

3. Intent, Scope and Duration

3.1 This award rescinds and replaces the provisions of the TransGrid Employees Award 2000 published 25 August 2000 (318 I.G. 92), as varied.

3.2 This award applies to all employees except senior executives of TransGrid who are covered by individual employment agreements.

3.3 This award will be effective from 4 April 2002 until 1 December 2003.

3.4 It is a term and condition of employment and of the obligations and rights occurring under this award that employees:

- (i) use any technology and perform any duties which are within the limits of their skills, competence and training; and
- (ii) maintain commitment to and comply with TransGrid's Code of Ethics and comply with any direction in respect to the performance of their duties; and
- (iii) are committed to the achievement of the objectives of TransGrid's Corporate Plan.

4. Objectives

TransGrid's principal objectives and functions are set out in the *Energy Services Corporations Amendment (TransGrid Corporatisation) Act 1998*.

TransGrid has developed a Corporate Plan, covering the period from 2001 to 2002, to enable it to fulfil its mission to be Australia's leading manager of network assets.

The parties to this award are committed to the objectives of the Corporate Plan, which are:

To provide accessible, efficient, safe and reliable facilities for the transmission of electricity
To be commercially successful

To be environmentally and socially responsible

To identify the optimum solutions to provide reliable electricity supply

Achieving these objectives creates a stronger TransGrid for all stakeholders:

Shareholders

Customers

Employees

Wider community

In pursuing these objectives, TransGrid will satisfy our customers' needs and requirements by drawing on our values of:

Integrity

Open communication

Trust and respect

Recognition of contribution

Commitment to health and safety

Competence

5. Consultative Mechanism

The Chief Executive and Senior Management of TransGrid will meet with representatives of the Labor Council and major unions from time to time to discuss industry-related issues. The meetings will be held as required, depending on current issues and developments.

In addition to these meetings, a two-tiered consultative mechanism will be established as follows:

Level 1 Committee will consist of senior TransGrid representatives, Labor Council and union representatives and site delegates, as appropriate. This Committee will consider strategic matters only.

This Committee will meet quarterly.

Level 2 Committees will be established at workplaces to review local issues. The Committees will consist of representatives of local management and employees. These Committees will meet to consider local matters.

These Committees will meet quarterly and are required to then provide quarterly update reports to the Level 1 Committee.

6. Health and Safety

TransGrid is committed to the health and safety of all its employees.

TransGrid is committed to a goal of zero injuries, occupational illnesses and incidents.

TransGrid is committed to ongoing consultation and communication with elected employee health and safety representatives and employees in any workplace change that will affect the health and safety of employees, and to ensure continuous improvement in all areas of our work.

TransGrid believes that all accidents are preventable on and off the job.

It is agreed that all parties to the award work to achieve a healthy and safe workplace by:

- (a) establishing and maintaining a healthy and safe workplace and adopting safe working practices.
- (b) ensuring that every possible precaution is taken to prevent accidents and minimise potential hazard.
- (c) recognising that all employees are personally responsible for giving primary concern to their own safety and the safety of others.
- (d) wearing the protective clothing provided and using safety equipment at all times.
- (e) incorporating health and safety in the planning and undertaking of all current and future, internal and external projects.
- (f) agreeing to participate in the formulation of safety plans and initiatives and the implementation of these schemes.

7. Environment

Protection of our environment is one of the fundamental values associated with all TransGrid activities.

TransGrid has achieved certification to ISO 14001 (Environmental Management Systems) and is committed to caring for the environment by:

- (a) complying with all relevant environmental statutes, regulations and standards;
- (b) operating an environmental management system to prepare and document environmental procedures and to supervise and review their effective implementation; and
- (c) ensuring that environmental factors are taken into account for each activity.

TransGrid is committed to ensuring that its work teams:

- (a) take active measures to protect the environment during all work activities;
- (b) consult with appropriate community organisations and government departments; and
- (c) are trained and regularly updated on environmental issues relating to their particular work requirements.

Protection of the environment is the responsibility of all TransGrid staff. TransGrid will continually strive to improve environmental performance through the setting of targets and regular environmental auditing.

All parties to the award work towards protecting the environment by agreeing to participate in the formulation of environmental plans and initiatives and the implementation of these schemes.

8. Quality

TransGrid has achieved certification to ISO 9001 (Quality Management Systems) and ISO 14001 (Environmental Management Systems) and is committed to applying a total quality approach to technical excellence, commercial rigour and environmental sensitivity.

It is agreed that all parties to this award will work together:

seeking out and understanding their customers' requirements

striving for continuous improvement

eliminating waste from all work processes
 maintaining TransGrid's Quality certification
 delivering the right result first time.

9. No Extra Claims

Apart from:

- (a) increases available through State Wage Case decisions; and
- (b) discussions in relation to the concept of union bargaining agents' fees, the parties shall not pursue any extra claims during the life of the award.

Where any disagreement arises, the parties shall follow the procedure contained in clause 33, Grievance and Dispute Procedure.

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

- (a) Cost of living adjustments - 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.

10. Voluntary Redeployment/Redundancy

- 10.1 Employees whose positions are surplus to TransGrid's requirements may be offered Voluntary Redeployment or Voluntary Redundancy.
- 10.2 Where more applications for Voluntary Redeployment or Voluntary Redundancy are received than there are surplus positions, it may become necessary to retain key officers, as the loss of such officers would affect the efficiency of TransGrid's business operations.
- 10.3 Employees who accept Voluntary Redundancy are eligible for payments included in the New South Wales Government's Voluntary Redundancy package as a minimum. Currently, the payments are:
 - (a) four weeks' notice or payment in lieu; and
 - (b) an additional one week's notice or pay in lieu for employees aged 45 years and over with five or more years of completed service; and
 - (c) severance pay at the rate of three weeks per year of continuous service with a maximum of 39 weeks, with pro rata payments for incomplete years of service to be on a quarterly basis; and
 - (d) the benefit allowable as a contributor to a retirement fund; and
 - (e) for employees who accept Voluntary Redundancy within two weeks of the offer being made and terminate their employment within the time nominated by TransGrid:

Years of Service	Entitlement
Less than 1 year	2 weeks' pay
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and over	8 weeks' pay

11. Local Workplace Agreements

- 11.1 A Local Workplace Agreement may only provide for flexibility in the conditions of employment at a local workplace.

Employees and management at the local workplace must be in agreement on any proposed variation.

- 11.2 A Local Workplace Agreement may only provide for flexibility in the conditions of employment where the following requirements have been met:

- (a) The appropriate union has been advised prior to the commencement of discussions with the employees concerned.
- (b) The employees are not disadvantaged when the Local Workplace Agreement is viewed as a whole.
- (c) The majority of employees affected agree after taking all views into consideration, including the need to maintain effective working relationships.
- (d) The manager of the workplace agrees to the proposal.
- (e) The hours of work cannot exceed 140 in each four week period.

All hours outside the span of hours contained in:

- (i) the Local Workplace Agreement; or
- (ii) clause 18, Hours and Work Patterns - Day Workers

will be paid in accordance with clause 20, Overtime - Day Work or clause 21, Overtime - Shift Work.

Approval to work overtime must be obtained before it commences.

Any variation to this subclause must be agreed to and endorsed by the Level 1 Committee.

- (f) The Local Workplace Agreement is not contrary to any law and does not jeopardise safety.
 - (g) The Local Workplace Agreement will improve efficiency and/or customer service and/or job satisfaction.
 - (h) Managers shall give fair consideration to requests from staff for flexible work arrangements and ensure that work arrangements do not discriminate or work against particular employees.
 - (i) All relevant unions have formally endorsed the Local Workplace Agreement.
 - (j) A Local Workplace Agreement must be approved by the Chief Executive.
- 11.3 A Local Workplace Agreement shall not be in place for longer than three months without being renewed except when agreed for specific projects.

12. Salaries and Allowances

- 12.1 The salary point rates for the classifications covered by this award, including the initial 5% increase, based on a 35 hour week, are as follows:

Salary Point	Weekly Rate
1	\$338.00

2	\$389.60
3	\$441.00
4	\$492.50
5	\$518.20
6	\$543.80
7	\$568.30
8	\$593.50
9	\$620.00
10	\$647.80
11	\$677.20
12	\$709.20
13	\$741.70
14	\$776.10
15	\$811.80
16	\$849.60
17	\$878.60
18	\$908.60
19	\$939.60
20	\$971.70
21	\$1,004.70
22	\$1,039.00
23	\$1,074.90
24	\$1,111.70
25	\$1,149.40
26	\$1,188.90
27	\$1,229.50
28	\$1,272.00
29	\$1,315.30
30	\$1,360.40
31	\$1,407.00
32	\$1,455.50
33	\$1,505.40
34	\$1,557.10
35	\$1,610.70
36	\$1,666.10
37	\$1,723.60
38	\$1,782.40
39	\$1,843.80
40	\$1,907.50

The above salary point rates include an amount in respect of the annual leave special payment.

Note 1:

An allowance of \$13.80 per week is payable to all employees. This allowance has been incorporated into these base salary rates.

- 12.2 In addition to the above salary point rates, the following are to be included in what will be known as employees' ordinary weekly salaries:
- (a) the field allowance in accordance with subclause 12.3; and
 - (b) the general purpose allowance in accordance with subclause 12.4; and

- (c) the special payment in accordance with paragraph (a) of subclause 12.5.

Field allowance

12.3 The field allowance of \$32.90 per week is to be paid to:

- (a) all employees appointed to field locations; and
(b) Tradespersons, Power Workers and Operators located in the Sydney office.

Note 2:

Administrative, Engineering and Professional Officers appointed to the Sydney office are not entitled to be paid the field allowance (or part thereof) when temporarily attached to field locations. (The general purpose allowance component, incorporated into base salary rates in subclause 12.1, includes a component in respect of such temporary attachments).

For extended periods at field locations, approval may be sought for a special payment in accordance with paragraph (b) of subclause 12.5.

General purpose allowance

12.4 The classifications Engineering Officer, Power Worker, Tradesperson and Purpose Apprentices at field locations (other than Sydney office) will receive a general purpose allowance of \$21.60 per week.

Note 3:

Apart from:

- (a) the tool allowance in subclause 12.10; and
(b) the first aid allowance in subclause 12.11,

the general purpose allowance replaces the allowances:

- (a) paid for lunches incurred on one day trips as described in TransGrid's Policies and Procedures; and
(b) those listed in Schedule A of the TransGrid Employees Award 1997 published 16 July 1999 (310 I.G. 1), as varied.

The parties agree that no further claims or payments related to these allowances will be made.

Special payments

12.5 Employees appointed to the Sydney office:

- (a) are to be paid a special payment of \$8.10 per week for the acceptance of the Variable Working Hours system, which incorporates the three existing attendance systems
(b) who are required to work away from the Sydney office for extended periods and for the majority of each week away are entitled to be paid \$29.00 per week:
(i) for the duration of such work; and

- (ii) when they are located away from the Sydney office

subject to the approval of the General Manager of the business unit concerned.

This payment is not applicable:

- (i) to any form of paid leave; or
- (ii) to overtime; or
- (iii) to travelling time; or
- (iv) to public holidays; or
- (v) for any purposes for which ordinary weekly salaries are to apply.

Note 4:

Employees who are paid long service leave or sick leave at half pay are to be paid the field allowance and/or the general purpose allowance and the special payment in paragraph (a) of this subclause at half the rate if they receive these allowances on a permanent basis.

All purposes

12.6 Employees' ordinary weekly salaries shall be paid for all purposes. "All purposes" shall cover all circumstances where employees' ordinary weekly salary rates are applied.

12.7 Employees will be paid the following salary increases on the dates as shown:

5% payable after the first pay period commencing on or after 1 December 2002.

Salary sacrifice

12.8

- (a) Notwithstanding the salaries prescribed by this clause, an employee may elect, subject to the agreement of TransGrid, to sacrifice a portion of the salary payable under this clause 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 30% of the salary payable under this clause or 30% of the currently applicable superable salary, whichever is the lesser. In this clause "superable salary" means the employee's salary as notified from time to time to the relevant trustee as required under the scheme rules.

- (b) Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
 - (i) 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
 - (ii) those allowances, penalty rates, payments for unused leave entitlements, weekly worker's compensation or other payments to which an employee is entitled under this award and which are determined by reference to an employee's salary shall be calculated by reference to the salary before any sacrifice for superannuation under this award.
- (c) The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:

- (i) paid to the Energy Industries Superannuation Scheme Division A; or
 - (ii) subject to TransGrid's agreement, paid to a private sector complying superannuation scheme as employer superannuation contributions.
- (d) Where the employee elects to sacrifice salary in terms of paragraph (c) of this subclause, TransGrid will pay the sacrificed amount into the relevant superannuation scheme. TransGrid must ensure that the amount of any additional employer superannuation contributions specified in paragraph (a) of this subclause is included in the employee's superable salary, which is notified to the relevant trustee as required under the scheme rules.
- (e) Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with TransGrid to have superannuation contributions made to a superannuation scheme other than a scheme contained in the Energy Industries Superannuation Scheme Trust Deed, TransGrid will continue to base contributions to that other scheme on the salary payable under this clause 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 TransGrid may be in excess of superannuation guarantee requirements after salary sacrifice is implemented.
- (f) Additional taxation costs associated with the salary sacrifice will not be borne by TransGrid and deduction limits may be imposed to avoid additional taxation costs to TransGrid.

Salary sacrifice in addition to superannuation benefits

12.9 In addition to subclause 12.8, employees may elect to salary sacrifice for non-salary benefits through an approved third party provider of such benefits.

Each employee who negotiates an individual salary sacrifice arrangement will be required to enter into an agreement with an approved third party.

The employee should be aware that any individual salary packaging arrangement would result in their gross taxable salary being reduced.

Employees participating in any such arrangements shall advise TransGrid of the relevant details, including commencement and cessation of the arrangement, to allow the necessary payroll deductions to take place.

TransGrid is not responsible for the establishment or administration of any such arrangements and the provision of benefits shall be at no cost to TransGrid.

Tool allowance

12.10 Tradespersons in the trade classifications of Carpenter or Painter must be paid the tool allowance prescribed from time to time by the appropriate general State award in addition to their ordinary weekly salary.

The tool allowances are paid for all purposes.

First aid allowance

12.11 Employees who are nominated to carry out first aid duties must be paid \$11.40 per week or part thereof.

Employees who are current holders of the Occupational First Aid Certificate must be paid 50% above this rate.

Redeployment/relocation entitlements

12.12 Employees who are in receipt of either the special power station allowance or the special other division allowance under redeployment or relocation entitlements conditions must continue to be paid the allowance at the rate(s) determined by TransGrid until they are appointed to a new position. Employees are only to be paid the higher of either the field allowance or the appropriate special allowance.

13. Classifications

13.1 The classifications of TransGrid employees are:

- (a) Administrative Officers
- (b) Engineering Officers
- (c) Professional Officers
- (d) Operators - Administrative, Engineering and Professional Officers' and Operators' positions are evaluated and allocated a range of salary points in accordance with the agreed job evaluation procedure.
- (e) Power Workers
- (f) Tradespersons - Progression of Power Workers and Tradespersons is based on the relevant Skills Development Programs.
- (g) Apprentices

14. Classification Advisory Committee**Purpose**

14.1 The purpose of the Committee is to recommend appropriate salary point(s) for a position(s).

Constitution

14.2 The Committee consists of:

- (a) a Chairperson appointed by TransGrid
- (b) two TransGrid representatives
- (c) two representatives of employees appointed from time to time by the relevant union(s) having regard to the classification under review.

Powers

14.3 The Committee can:

- (a) consider applications for alterations of salary points on the ground of altered circumstances by:
 - (i) unions on behalf of an employee or groups of employees
 - (ii) TransGrid
- (b) consider any errors or anomalies in the salary points of:
 - (i) an employee(s)

- (ii) any position
- (c) recommend appropriate salary points for new positions.

Procedures

- 14.4 The Committee proceeds by exchange of views and discussion, not by vote. It is the responsibility of the Chairperson to prepare a report, including a recommendation, to the Chief Executive of TransGrid, setting out the view of the Committee. If there are differing views, the report must include them.

Confidentiality

- 14.5 All proceedings of the Committee are confidential.
- 14.6 This clause will not prejudice or affect any right any person may have under the *Industrial Relations Act 1996*.

15. Forms of Employment

- 15.1 Employment may be full-time, part-time, casual or temporary. It is determined by local management taking into account the needs of the business.

If part-time, casual or temporary employment is to be introduced, no full-time employee will be displaced. TransGrid does not intend to create a workforce of part-time, casual, temporary or labour hire employees.

Labour hire employees would only be used as supplementary labour for a period of no longer than three months.

Any dispute in relation to the use of contractors or labour hire employees will be referred to the Level 1 Consultative Committee.

It is not the intention of TransGrid to outsource core work. TransGrid shall give three months notice of an intention to outsource such work on a long-term basis.

Full-time

Who is a full-time employee?

- 15.2 A full-time employee is any permanent employee who normally observes full-time ordinary weekly working hours on either a day or shift pattern.

Part-time

Who is a part-time employee?

- 15.3 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

- 15.4 The minimum number of hours to be worked by a part-time employee is 14 hours or two shifts per week. The minimum number of hours to be worked per day of attendance is three hours and 30 minutes.

Rates of pay

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

Overtime

15.6 Overtime must be paid in accordance with clause 20, Overtime - Day Work, but only when nominated hours are exceeded or work is performed outside the spread of ordinary hours.

Entitlements

15.7 Part-time employees 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 working hours.

Returning to full-time employment

15.8 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 period of part-time work.

Casual

Who is a casual employee?

15.9 A casual employee is any employee who works on an hourly basis, as required, and is paid as such.

Hours of work

15.10 The hours of duty for casual employees are determined by local management within the spread of ordinary working hours.

Rates of pay

15.11 Casual employees are paid:

- (a) the hourly rate for the appropriate salary point for their classification; and
- (b) a loading of 20%.

Overtime

15.12 Overtime must be paid in accordance with clause 20, Overtime - Day Work, but only when nominated hours are exceeded or work is performed outside the spread of ordinary hours.

Termination

15.13 The services of a casual employee can be terminated by:

- (a) an hour's notice given by either management or the employee; or
- (b) payment by management of an hour's salary instead of notice; or
- (c) forfeiture by the employee of an hour's salary instead of notice.

What is the minimum payment for each start?

15.14 A casual employee is entitled to:

- (a) a minimum of three hours' pay in respect of each start; and
- (b) reimbursement of all fares incurred in travelling to and from work only when the minimum is paid.

15.15 Employees appointed to carry out the duties of an Occupational Health Nurse on a casual basis are to be paid:

- (a) at the rate applicable to salary point 23 at the location; and
- (b) a loading of 20%.

Any time worked in excess of seven hours per day is to be paid at ordinary time.

Apart from the provisions of subclauses 15.9, 15.10, 15.11, 15.13 and 15.14, there is no entitlement to any other provisions of this award.

Temporary

Who is a temporary employee?

15.16 A temporary employee is any employee who works set and regular hours for a period of limited duration on a full-time or part-time basis.

The maximum duration of temporary employment is 12 months. If the position is not held by a permanent employee and is still required, the position must then be advertised and filled on a permanent basis.

Hours of work

15.17 The commencing and finishing times for each day are determined by local management.

Rates of pay

15.18 Temporary employees are paid the hourly rate for their classification.

Overtime

15.19 Overtime must be paid in accordance with clause 20, Overtime - Day Work, but only when nominated hours are exceeded or work is performed outside the spread of ordinary hours.

Termination

15.20 The services of a temporary employee will be terminated:

- (a) at the end of the period of employment; or
- (b) by local management or employee giving at least one week's notice.

Entitlements

15.21 Temporary employees receive the same entitlements that are contained in this award for full-time employees. These entitlements are in proportion to the number of ordinary hours worked to full-time ordinary working hours.

16. Calculation of Service

What counts as service?

16.1 In calculating service, TransGrid must include:

- (a) periods of annual and long service leave
 - (b) periods of sick leave with or without pay
 - (c) periods of approved leave with pay
 - (d) periods of approved leave without pay not exceeding 20 consecutive working days or equivalent hours of shifts
 - (e) periods of approved leave without pay exceeding 20 consecutive working days or equivalent hours of shifts which have been specifically authorised to be counted as service
 - (f) periods of absence for which workers' compensation payments are made
 - (g) periods of service as an employee on probation
 - (h) in the case of an employee transferred from Pacific Power:
 - (i) actual service with Pacific Power; and
 - (ii) service with another employer which had been counted as service by Pacific Power.
 - (i) any previous period of service with TransGrid in accordance with paragraphs (a) to (h) of this subclause for an employee who had resigned or been discharged and later re-employed.
 - (j) any previous period of service with TransGrid in accordance with paragraphs (a) to (h) for an employee who had been dismissed and later re-employed if that employee's current period of service under paragraphs (a) to (h) is more than five years.
- 16.2 If payment for long service leave has been received by an employee, any service recognised in accordance with paragraphs (i) and (j) of this subclause is counted for qualifying purposes for future calculation only.

17. Terms of Employment

Payment of salaries

- 17.1 If requested by a majority of employees appointed to a field location, 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.
- 17.2 The ordinary weekly salary of an employee appointed to the Sydney office must not vary from week to week as a consequence of accumulating debits or credits of ordinary hours in a given week.

Annualised Salaries

- 17.3 The Working Party established to consider
- (a) an Annualised Salary Agreement;
 - (b) Handover time; and
 - (c) the introduction of 12 hour shifts

for Operating staff who work on a 7 x 3 shift roster, will continue to meet to resolve outstanding issues.

At each location all of the eligible Operating staff must elect to transfer to the Annualised Salary system.

Averaged Salaries - other classifications

17.4 Employees working shiftwork in classifications other than Operators may elect to be paid on an averaged salary basis in accordance with the Averaged Salary Agreement.

However, at each location all of the eligible employees in the work group must elect to transfer to the Averaged Salary system.

17.5 Payments for salary and leave must be made only to the employee entitled to them or to a person authorised by the employee to receive the payments.

17.6 TransGrid may deduct from an employee's pay contributions or payments for approved purposes or for the payment to TransGrid of money due by the employee under hire purchase, tenancy or other agreements only if the employee gives TransGrid written authority.

Overtime and shift work

17.7 For the purpose of meeting the needs of the industry, TransGrid requires 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.

Wet weather

17.8 In the event of wet weather, no deductions from employees' salaries will be made if:

- (a) they report for duty;
- (b) they work until the officer-in-charge directs work to stop; and/or
- (c) they stand by as directed.

Termination of service

17.9 Employees' service may be terminated by:

- (a) resignation, i.e. voluntarily leaving the service of TransGrid
- (b) retirement on account of ill health, which makes employees unable now and in the future to perform the duties of their appointed grade. TransGrid's Occupational Health Physician and/or other medical practitioner, as agreed to by TransGrid 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 TransGrid 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.

17.10 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 TransGrid as satisfactory shall be deemed to have resigned.

Period of notice

17.11 Employees must give TransGrid at least one month's notice of their intention to resign, unless their terms of employment provides for a different period.

17.12 In all other cases of termination, except dismissal, TransGrid 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 TransGrid to dismiss employees without notice. The salaries of employees who are dismissed, together with their entitlements to payments for annual leave and long service leave, must be paid up to the time of dismissal.

18. Hours and Work Patterns - Day Workers

18.1 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.

Hours of work

18.2 The ordinary hours of work for day workers are 35 hours per week or 70 hours per fortnight where a nine day fortnight is observed.

18.3 Employees in the Sydney office:

- (a) work a Variable Working Hours system to meet business and personal needs, in accordance with the Grid Standard; and
- (b) observe a span of ordinary working hours between 7.00 a.m. and 7.00 p.m., Monday to Friday.

18.4 Employees at field locations:

- (a) work a nine day fortnight system; and
- (b) observe a span of working hours between 6.00 a.m. and 6.00 p.m., Monday to Friday. Daily commencing and finishing times are determined by local agreement. However, by agreement with local management, employees may vary their commencing and/or ceasing times.

Accrual of days off

18.5 Employees may elect to accrue up to a maximum of five rostered days off or special days off for the purposes of taking time off for any reason.

Employees wishing to accrue days off must obtain prior approval that the day(s) chosen to work is suitable to their team leader. Similarly, the time taken off must be on date(s) agreed to by employees and their team leader.

19. Shift Work

Types of shift

19.1 There are two types of shift work:

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

19.2 Both types of shift work may be worked:

Monday to Friday inclusive; or

Monday to Saturday inclusive; or

Monday to Sunday inclusive.

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

Ordinary hours

19.3 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 a roster cycle must not be more than:

number of weeks in roster cycle multiplied by 35 hours.

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

19.5 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 21, Overtime - Shift Work, for rates.)

Shift Allowance

19.6 Shift work may be:

- (a) Early morning shift - a shift commencing after 5.00 a.m. and before 6.30 a.m.
- (b) Afternoon shift - a shift finishing after 6.00 p.m. and at or before midnight
- (c) Night shift - a shift:
 - (i) finishing between midnight and at or before 8.00 a.m.; or
 - (ii) commencing between midnight and at or before 5.00 a.m.

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

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

Shift	Allowance
Early morning shift	The greater of 10% of single time for the shift and \$8.30
Afternoon shift	The greater of 20% of single time and \$30.30
Night shift	The greater of 20% of single time and \$30.30

19.8 Shift workers who:

- (a) are engaged on a roster which requires the working of continuous afternoon or night shifts for more than two weeks; and
- (b) work such shifts on other than a public holiday, Saturday or Sunday

must be paid the following allowances:

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

19.9 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 20, Overtime - Day Work.

19.10 Shift workers working continuous night shifts for two weeks or less and working such shifts on a public holiday must be paid in accordance with subclause 19.12.

19.11 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

19.12 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

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

Shift	Penalty
Saturday - all shifts	50% of single time
Sunday - all shifts	100% of single time.

Only one rate to apply

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

Roster Loading

19.15 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

19.16 The roster loading for ordinary hours actually worked is:

- (a) 4.35% of salary for:
 - (i) employees on seven 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 graded duties

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

Employees carrying out lower graded 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

19.18 Roster loading is not payable to employees who are engaged on irregular shift work, i.e. in respect of a roster which does not continue employees for more than one month and which attracts overtime penalty rates.

Roster loading - during training

19.19 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 five consecutive working days; or
- (b) the new shift roster if the period of training continues for five or more consecutive working days.

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

General

Payment while at training school

19.21 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 operator 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

19.22 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 34, Public Holidays and Picnic Day. If higher grade pay is involved, the provisions of subclause 24.8 of clause 24, Higher Graded Work and Pay, apply.

Not required to work on a public holiday

19.23 Shift workers who, 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.

Shift worker on a five day shift - public holiday

19.24 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 standdown

19.25 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

19.26 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

19.27 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

19.28 Shift workers are entitled to a break of at least ten consecutive hours between finishing shift work and commencing day work.

Day workers relieving on regular shift work

19.29 Day workers who are required to relieve temporarily on regular shift relieving on 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 employee's 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 all 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.

Day workers on irregular shift work

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

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

Change of roster or shift

19.31 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.

Notice after absence from duty

- 19.32 Shift workers must advise the person responsible for their work team at absence from least eight hours beforehand when they intend to report for duty after being duty absent from duty.
- 19.33 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

- 19.34 Shift workers required to hand over at the end of a shift must stay at their workstation 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.
- 19.35 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 16.66 minutes for each shift. When shift workers transfer from one roster to another, this time off must be taken in accordance with the roster system to which they are transferring. They are entitled to this time off even when they are absent from work on paid leave.
- 19.36 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.
- 19.37 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.
- 19.38 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.
- 19.39 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.
- 19.40 Overtime shifts are not included in calculating handover time.

20. Overtime - Day Work

What is overtime?

- 20.1 Overtime is all time worked on:
- (a) Mondays to Fridays before established commencing time
 - (b) Mondays to Fridays after established finishing time
 - (c) Saturdays
 - (d) Sundays

(e) Public holidays

How is it calculated?

20.2 In calculating how much overtime a day worker works, each working day is treated separately. Periods worked before the established commencing time and after the established 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?

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

Day	Period	Rate
Monday to Friday	First two hours	1.5
	After two hours	2.0
Saturday (not a public holiday)	Before midday -	
	First two hours	1.5
	After two hours	2.0
	After midday -	
	All hours worked	2.0
Sunday (not a public holiday)		2.0
Public holiday	In ordinary working hours	2.0 + ordinary pay
	Outside ordinary working hours	2.0

Minimum payment for non-merging overtime

20.4 An employee must be paid a minimum of four 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 stand by under clause 30, Standby and "On Call".)

Cancellation

20.5 If TransGrid 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 - three hours at single time
- (c) at the place of work - three 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 three 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.

Travel associated with merging overtime

20.6 Employees who work overtime which merges with normal or rostered working hours must have their travel to and/or from their homes arranged by TransGrid if reasonable means of public transport are not available. Additional time and/or costs incurred will be paid in accordance with clause 32, Travelling Time and Fares.

Travel associated with non-merging overtime

20.7 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 subclause 20.4.

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 32, Travelling Time and Fares, exceeds the minimum payment.

TransGrid must reimburse employees for any fares incurred.

Ten hour breaks

20.8 Employees who work periods of overtime between completing their ordinary work on one day and commencing it on the next shall, whenever reasonably practicable, observe a break of ten consecutive hours when:

- (a) period(s) of overtime and associated travelling time aggregate to four or more hours; or
- (b) the period of overtime and associated travelling time is less than four hours and they return to their place of residence after midnight.

The breaks commence from the time of return to their normal place of residence.

Continuing to work after completing overtime

20.9 Employees who complete overtime within two hours of their next ordinary commencing time may, with the agreement of their team leader, continue working (at ordinary rates of pay) and bring forward their overtime finishing time upon completing the period of their normal daily attendance

If agreement is not reached with the team leader, the provisions of subclause 20.8 will be applied.

Resuming work without a ten hour break

20.10 If employees resume or continue work without a ten hour break, TransGrid must pay them double time until released from duty. They may then be absent until they have had a ten hour break.

20.11 Employees must be paid at ordinary rates for any working time which occurs during a ten hour break.

20.12 The conditions in subclauses 20.8 and 20.10 do not apply to overtime for which a minimum payment is applicable.

20.13 If employees:

- (a) have had a ten hour break; and
- (b) are recalled to work overtime whether notified before or after leaving their place of work; and
- (c) commence that overtime starting at least eight hours after their ordinary finishing time on Day 1 and before 5.00 a.m. on Day 2; and
- (d) would normally be required to work on Day 2,

then the employees may defer their ordinary commencing time on Day 2 for a period equal to the time worked between the commencement of the overtime and 5.00 a.m..

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

Standing by for overtime

20.15 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 30, Standby and "On Call".

Employees above salary point 35

20.16 Employees above salary point 35 must not be paid overtime without the Chief Executive's approval.

21. Overtime - Shift Work

What is overtime?

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

How is it calculated?

21.2 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?

21.3 Shift workers must be paid the following rates for overtime:

Day	Period	Rate
Monday to Friday	First two hours	1.5
	After two hours	2.0
Saturday (not a public holiday)	Before midday -	
	First two hours	1.5
	After two hours	2.0
	After midday -	
	All hours worked	2.0
Sunday (not a public holiday)		2.0
Public holiday	All hours worked	2.5

Time worked - during rostered break

21.4 All time worked during a shift worker's rostered break is paid at the rate during 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

21.5 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

21.6 An employee must be paid a minimum of four 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 stand by under clause 30, Standby and "On Call").

Irregular shiftwork - merging overtime

21.7 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 subclause 19.30 of clause 19, Shift Work; 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.

Ten and eight hour breaks

21.8 Employees who work periods of overtime between completing their ordinary work on one shift and commencing it on the next shift are entitled to:

- (a) a break of ten consecutive hours when period(s) of overtime and associated travelling time aggregate to four or more hours; or
- (b) a break of eight consecutive hours if the period of overtime and associated travelling time is less than four hours and they return to their place of residence after 11.00 p.m.

The breaks commence from the time of return to their normal place of residence.

Resuming work without a ten or eight hour break

21.9 If employees resume or continue work without a ten or eight hour break, TransGrid must pay them double time until released from duty. They must then be absent until they have had a ten or eight hour break.

21.10 Employees must be paid at ordinary rates for any working time which occurs during a ten or eight hour break.

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

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

Time off between shifts

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

Shift workers called out - not on standby

21.14 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 two 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 four 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 overtime 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

21.15 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.

Twelve hour maximum

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

21.17 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.

22. Meal Allowances on Overtime

When are meal allowances paid ?

22.1 Employees must be paid allowances for meals as follows:

- (a) Day Workers

Time	Amount of Continuous Overtime	Allowance \$
Monday to Friday	1 hour 30 minutes	10.70
	5 hours	21.40
	9 hours	32.10
Non-working days	4 or more hours (during hours usually worked Monday to Friday)	10.70
	1 hour 30 minutes before or after ordinary hours	10.70
	5 hours before or after ordinary hours	21.40

	9 hours before or after ordinary hours	32.10
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(b) Shift Workers

Type of Overtime	Amount of Continuous Overtime	Allowance \$
Additional to rostered shift	1 hour 30 minutes	10.70
	5 hours	21.40
	9 hours	32.10
Worked on rostered day off	4 or more hours (during hours worked last rostered shift)	10.70
	1 hour 30 minutes before or after ordinary hours	10.70
	5 hours before or after ordinary hours	21.40
	9 hours before or after ordinary hours	32.10

- (c) An employee is not entitled to more than three meal allowances for any one period of continuous overtime.
- (d) Employees must be paid a meal allowance of \$10.70 if they have prepared a meal in readiness for working overtime which was cancelled at short notice.

Employees above salary point 35

22.2 Employees who are above salary point 35 and who are not engaged on shift work are also entitled to meal allowances under the same conditions as apply to day workers.

23. Meal Breaks - Day Work

- 23.1 Employees are entitled to normal meal breaks on ordinary working days unless there is an emergency.
- 23.2 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 five hours unless there is an emergency.

Disrupted meal breaks

- 23.3 Employees who are unable to take all or part of their normal meal breaks 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

- 23.4 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) leave as after one hour 30 minutes - a meal break of 20 minutes
- (b) after four hours - a second meal break of 20 minutes, but only if the employees continue the overtime for at least another hour
- (c) after eight hours - a third meal break of 20 minutes, but only if the employees continue the overtime for at least another hour.
- 23.5 The meal break must be paid at the appropriate overtime rate.
- 23.6 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.

Overtime - Saturday, Sunday or public holiday

23.7 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 four continuous hours; and/or
- (b) meal breaks with pay as set out in subclause 23.4.

Overtime - meal breaks count

23.8 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 breaks

23.9 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.

24. Higher Graded Work and Pay

Obligation to work in a higher grade

24.1 Employees must carry out work at a higher grade as directed and must be paid in accordance with the provisions of this clause.

Employees will not be compelled to work in a higher grade, should they object to such work, if it is not reasonable or practicable for them to do so.

Payment for higher graded work

24.2 Employees must be paid higher grade pay if they are directed to carry out any higher graded work for one hour or more in any one day or shift.

These employees must receive the salary specified of an employee performing the particular class of work.

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

Aggregation

24.3 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.

Payment for leave, sick leave, etc.

24.4 Employees must be paid higher grade pay during annual leave, paid sick leave or periods of absence on accident pay if they have been paid the higher grade pay:

- (a) for a continuous period of three calendar months immediately before the leave; or
- (b) for broken periods which total more than six months, during the 12 calendar months immediately before the leave is taken.

- 24.5 No payments will be made under this clause to employees on long service leave or for payments for long service leave or retiring allowance.
- 24.6 Absences on personal leave, sick leave or accident pay or the carrying out of lower graded work that total not more than five working days or shifts during the three months continuous period in paragraph (a) of subclause 24.4 are not considered to break the continuity of the higher graded work.
- 24.7 If employees qualify for higher grade pay for periods in accordance with subclause 24.4, those periods must be taken as having been spent on higher graded duties in calculating the rate applicable for continued higher graded duty or for absences on annual leave, sick leave or accident pay.

Public holidays

- 24.8 Employees must be paid the higher grade rate for any public holiday which occurs during a period of work for which the employees are receiving higher grade pay.
- 24.9 Employees must be paid higher grade pay for a public holiday if they receive that pay for any part of the days preceding and following the public holiday.

Overtime

- 24.10 Employees who are being paid a higher grade rate must be paid for overtime at that rate if:
- (a) they have to work outside their ordinary hours in their appointed grade, or in their acting position, or in a grade between their appointed grade and their acting grade; and
 - (b) they have been carrying out the higher graded duties continuously for a period of one or more working days or shifts immediately before the overtime.
- 24.11 Employees are paid for overtime in their appointed grade at their appointed rate of pay if the overtime:
- (a) is performed between payment of the higher grade pay ceasing and payment at the appointed grade beginning; and
 - (b) is not continuous with work for which higher grade pay is paid.

Lower graded work

- 24.12 Employees must:
- (a) carry out lower graded work that is temporarily required as directed; and
 - (b) be paid not less than their current salary point.

Training in higher grade

- 24.13 Employees undertaking training for the purpose of gaining experience higher grade 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; and
 - (b) the periods of training do not exceed a continuous period of three months.

25. Clothing and Tools

Basis of issue

25.1 TransGrid must issue clothing or other articles if it considers them necessary for:

- (a) protection from injury
- (b) protection in wet or hot places
- (c) protection against materials which destroy or damage ordinary clothing
- (d) protection from weather
- (e) identification when dealing with the public.

25.2 TransGrid may issue tools at its discretion.

Issue and replacement

25.3 TransGrid must issue and replace clothing and tools

- (a) in accordance with the requirements of the *Occupational Health and Safety Act 2000* and other relevant legislation; or
- (b) if the item is unsuitable for the purposes for which it was issued; or
- (c) if the item is lost and the loss is accounted for satisfactorily.

25.4 An employee must replace or pay for any item of clothing or tools lost or damaged through misuse or negligence.

Responsibility

25.5 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 they are:
 - (i) engaged in or exposed to the spraying of lead and/or silica paint
 - (ii) handling or exposed to PCB's, asbestos or synthetic fibres or have their clothing substantially soiled by transformer oil
 - (iii) exempted by TransGrid.

Disposable clothing

25.6 Disposable overalls may be supplied by TransGrid when using materials in subparagraphs (i) and (ii) of paragraph (b) of subclause 25.5.

25.7 The employee must wear any clothing or use any tools or articles issued:

- (a) only in the course of duty; and
- (b) for the purpose for which they are issued.

Wet weather clothing

25.8 An employee must return upon request any wet weather clothing which is not issued permanently.

26. Annual Leave

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

- (a) Day workers - 140 hours
- (b) Shift workers on seven 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 on the roster
- (c) Shift workers on other than seven 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

26.2 Annual leave does not include public holidays.

Rate of pay

26.3 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 19, Shift Work, is more than the ordinary shift work penalty payments.

When can leave be taken?

26.4 By mutual agreement, an employee may take annual leave in one, two or three separate periods:

- (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;
 - (ii) where there are special circumstances

Use of annual leave for family care purposes

26.5 When an employee takes annual leave for family care reasons, a period not exceeding five days in any calendar year may be taken at time(s) agreed to by local management.

The number of "separate periods" may then be increased in addition to the one, two or three separate periods in subclause 26.4.

- 26.6 If an employee or TransGrid 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. TransGrid 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

- 26.7 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 TransGrid agrees that extenuating circumstances exist, annual leave may be approved at shorter notice.

Leave on terminating service

- 26.8 If the service of an employee is terminated for any reason, TransGrid 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.

27. Long Service Leave

What service counts?

- 27.1 In calculating how much long service leave an employee is entitled to, TransGrid must include:
- (a) actual service with TransGrid
 - (b) periods of annual and long service leave
 - (c) periods of sick leave with or without pay
 - (d) periods of approved leave with pay
 - (e) periods of approved leave without pay not exceeding 20 consecutive working days or equivalent hours of shifts
 - (f) periods of approved leave without pay exceeding 20 consecutive working days or equivalent hours of shifts which have been specifically authorised to be counted as service
 - (g) periods of absence for which workers' compensation payments are made
 - (h) periods of service as an employee on probation
 - (i) periods specified for certain employees under the *Transferred Officers Extended Leave Act 1961*, as amended
 - (j) periods of service with another employer where an agreement has been reached between TransGrid and that employer
 - (k) in the case of an employee transferred from Pacific Power, those periods served with an employer immediately before transferring to Pacific Power which counted towards long service entitlements if the employee transferred in accordance with the provisions of Division I of Part VI of the *Electricity (Pacific Power) Act 1950*, as amended, or the *Electricity Commission (Balmain Electric Light Company Purchase) Act 1950*, or other relevant Acts
 - (l) in the case of an employee whose service with TransGrid was terminated by resignation or by discharge and who was re-employed, the previous period of service. By definition discharge

means discharge as a consequence of retrenchment, re-organisation or shortage of work or any reason except dismissal or retirement on account of ill health

- (m) in the case of an employee whose service with TransGrid was terminated by dismissal and who was re-employed and whose current period of service exceeds five years, the previous period 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?

27.2 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*, as amended.

Transferred employees with periods of service listed in paragraphs (j) and (k) of subclause 27.1 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 TransGrid.

27.3 The entitlement for length of service in between any of the periods listed in subclause 27.2 is worked out on a proportional basis.

How is leave paid?

27.4 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 TransGrid, payment of the value of the long service leave is based on completed weeks of service.

When can leave be taken?

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

27.6 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 TransGrid in periods of not less than two weeks; or
- (b) on half pay only at a time suitable to TransGrid and at its discretion. If half pay is chosen, then the employee is entitled to a period of absence twice the amount of entitlement.

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

Public holidays falling during leave

27.8 Long service leave does not include public holidays.

On leaving between five and ten years

27.9 If an employee has completed at least five years' service as an adult (as defined in the *Long Service Leave Legislation Amendment Act 2001*), then the employee is entitled to a proportional amount of long service leave equal to 1.3 weeks for each year of total service (whether as an adult or not) if:

- (a) TransGrid 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.

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

After ten years

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

28. Sick Leave and Accident Pay

When may employees be granted sick leave?

28.1 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 subclauses 28.19 to 28.27.

28.2 Employees may be granted sick leave with pay to care for or support any dependent child or another immediate family member who is in need of care or support. The provisions of clause 29, Leave for Family Care, apply.

When will sick leave not be granted?

28.3 Employees will not be granted sick leave for any period that they are also in receipt of a workers' compensation payment.

Employees will not be granted sick leave in excess of one week on full pay per year when the personal illness or injury was caused or substantially brought about by:

- (a) the employees' wilful act, misconduct or negligence; or
- (b) participation in a game involving risk of injury unless TransGrid accepts that the participation is beneficial for the health and efficiency of the employee; or
- (c) participation in other employment.

Amount of sick leave

28.4

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

Period	Leave on full pay - working days	Leave on half pay - working days
Upon completion of 3 months' service	12	12
Upon completion of 12 months' service	12	12
Upon completion of each additional 12 months' service	12	12

These periods are cumulative. In crediting the above amounts after the completion of each year of service, the minimum requirements of Chapter 2, Part 1, Division 2, Section 26, of the *Industrial Relations Act 1996* will be taken into account.

- (b) Employees transferred from Pacific Power and who were previously transferred to Pacific Power from the Commissioner of Railways are entitled to not less than the amount of sick leave they would have received if they had not transferred.
- (c) Employees transferred from Pacific Power and who were previously transferred to Pacific Power under the provisions of the *Electricity Commission Act 1950*, as amended, retain their sick leave credits they had at the date of transfer.

Calculation of entitlements

28.5 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 subclause 28.4.

28.6 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

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

28.8 TransGrid 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 TransGrid considers exceptional circumstances exist, such as the employee's length of service.

Leave to count as service

28.9 Any period of sick leave, with or without pay, or leave on accident pay that TransGrid approves, counts as service.

Retirement - ill health

28.10 TransGrid 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. TransGrid's Occupational Physician and/or other medical practitioner, as agreed to by TransGrid and the Secretary of the union concerned, must issue a certificate to this effect.

Retirement and sick leave

28.11 If TransGrid 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 TransGrid decides that they are to be retired because of ill health. When practicable, 14 days' notice of the intention to retire will be given to the employees concerned.

28.12 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

28.13 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, annual leave 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
- (b) for a period of at least five consecutive working days in the case of long service leave.

Public holidays during sick leave

28.14 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.

28.15 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 TransGrid of the impending absence before the shift begins; and
- (d) submit an acceptable medical certificate in accordance with subclauses 28.21 to 28.24.

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

Infectious diseases

28.16 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

28.17 Accident pay is an amount that would bring the workers' compensation up to the employee's substantive salary for the weekly period in which it is paid.

28.18 Employees may be granted accident pay for a maximum period of 52 weeks if they:

- (a) have workers' compensation approved; and
- (b) comply with subclauses 28.19 to 28.26.

However, where special circumstances exist, TransGrid may discontinue accident pay at any time after receipt of such payment for a period of 26 weeks.

Regulations

How to apply

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

Medical examination

28.20 If required by TransGrid, employees must be examined by TransGrid's Occupational Physician as soon as they are physically able.

Absence of more than three days

28.21 Employees must submit a certificate from TransGrid's Occupational Physician 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.

28.22 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

TransGrid's Occupational Physician

the date the employee first consulted a medical practitioner or TransGrid's Occupational Physician

the medical practitioner's qualifications, name, address and signature or the signature of TransGrid's Occupational Physician; and

the date of issue of the certificate.

28.23 If the certificate does not include the nature or cause of the illness or injury, TransGrid may refer the employee to a nominated medical practitioner for examination.

28.24 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.

28.25 If TransGrid's Occupational Physician certifies an employee as unfit for work, the employee must obtain a medical certificate from another medical practitioner when required by TransGrid's Occupational Physician.

28.26 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.

Absences of three days or less

28.27 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.

Conversion of half pay

28.28 If employees have any credits of sick leave on half pay, they may elect to draw on those credits for a period of sick leave supported by a medical certificate to enable them to be paid at full pay.

Disputed medical certificate

28.29 If TransGrid disputes a medical certificate, a referee may be appointed who is a medical practitioner agreed on by the employee and TransGrid. Any medical certificate issued by that referee must be accepted by the employee and TransGrid as conclusive.

TransGrid 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.

TransGrid must allow the employee to have leave with pay for any medical examination by the referee.

28.30 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 four weeks they are in hospital.

29. Leave for Family Care

Purpose

29.1 To provide care and support for persons who are ill and in need of an employee's personal care.

Types of leave

29.2 An employee may apply for:

- (a) sick leave with pay, or
- (b) annual leave; or
- (c) personal leave without pay.

When applying for sick, annual or personal leave without pay for family care purposes, employees shall, if required, establish by production of a medical certificate or statutory declaration the illness of the person in need of their personal care.

Note:

The taking of leave for family care applies in addition to:

- (a) the accrual of five flexi days, rostered days off or special days off to attend to family-related matters; and
- (b) the provisions of personal leave contained in TransGrid's Grid Standard.

Eligibility

29.3 To be eligible to take leave for family care, the employee must be personally responsible for the care or support of the person who is ill.

The person who is ill must be either any dependent child or immediate family member including:

- (a) the employee's spouse or former spouse; or
- (b) the employee's de facto spouse or former de facto spouse who:
 - (i) is of the opposite sex; and
 - (ii) lives with the employee as the husband or wife on a bona fide domestic basis although not legally married to the employee; or
- (c) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (d) a child or an adult child, including an adopted child, a step-child, a foster child or an ex nuptial child, who is wholly or substantially dependent on the employee or in need of care or support;
- (e) a parent or step-parent of the employee or of a spouse or former spouse of the employee, including foster parent, legal guardian, authorised carer; or
- (f) a grandparent or step-grandparent of the employee or of a spouse or former spouse of the employee; or
- (g) a grandchild or step-grandchild of the employee or of a spouse or former spouse of the employee; or
- (h) a sibling or step-sibling of the employee or of a spouse or former spouse of the employee; or
- (i) a relative of the employee who is a member of the same household where, for the purposes of this paragraph:
 - (i) "relative" means a person related by blood, marriage or affinity;

- (ii) "affinity" means a relationship that one spouse because of marriage, has to blood relatives of the other; and
- (iii) "household" means a family group living in the same domestic dwelling.

29.4 In the event of an employee's:

- (a) spouse or former spouse; or
- (b) de facto spouse, who;
 - (i) is of the opposite sex; and
 - (ii) lives with the employee as the husband or wife on a bona fide domestic basis although not legally married to the employee; or
- (c) same sex partner who lives with the employee as the de facto partner on a bona fide domestic basis

becoming ill, leave for family care may also be approved to care for or support the employee's children:

- (a) where no other carer is available; or
- (b) until alternative arrangements are made.

Notify early

29.5 Additionally, if practicable, the employee must give to TransGrid:

- (a) notice prior to the absence of the intention to take leave; and
- (b) the name of the person requiring care; and
- (c) their relationship to the employee; and
- (d) the reasons for taking such leave; and
- (e) the estimated period of absence.

If it is not practicable for the employee to give prior notice of absence, the employee shall notify TransGrid by telephone of such absence at the first opportunity on the day of absence.

Use of sick leave

29.6 An employee may apply for sick leave with pay when sufficient sick leave exists to cover the requested period of absence. The amount of sick leave approved for such purposes for each employee will not exceed that accrued during the current year and the three previous years.

Use of annual leave

29.7 Subject to the *Annual Leave Act 1944*, employees may apply for annual leave:

- (a) when they have an annual leave credit to cover the requested period of absence; and
- (b) for periods not exceeding five days in any calendar year, at a time(s) agreed to by local management. The number of "separate periods" of annual leave may be increased beyond the one, two or three separate periods shown in clause 26, Annual Leave.

Use of personal leave without pay

29.8 An employee may apply for personal leave without pay.

Make-up time

29.9 Employees on day work may, with the approval of TransGrid, work "make-up" time under which they:

- (a) take time off during ordinary hours; and
- (b) work those hours at a later time during the spread of ordinary hours.

29.10 Employees on shift work may, with the approval of TransGrid, work "make-up" time under which they:

- (a) take time off during ordinary hours; and
- (b) work those hours at a later time at the shift work rate applicable to the hours taken off.

Time off for additional time worked

29.11 Employees may, with the approval of TransGrid, take time off in lieu of payment for overtime. Such time off must be:

- (a) taken at a time(s) agreed to by local management; and
- (b) taken at the ordinary time rate (i.e. an hour off for each hour worked).

30. Standby and "On Call"

Who qualifies for standby?

30.1 Employees who are required to be available for emergency and/or breakdown work at any time:

- (a) are required to remain in communication; and
- (b) 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 TransGrid and the relevant union(s).

How much is standby allowance?

30.2 Standby allowance is \$105.00 per week.

The standby allowance is to be adjusted by the salary increase to be paid in December 2002.

30.3 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

30.4 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.

Public holidays

30.5 Employees required to be on standby on a public holiday have the option of either:

- (a) having a day added to their accrued annual leave entitlement; or
- (b) being paid an additional day's pay.

This payment is to be made in the week the public holiday falls.

Standby availability

30.6 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.

Professional Officers - "on-call"

30.7 Professional Officers who are "on-call" must be paid an allowance of \$125.90 per week.

The "on-call" allowance is to be adjusted by the salary increase to be paid in December 2002.

Payment of overtime worked when called out - day workers

30.8 "Approved" day workers who are called out and required to work overtime must be paid in accordance with clause 20, Overtime - Day Work.

They must receive a minimum three hours' pay.

Payment of overtime worked when called out - shift workers

30.9 "Approved" shift workers who are notified after leaving work must be paid in accordance with clause 21, Overtime - Shift Work, if the overtime commences:

- (a) two hours or more before the ordinary commencing 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 21, Overtime - Shift Work.

Additionally, in the case of non-merging overtime, the appropriate rate in clause 21, Overtime - Shift Work, applies from the time of commencing overtime to the time of commencing the next rostered shift.

31. Working Away from Headquarters

Overnight absence from home

31.1 When employees are transferred to a temporary headquarters and the period of temporary transfer requires them to be absent from their usual place of residence overnight, TransGrid must provide them with accommodation wherever practicable at its own expense. For each night's absence, employees must be paid an allowance of:

- (i) \$12.00 when interstate; or
- (ii) \$9.65 when intrastate.

31.2 Where accommodation is not provided, employees may arrange their own accommodation, in which case TransGrid will pay the following allowances:

- (i) Capital Cities

Australian Tax Office (ATO) reasonable allowance amounts based on salary of \$70,230.00 and below.

(Note these reasonable allowance amounts are set annually by the ATO in the taxation ruling Income Tax: Reasonable Allowances Amounts for the relevant income year).

- (ii) Other than Capital Cities

First night	\$174.50
Each additional night	Relevant ATO reasonable allowance amount for High Cost Country Centre, Tier 2 Country Centre or Other Country Centre as per ATO ruling.

(The amount for "Other than Capital Cities - First night" (\$174.50) will remain unchanged until overtaken by the ATO reasonable amount at some time in the future. The amount for "Other than Capital Cities - First night" will conform to ATO rates from then on.)

Employees' temporary accommodation must be as near as practicable to their temporary headquarters.

The allowances shall be paid for three calendar months only. For periods exceeding three calendar months, other conditions as detailed in the Grid Standard will apply.

Where the cost of accommodation and meals whilst working away from headquarters exceeds ATO reasonable allowances, TransGrid will pay reasonable actuals.

Incidental expenses

31.3 Employees will not be able to claim reimbursements for travel-related incidental expenses unless the incidental expenditure exceeds \$13.25 (the incidental component of the ATO rate as amended).

31.4 The requirement that employees must work at a temporary headquarters must, at an employee's request, be terminated upon the employee completing a continuous period of 26 ordinary working weeks, including public holidays, at the temporary headquarters.

If TransGrid grants approval, the period of an employee's attachment to the temporary headquarters may be extended. The period of the extension must be treated as temporary attachment for all purposes.

These provisions do not apply to periods worked at the temporary headquarters, beyond 26 ordinary working weeks, to employees who do not request the termination of such attachment.

Continuity of the 26 ordinary working weeks' period shall not be considered to have been broken by periods of:

- (a) annual and long service leave
- (b) sick leave
- (c) accident leave
- (d) personal leave with or without pay
- (e) temporary transfers to other headquarters or return to own headquarters for periods not exceeding four continuous working weeks, including public holidays.

Returning home after extended periods away

31.5 TransGrid 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 TransGrid considers it economical.

31.6 Employees returning home from their temporary headquarters on approved weekend travel must:

- (a) do so by the most economic and efficient form of transport which must be paid for by TransGrid; and
- (b) be paid a meal allowance of \$10.70 for each forward and return journey only if they have worked the full ordinary hours at the temporary headquarters on the day of travel.

32. Travelling Time and Fares

32.1 Employees are required to travel to and from their usual place of residence and headquarters once each ordinary working day or rostered shift. These trips are made at the employees' own expense.

Travelling - working at temporary headquarters & merging overtime

32.2 Employees who are required to travel in association with:

- (a) work at a temporary headquarters; and/or
- (b) overtime which merges with ordinary working hours

are entitled to be paid excess travelling time in accordance with subclause 32.4.

Who can claim?

32.3 Only employees at salary point 35 or below or employees who worked 40 ordinary hours per week prior to 1 June 1979 can claim excess travelling time.

How is travelling time calculated?

32.4 An employee's excess travelling time will be calculated by:

- (a) deducting an agreed normal time from the agreed standard time of a journey; and
- (b) paying the difference at 1.5 times the employee's normal hourly rate.

Normal Time

Will be the time taken to travel the distance from an employee's usual place of residence to a point on a five km radius from the employee's permanent headquarters based on a speed of 45 k.p.h.

Standard Time

- (a) Locations within Sydney or Newcastle Metropolitan Areas

Will be the reasonable distance travelled at a speed of 45 k.p.h.

- (b) Other Locations

Will be established by agreement between local management and a local employee representative. (Where possible, the times set out in the Roads and Traffic Authority's NSW Road Maps will be used.)

For locations on a transmission line, standard times will be established by:

- (i) dividing the transmission line into a number of sections
- (ii) recording the time taken to reach the mid-point of each section
- (iii) using this as the standard time while working on this section.

If a journey takes substantially longer than the standard time established under paragraphs (a) or (b) of this subclause due to an accident or other exceptional circumstances, the employee may request and, upon acceptance of the reason, be paid for the additional time taken for the journey outside normal working hours.

Travelling - when requested to work non-merging overtime after normal ceasing time

- 32.5 Employees who are requested after their normal ceasing time to travel and to work non-merging overtime are to be paid travelling time at the appropriate overtime rate from the time of leaving their usual place of residence to the time of their return.

Travelling - when requested to work non-merging overtime before normal ceasing time

- 32.6 Employees who:

- (a) are requested before their normal ceasing time to work non-merging overtime; and
- (b) travel directly from their place of work to another location to work overtime

are to be paid travelling time at the appropriate overtime rate from the time of leaving their place of work to the time of return to their usual place of residence.

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

Fares

- 32.8

- (a) Employees who work at a temporary headquarters are entitled to be paid for excess fares based on \$0.50 per km for associated travel.

- (b) Employees who work overtime merging with ordinary working hours are entitled to be reimbursed for excess fares paid for associated travel.
- (c) Employees who work overtime not merging with ordinary working hours are entitled to be paid for fares based on \$0.50 per km for associated travel.
- (d) Fares or excess fares are not payable when transport is provided by TransGrid
- (e) When considered appropriate by local management, taxis may be used at TransGrid's expense.

Higher grade

- 32.9 Travelling time in connection with work for which an employee is receiving higher grade pay must be paid at that higher grade rate.

33. Grievance and Dispute Procedure

- 33.1 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 team leaders.

- 33.2 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 team leader(s).
- (b) The team leader(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:

Team leader representative

Management representative

Delegate or employee 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) 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 the foregoing procedure it may then be submitted to the Industrial Relations Commission of New South Wales.

- (h) Until the matter is resolved in accordance with this procedure, except where a genuine safety issue is involved, the conditions that applied prior to the disputed change will remain, without interruption and prejudice to final settlement.

34. Public Holidays and Picnic Day

Public holidays

34.1 The following days are observed as public holidays:

- (a) all proclaimed holidays observed throughout New South Wales
- (b) Picnic Day.

What is a day worker entitled to?

34.2 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?

34.3 Shift workers are:

- (a) paid for public holidays in accordance with clause 19, 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?

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

- (a) approved leave without pay not exceeding 20 consecutive days or equivalent hours of shifts
- (b) approved sick leave without pay.

Picnic Day

34.5 Picnic Day will be observed:

- (a) on the last Monday in November; or
- (b) on a working day to be determined mutually by local management and employees at each location.

34.6 The conditions for pay set out in subclauses 34.2, 34.3 and 34.4 apply to Picnic Day.

35. Parental Leave

35.1 The provisions of the *Industrial Relations Act* 1996 shall apply. Employees who are eligible for maternity leave under the *Industrial Relations Act* 1996 shall be entitled to receive up to nine weeks' paid leave (or eighteen weeks at half pay) at their ordinary weekly salary.

36. Miscellaneous

Union delegates

- 36.1 TransGrid recognises that union delegates have a right to be treated fairly and perform their role without any discrimination in employment.

Delegates are entitled to receive personal leave with pay for trade union leave. It is expected, however, that the leave would be kept to a minimum and that, on average, not more than five days leave per year would need to be taken to:

- (a) participate in presentation of a union case before an industrial tribunal, or
- (b) attend trade union training courses, or
- (c) attend annual or bi-annual union conferences, or
- (d) attend union executive/committee of management meetings.

Holding of meetings on TransGrid's premises

- 36.2 Permission to hold any meeting on any of TransGrid's premises must be requested by the union(s) concerned.

Such a request must be made to the local Manager and made:

- (a) 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:

- (a) the purpose of the meeting; and
- (b) the time and place of the meeting; and
- (c) the estimated duration of the meeting.

Should a request for such a meeting be approved, the mess room may be used within the time agreed upon by the Manager and the person making the request.

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

Unless approved, employees must not be paid for time lost attending such meetings.

- 36.3 The right of entry of a union officer conferred under Chapter 5, Part 7 of the *Industrial Relations Act* 1996 is not affected by the above provisions.

- 36.4 Employees who are required by legislation:

- (a) to be members of a professional body or registered authority; or
- (b) to pay other compulsory fees

in order to carry out the duties and functions of their positions will have such fees paid or reimbursed by TransGrid. The compulsory fees referred to in paragraph (b) of this subclause do not include those associated with basic trade or tertiary qualifications.

Skills Development Programs

36.5

- (a) Skills development is an integral part of the aims of all parties to this award. TransGrid will assist employees to develop their personal level of skills to enable them to choose agreed career paths within the organisation.
- (b) All Power Workers and Tradespersons will have an agreed Skills Development Program.
- (c) Each Power Worker and Tradesperson will be provided access to the training identified in their program where the training/skills are relevant to the business needs of TransGrid.
- (d) Power Workers and Tradespersons who are requested by TransGrid to utilise skills which are additional to their individual agreed Skills Development Programs are to be advanced to the salary point applicable to the duties. This does not include circumstances involving acting in a higher grade or carrying out duties associated with a special project.

Power Workers responsible for a work team

36.6 Power Workers who are required to be responsible for a work team are to be paid an additional salary point for the period they are responsible for that team.

This provision does not apply to Tradespersons (A/C).

Working Party

36.7 It is agreed to establish a Working Party to seek to formulate the following:

- (a) Salary progression, skills development and training for Trades, Non-trades staff and Apprentices.

The Working Party will be required to meet within the first two months after award ratification. The working party will then meet quarterly as a minimum and provide update reports on relevant issues to the Level 1 Consultative Committee.

Annual travel passes

36.8 Employees may request TransGrid to pre-purchase annual rail, bus or ferry passes for daily journeys to and from work.

If approved, TransGrid will pre-purchase annual travel passes on behalf of employees, who must agree to repay TransGrid, by weekly payroll deductions from their after-tax salary over one year, the cost of the travel pass.

Employees must agree to comply with the conditions for annual travel passes which are detailed in the relevant Grid Standard.

37. Anti-Discrimination

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

Further, the parties bound by this award also seek to ensure and achieve equal remuneration for men and women doing work of equal or comparable value.

- (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 operations, 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 this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.”

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

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(872)

SERIAL C1282

**BORAL AUSTRALIAN GYPSUM CAMELLIA CONSENT
ENTERPRISE (STATE) AWARD 2002**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2782 of 2002)

Before The Honourable Justice Kavanagh

22 May 2002

AWARD**PART A****1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Parties
3.	Application
4.	Aims and Commitment
5.	Anti Discrimination.
6.	Wages and Classifications
7.	Hours
8.	Shift Work Allowances
9.	Overtime
10.	A Change in Time
11.	Training - Efficiency - Productivity
12.	Holidays
13.	Saturday, Sunday or Holiday Work
14.	Meals
15.	Meal Allowance
16.	Protective Clothing
17.	Personal Carers Leave
18.	Annual Leave
19.	Sick Leave
20.	First Aid Allowance
21.	Payment of Wages
22.	Counselling and Disciplinary Procedure
23.	Introduction of Change
24.	Conditions of Employment
25.	Redundancy
26.	Bereavement Leave
27.	Jury Service
28.	Dispute Procedure (the Company and Employees)
29.	Grievance Procedure - (Individual Employees)
30.	Theft of Tools
31.	State Wage Case Decisions
32.	Union Notice Board
33.	No Precedent
34.	Shop Stewards
35.	Casuals
36.	Key Performance Indicators
37.	Area Incidence and Duration

PART B**MONETARY RATES**

Table 1 - Wages

Table 2 - Other Rates and Allowances

2. Parties

Boral Australian Gypsum Limited (the Company);

The Australian Liquor Hospitality and Miscellaneous Workers' Union of Australian, New South Wales Branch;

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

the Electrical Trades Union of Australia, New South Wales Branch.

(the Unions)

3. Application

- (a) This Award shall prevail over and operate to the exclusion of any other former award that may have application to the employees intended to be bound by this Award.
- (b) This Award rescinds and replaces the Boral Australian Gypsum Camellia Consent Enterprise (State) Award published 16 February 2001 and award review published 17 May 2002 (333 IG 872).
- (c) Negotiations for an Award to replace this Award will commence six months prior to the expiration of this Award.

4. Aims and Commitment

- (a) Aims of the Award

The aims of this Award are to:

- (1) Ensure the Camellia site not only meets but surpasses the quality and service levels of competitors.
- (2) Increase employee skill flexibility.
- (3) Enhance and improve the ability to train operators to an accepted standard.
- (4) Foster a culture of teamwork and cooperation by understanding each other and the environment in which each parties operate.

- (b) Commitment

The Unions, who are party to this award, give a commitment to promoting the implementation of Improved Work Efficiencies which are vital to the success of this Award. These are:

- (1) Work with minimal supervision.
- (2) Employees to use their initiative to respond to changes in a positive manner.
- (3) Employees to make the best use of time available.
- (4) Maximise each employee's contribution in a team environment.

5. Anti Discrimination

- (1) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and 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 this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.”

6. Wages and Classifications

- (a) Level Definition
 1. This is the entry level for employees who do not have the appropriate skills needed for classification at higher levels. Employees at this level perform routine duties and simple manual or mechanical tasks of satisfactory quality and work under close supervision. Classification at this level is limited to a period of 28 days. Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those currently performed by:

Trainee Operator
 2. Able to perform tasks at Level 1 if and when required. Cover tasks requiring the setting up, operating and routine maintenance of simple fixed and mobile machinery including quality control and keeping of records. It also covers manual tasks requiring responsibility for the quality of the finished work. Works under general supervision. Without limiting the definition,

examples of tasks at this level include, but are not necessarily restricted to, those currently performed by:

Stacker and Fabricator

Stacker and Loader

Yardman/Cleaner

Wax Room Operator

Unloader Operator

Knife Operator

Additive Attendant

Wall Hand

3. Able to perform tasks at level 1 and 2 if and when required. Covers tasks required to assist a tradesperson, the use of hand tools and mobile equipment. It also covers the filling out and handling of necessary paperwork. It also covers security for entrance and exit from the plant. Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those currently performed by:

Tradesperson Assistant

Engineer Storeperson

Trolley Driver

Gatekeeper

4. Able to perform tasks at level 1, 2 and 3 if and when required. Covers tasks requiring the setting up, operating, routine maintenance and quality control of fixed and mobile machinery of a more complex nature than included at levels 2 and 3, and the responsibility for operating such equipment. Works under limited supervision. Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those currently performed by:

Mixer Operator

Fork Lift Driver

Dryer Operator

Front End Loader Driver

5. A Production Operator with the following:

Fully competent in Levels 1, 2, 3 and 4.

Full working knowledge of all plant operations and equipment in own department (including Shift Testing)

Knowledge of at least one other position in another department

Accepts responsibility for own work area and does not have to be closely supervised to perform proper operation, housekeeping or safety procedures.

Supervises the work of lower level employees in conjunction with the Level 6 operator(s) and the STL.

Able to start up and shut down the plant competently.

Ensure adherence to safety procedures.

Basic computer skills - eg MK8, Excel

Communicates effectively with others to ensure all plant and process issues are known by the relevant people.

Utilize the QMS system including initiation of CAR's.

Demonstrates leadership through safety compliance, timekeeping and attendance and involvement in employee inductions.

Or

A Warehouse Operator with the following:

Be able to competently perform Levels 1,2,3, & 4.

Competently perform all warehouse activities including:

House Lot Make-Up,

Operate forklift,

Wrap and Strap,

Use of sweeper,

Wedging,

Load Planning,

Product Knowledge.

Ensure compliance to safety procedures.

Responsible for organising labour.

Computer Skills e.g. Stock Transfers Stock on Hand Purchasing Stock take data entry

Responsible for work area to perform proper operation, housekeeping and safety procedures without supervision.

Directs the work of lower level employees in conjunction with the Level 6 Operator and Warehouse Manager.

A Reclaim Operator with the following:

Be able to competently perform Levels 1,2,3, & 4.

Ensure all reject board and HFI is inspected and either reclaimed, cut for billets or disposed of in accordance with site safety and quality standards.

Supervise reclaim crew and ensure all personnel work within the bounds of the QA System.

Fill out necessary paperwork, ie Pink and Green Reclaim / Reject forms.

Accountable for timesheets in reclaim area.

Operate guillotine in a safe and productive manner.

Ensure housekeeping in the reclaim area is maintained at a high standard.

Assist production as required in areas such as receiving raw materials.

Manage site billet requirement.

6. This level is equivalent to the Tradesperson's level and requires a full trades certificate or its equivalent, including Tradespersons Rights Certificate. Tasks at this level cover installation, maintenance, correct functioning of all mechanical and associated equipment used in the operation and includes a machinist and fitter. Quality control includes that of all plant, machinery, equipment and product. Works under minimum supervision. Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those currently performed by:

Mechanical Tradesperson

Or

A Production Operator with the following:

Fully competent in Levels 1,2,3,4 and 5.

Full working knowledge of all plant operations and equipment in own department.

Working knowledge of plant operation in another department.

Accepts full responsibility for the plant in which the operator is working in the absence of a STL.

Assists in developing safety policy and procedures in conjunction with others.

Intermediate computer skills eg MK8, Timesheets etc.

Demonstrated leadership ability including dispute resolution.

Assisting in raw material and finished goods stocktakes.

Assists in developing training plans in conjunction with STL's.

Ensures process is run in the most effective and efficient manner possible.

Regularly communicates and feedbacks information to STL's and others on shift to enhance plant performance.

Assists in, and prepares for shift handover meetings.

Can initiate RFC's to make process changes.

Demonstrates leadership through safety compliance, timekeeping and attendance and involvement in employee inductions.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those currently performed by the Senior Operator.

A Calciner when operating the Plant whilst the Board Plant or Cornice Plant is unmanned will be paid for those shifts at Level 6 rates. In the event that more than one Calciner is on site, the higher rate will be paid to 1 (one) of the Calciners.

A Warehouse Operator with the following:

Be able to competently perform Levels 1, 2, 3, 4 & 5

Have full working knowledge of all Distribution operations and equipment.

Knowledge of all Order Office functions including the ability to back up staff when required.

Accepts full responsibility for the warehouse in the absence of the Warehouse Team Leader.

Assists in developing and ensures adherence to Safety Policy and Procedures in conjunction with others.

Intermediate computer skills e.g.

Sales Order Entry

Maintain Deliveries

Receipt goods

Time Sheets

Run stock take in conjunction with Order Office Staff.

Responsible for productivity levels.

Demonstrate leadership, decision making and dispute resolution skills.

- 7. Able to perform tasks at level 6 if and when required. Employees at this level require skills to fault find and diagnose problems of specialised equipment as well as:

Provide leadership in the use of personal protective equipment; timekeeping; safe work practices; apprentice training; support and direction of contractors working on the Camellia site.

Record all jobs by:

Generated work order

Work request

Breakdown

Capital works

Job feedback: All work carried out, parts used, time taken, additional help received and follow up work required is to be filled in on all work sheets.

Computer management Systems

Work orders are to be closed off or post entered into the MEX System is to be used for accessing history or spare parts.

Training to be provided where necessary.

Inductions: Involvement in the induction of Contractors.

A certificate or its equivalent for these specialities is a requirement for this level. Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those currently performed by:

Mechanical Tradesperson Special Class

8. Able to perform tasks at levels 6 and 7 if and when required. This level is equivalent to the electrical tradesperson's level and requires a full trades certificate or its equivalent. Tasks at this level cover installation, maintenance, and correct functioning of all electrical and associated equipment used in the operation as well as associated tasks and quality control including that of all plant, machinery, equipment and product. Works under minimum supervision. Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those currently performed by:

Electrical Tradesperson

9. Able to perform tasks at levels 7 and 8 if and when required. Employees at this level require skills to work with electronic equipment as well as the fault finding and repairing of such equipment. A certificate of specialised training is a requirement of this level. Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those currently performed by:

Electrician - Electronics and Instrumentation

- (b) An employee will only be classified and paid at a higher level of skill if the Company has a vacancy at that level in accordance with the requirements of the Company in limiting the number of employees in each skill level. However, once the employee has attained the necessary skills and has been accredited and re-classified to a higher level, the employee will be paid the rate for that classification regardless of the actual task carried out in that Plant.
- (c) Sub-Clause (a) above will not apply in the case where an employee is transferred to a lower skill level at his/her own request for whatever reason.
- (d) The rates specified in Table 1 -Wages, of Part B Monetary Rates, include allowances for dirty conditions associated with the work, Disability Allowance and Tool Allowance.
- (e) As agreed all Warehouse and Production Leading Hands rates and Foremen's rates are now included in the rates for the Levels. In the maintenance area, a foremen's rate will be retained in recognition of the supervisory requirements of the position when there are no staff on site.

Maintenance Foreman - 12 %

- (f) An Electrician required by the Company to utilise an Electrical Contractors Licence will be paid an amount per week as set out in Item 1 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates for all purposes of the Award in addition to the weekly rate. The annual costs of all licence renewals will be met by the Company.
- (g) The rates as set out in Table 1, Wages of Part B - Monetary Rates, will apply in recognition of further additional efficiencies and productivity improvements as provided for in Clause 11 of this Award
- (h) Apprenticeship rates of pay:

1st year - 42 per cent of appropriate classification

2nd year - 55 per cent of appropriate classification

3rd year - 75 per cent of appropriate classification

4th year - 88 per cent of appropriate classification

7. Hours

- (a) The weekly total of ordinary hours will average 38 per week.
- (b) These are to be worked by employees accumulating credit for one leisure day in each 20 day work cycle, (8 hours being worked on each of the first 19 days) and the leisure day being taken by an agreed roster which accords with the needs of the operation.
- (c) The Company may substitute the day(s) an employee is to be rostered off duty for other time in the case of a break-down in machinery or failure or shortage of electric power or to meet the requirements of the business. If this occurs the Company and the employee will agree on a substitute rostered day off.
- (d) With mutual agreement between the Company and employee, persons may substitute the days they are rostered off duty for other days.
- (e) Day Workers

The ordinary hours are to be worked Monday to Friday inclusive between the hours of 6.00am and 6.00pm or as otherwise mutually agreed.

Wash up time will be allowed prior to the end of each shift on a needs basis to a maximum of eight minutes. Wash up time must be spent washing up, and must not be taken as early completion of shift.

- (f) Shift Workers - General Provisions
 - (i) All shifts shall be worked by employees in rotation except where otherwise agreed between the Company and a majority of employees affected (eg, see Subclause (v)).
 - (ii) Except at the regular changeover of shifts, an employee shall not be required to work more than one shift in each twenty-four hours.
 - (iii) Unless by mutual agreement, forty-eight hours notice shall be given to an individual employee when required to change place on a shift roster or seven days notice to change from day work to shift work or vice versa, and in the absence of such notice, overtime rates shall be paid for the unexpired portion of such forty-eight hours.
 - (iv) The starting and finishing times and rosters which apply to all employees and the company shall not (unless by agreement of a majority of employees affected and the company) be changed without the giving of seven (7) days notice. The times agreed will be consistent across the Camellia site, with Cornice and Boardplant operating common shifts.
 - (v) Shift start times will be 6:00am, 2:00pm, and 10:00pm unless varied in accordance with clause 7 f (iv) above.
 - (vi) Where, in accordance with paragraph (i) of this sub-clause arrangements have been agreed by the Company and employee for the working of permanent shifts, the following penalties shall apply:

Permanent Afternoon Shift	17.5%
Permanent Night Shift	30%

These penalties are in substitution for and not cumulative upon any other penalty payable for the working of shift work.

(g) Non-Continuous Shift Workers

- (i) The ordinary working hours of the employees on a two-shift system shall not exceed an average of thirty-eight hours per week and shall be worked Monday to Friday inclusive.
- (ii) The ordinary working hours of employees on a three-shift system shall not exceed eight hours per day.
- (iii) Shift workers shall be paid for work performed on a Friday night-shift as defined, at a minimum of time and a half for the entire shift. Such extra rate shall be in substitution for and not cumulative upon the shift work allowance prescribed in Clause 8, Shift Work Allowance, and Sub-Clause (f) paragraph (vi) of this Clause.

(h) Continuous Shift Workers

- (i) Continuous work means any work carried on with consecutive shifts of employees through the twenty four hours of at least six consecutive days without interruption, except during breakdowns or meal breaks, or due to unavoidable causes beyond the control of the Company.
- (ii) The ordinary hours of such shift shall not exceed twelve on any day without the payment of overtime, subject to a maximum shift length of 16 hours including overtime. It is not the intention of this clause to allow for the rostering of shifts of longer than 12 hours. Employees may only be requested to work shifts of longer than 12 consecutive hours in an emergency. The company will use its best endeavours to minimise shifts longer than 12 hours duration.

Overtime hours not exceeding twelve on any day may be worked subject to:

proper health monitoring procedures being introduced;

suitable roster arrangement being made; and

proper supervision being provided.

(i) Handover on the Job

In order to ensure the continuous operation of equipment and machinery, it is agreed that the outgoing and incoming shift operators will communicate together on the status of the operation and will handover the equipment and machinery.

- (j) All employees will "sign on" to site by the use of the security swipe card reader located adjacent to the canteen. The report generated from this system will form the record for generation of employees' pays.

(k) Rostered Days Off

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time with appropriate notice. (i.e. Notice to be given at the commencement of the shift preceding the planned RDO)
- (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 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.

8. Shift Work Allowances

"Afternoon Shift" means any shift finishing after 6.00pm and at or before midnight.

"Night Shift" means any shift finishing subsequent to midnight and at or before 8.00am.

- (a) Non-Continuous Shift

Employees working shift work shall be paid the following shift work allowances as a loading on ordinary rates:

(i) Afternoon Shift	17.5%
(ii) Night Shift	20%

- (b) Rotating Shift

Where an arrangement is in place for the working of a twelve-hour shift system, these shifts shall be known as Day Shift and Night Shift. Changeover times for the shifts shall be by agreement between the Company and the majority of the employees affected.

The following shift allowances will apply to twelve-hour shifts:

(i) Day Shift	Nil
(ii) Night Shift	20%

9. Overtime

- (a) Employees shall work a reasonable amount of overtime when required.
- (b) All time worked before the normal rostered starting time or after the normal rostered finishing time shall be paid for at the rate of time and one half for the first hour and double time thereafter.
- (c) Each day shall stand alone and all overtime worked in a pay period shall be paid for not later than the following pay day.
- (d) Rest Period after overtime: When overtime work is worked it shall wherever reasonably practicable be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

An employee who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he has not had at least ten consecutive hours off duty between those time shall, subject to this Sub-Clause, be released after completion of such overtime until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

It is the employee's responsibility to have the required break but if on the instructions of the company such an employee resumes or continues work without having had such ten consecutive hours off duty he shall be paid at double rates until he is released from duty for such period and shall then be entitled to be absent until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

The provisions of this Sub-Clause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked.

(e) Crib Breaks

- (i) An employee working overtime shall be allowed a crib time of twenty minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such crib time.
- (ii) Where the period of overtime is more than two hours, an employee before starting overtime after working ordinary hours, shall be allowed a meal break of twenty minutes provided that the Company may vary this provision to meet the circumstances of the work in hand and provided further that the Company shall not be required to make payment in respect of any time allowed in excess of twenty minutes.

(f) Call Back

- (i) An employee recalled to work overtime after leaving the Company's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four (4) hours work. Where the employee has been paid for standing by in accordance with paragraph (ii) of this Sub-Clause, the employee shall be paid for a minimum of three (3) hours work at the overtime rate on each occasion the employee is recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three or four hours, as the case may be, if the job he was recalled to perform is completed within a shorter period. An employee may be requested to carry out more than one repair whilst he is in attendance of a call out without the direct identification of all repairs prior to arriving on site.

This Sub-Clause shall not apply in cases where it is customary for an employee to return to the Company's premises to perform a specific job outside ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

Overtime worked in the circumstances specified in this Sub-Clause shall not be regarded as overtime for the purpose of Sub-Clause (d) of this Clause when the actual time worked is less than three (3) hours on such recall or on each of such recalls.

An employee who is paid under this Clause shall not be entitled to receive any payment under Sub-Clause (ii) with respect to such time during which the employee has received payment under this Clause.

- (ii) Subject to any custom now prevailing under which an employee is required regularly to hold himself in readiness for a call back, an employee required to hold himself in readiness to work after ordinary hours shall, until released, be paid stand-by time at ordinary rates from the time from which the employee is so to hold himself/herself in readiness.
- (iii) When an employee is called back to work within the 10 hour break, a new 10 hours continuous break will be applied without penalty from the time the call out work is completed. If the employee is recalled after he has completed a continuous 10 hour break, his normal starting time will apply. An employee who attends a call out within 2 hours of the normal starting time will be expected to remain at work to continue his normal day.

10. A Change in Time

Employees working on a shift at the time of the introduction or deletion of a change in time will be paid for that shift as if there had been no change to the number of regular ordinary hours worked if a change in time had not occurred.

11. Training - Efficiency - Productivity

- (a) In order to continue increased efficiency, productivity and international competitiveness of industry, an ongoing commitment to training and skill development will be adhered to in order to:

- (i) further develop a more highly skilled and flexible workforce and so provide for continuous improvement of performance;
 - (ii) further provide employees with career opportunities through appropriate training to acquire additional skills; and
 - (iii) continue to remove barriers to the utilisation of skills acquired.
- (b) Key performance indicators will be monitored to allow measurement of the progress of the enterprise and where necessary corrective action taken.
- (c) Following proper consultation through the establishment of a training committee, or through the Consultative Committee, the Company will develop a training program consistent with the current and future skill needs of the enterprise. Employees will be expected to undertake training as required, in order to meet these needs.
- (i) The cost of approved training on the job, or off the job during ordinary working hours, will be borne by the Company and employees undertaking training will continue to be paid at their classification level of skill. Any overtime period required by the Company as part of this training will be paid at the rate set out in Clause 9 of this Award.
 - (ii) Where employees undertake approved prescribed courses outside working hours, the cost of standard fees, prescribed text books and travel costs in excess of those incurred to and from work, will be reimbursed by the Company on satisfactory completion of the course and after production of evidence of the expenditure.
 - (iii) Where an employee is required to hold either a Class 1A or 1B licence pursuant to the provisions of the *Security Industry Act 1997*, such employee shall have the cost of such licence reimbursed by the Company on completion of each twelve months' service on production by the employee of the original receipt issued by the New South Wales Police Department.
- (d) In order to assist the productivity of the enterprise restrictive provisions will be reviewed on an ongoing basis.
- (e) No employee will be required to undertake any task for which that employee has not been trained and is competent to perform.

12. Holidays

- (a) The following days shall be observed as holidays:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day, together with all other days proclaimed as public holidays for the State and the picnic day which shall be held on the first Monday in August each year.

As a means of ensuring customer requirements are met, the options available to employees for working on designated holidays (as specified above) are:

Paid time and one half for 8 hours only plus a day in lieu.

Paid double time and one half.

Day off work paid as ordinary time.

When Anzac Day falls on a Saturday or a Sunday such holiday shall be observed on the following Monday.

All holidays under this Award falling on the usual working day shall be counted as time worked and shall be paid for as such.

- (b) In the event of an employee's rostered day(s) off duty, pursuant to Clause 7 - Hours, falling on public holiday(s) the Company and the employee shall agree to alternative day(s) off duty in the week preceding or following the said week as a substitution. In the absence of agreement the substituted day shall be determined by the Company.
- (c) Where a holiday occurs on the rostered day off of a continuous shift worker, other than a rostered day given pursuant to the provisions of Clause 7 - Hours and:
 - (i) such employee is not required to work on that day, the Company shall pay such employee ordinary pay in respect of such day;
 - (ii) such employee is required to work on that day the Company shall pay such employee double time and one half for all time so worked (with a minimum payment of four hours).
- (d) Where the employment of a continuous shift worker has been terminated and such employee thereby becomes entitled under Section 4 of the *Annual Holidays Act 1944*, to payment in lieu of an annual holiday, with respect to the period of employment, the employee shall be entitled also to an additional payment for each day accrued under this Clause, at the appropriate ordinary rate of pay, if payment has not already been made in accordance with Sub-Clause (c) of this Clause.

13. Saturday, Sunday Or Holiday Work

- (a) Sunday or Holiday Work (non-Continuous Shift Worker): All time worked on Sundays shall be paid for at the rate of double time and on holidays shall be paid for at the rate of double time and one half, provided that time worked by a shift worker between the usual starting time of a shift and midnight on any Sunday or Holiday shall not be deemed to be time worked on a Sunday or a holiday.
- (b) Saturday and Sunday work during Ordinary Hours (Continuous Shift Workers) employees required to work their ordinary hours on a Saturday, Sunday or a holiday shall be paid for time so worked at the following rates:

Saturday work	time and one half
Sunday work	double time
Holiday work	double time and one half

- (c) The allowance prescribed in this Clause shall be in substitution for and not cumulative upon the shift work allowance prescribed in Clause 8 - Shift Work Allowances, and Clause 7 (f)(v) of this Agreement. For the purpose of this Clause the rates prescribed shall apply in respect of ordinary hours worked only; provided further that where the major portion of a shift is worked on a Sunday or a holiday, as the case may be, it shall be paid for as such.

14. Meals

- (a) Day workers will be allowed an unpaid meal break of not less than 30 minutes nor more than 1 hour no later than 5 hours after the commencement of work. Employees shall take breaks in relays when requested so as not to disrupt continuity of operation.
- (b) Except as provided in Sub-Clause (c), overtime rates shall be paid for all work done during meal times and thereafter until a meal break is allowed.
- (c) Subject to the provisions of Sub-Clause (a) an employee shall work during meal breaks at the ordinary rates prescribed in this Award whenever instructed to do so for the purpose of making good breakdowns of plant or upon routine maintenance of plant which can only be done while such plant is idle.

- (d) Any employee called upon to work during the ordinary meal break in case of emergency shall be allowed a meal break immediately a relief is available.
- (e) In the event of any employee being allowed a period of less than thirty minutes for the purpose of having a meal no deduction shall be made for time so spent by the employee in having a meal.
- (f) Shift workers shall be allowed for each shift a crib break of twenty minutes which shall be counted as time worked. If requested by the Company, employees will take their cribs in relays so as to avoid stoppage of work.
- (g) Any employee who works in excess of five (5) hours without provision of a meal break, shall be paid overtime rates until such break is available.

15. Meal Allowance

An employee required to work overtime in excess of one hour on any day shall be paid an amount as set out in Item 2 of Table 2 - Other Rates and Allowances for the first meal and if required to work four hours or more overtime shall be paid a further amount as set out in Item 2 for the subsequent meal and a further amount as set out in Item 2 for each additional four hours of overtime worked.

16. Protective Clothing

- (a) Where necessary employees will be supplied by the Company with respirators.
- (b) Employees required to work in wet conditions will be provided with suitable rainproof covering and gum boots.
- (c) The Company will supply each employee with two pairs of trousers and shirts or two pairs of overalls per annum, one jacket every 2 years or, in the case of maintenance employees when unserviceable, and safety footwear as required. In the case of new employees, the initial annual issue will be four pairs of trousers and shirts or four pairs of overalls.
- (d) Laundering of such clothing as may reasonably be required will be undertaken by the employee who will be paid the sum as set out in Item 3 of Table 2 - Other Rates and Allowances of Part B - Monetary Rates per week as a laundry allowance.
- (e) An employee will take all reasonable care of clothing supplied, and such clothing will remain the property of the Company and will be returned to the Company on termination of employment, and if not returned then the Company will be entitled to deduct from any monies due to the employee the replacement value of the clothing not returned after allowing for fair wear and tear. The employee will be liable for wilful damage to or loss of such clothing.
- (f) If the employee wilfully damages or fails to return such clothing supplied, the Company may recover from the employee concerned the value of such clothing so damaged or not so returned at a reasonable price allowing for fair wear and tear, or may deduct such price from any monies payable to such employee.
- (g) Protective clothing supplied pursuant to this Clause will remain the property of the Company.

17. Personal Carers Leave

- (1) Use of Sick Leave
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in Clause 19, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de factor partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 1. "relative" means a person related by blood, marriage or affinity;
 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (2) Unpaid Leave for Family Purpose
- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.
- (3) Annual Leave
- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act* 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

- (4) Time Off in Lieu of Payment for Overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
 - (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
 - (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (5) Make-Up Time
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (6) Rostered Days Off
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
 - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
 - (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

18. Annual Leave

- (a) Employees will be entitled to holidays in accordance with the *Annual Holidays Act 1944*. The period of leave shall be inclusive of rostered time.
- (b) Payment for the period of annual leave taken by employees shall be at the ordinary weekly rate plus 22.5%.
- (c) Where the employment of an employee is terminated and thereby becomes entitled to payment in lieu of an annual holiday, the employee shall be entitled to payment on a pro-rata basis to that prescribed in Sub-Clause (b).
- (d) Continuous Shift Workers

In addition to the annual holiday prescribed in Sub-Clause (a) of this Clause, a continuous shift worker shall be entitled to a choice of the following in recognition of the working of continuous shifts:

- (i) Five periods of 8 hours per day (coinciding each day with normal ordinary hours of shifts) of time off, taken consecutively or otherwise at a mutually agreeable time or in conjunction with the taking of annual leave.
 - (ii) Acceptance of thirty eight hours pay.
 - (iii) Payment for each hour in accordance with (i) and (ii) above will be made at one thirty eighth of the weekly rate plus 22.5%.
 - (iv) Payment in accordance with (i) and (ii) above will be made in the first pay period in December each year.
 - (v) Employees who have an entitlement under this Sub-Clause who have less than one year's continuous service will receive that entitlement on a pro-rata basis.
- (e) Annual leave will be taken into consideration when calculating service in relation to determining rostered time off entitlements.

19. Sick Leave

- (a) An employee with not less than three month's continuous service who does not attend for duty by reason of personal ill-health or accident will be allowed payment at the ordinary rates applying to their particular classification level as set out in Clause 6, for the actual time of such non-attendance.
- (b) Employees are expected to notify their Team Leader / Senior Operator of an intended absence prior to commencement of normal rostered shift and shall do so where practicable.
- (c) An employee, if required, shall provide evidence, satisfactory to the Company, of inability to attend work.
- (d) Employees shall be entitled to payment for up to eighty (80) hours per year (on the basis of 8 hours for each day a shift worker would have been on shift or, in the case of day workers, either on shift or during a public holiday).
- (e) Sick leave allowable under this Clause may accumulate, subject to continuous employment, from year to year and may be claimed upon as the occasion warrants.
- (f) Where an employee is ill or incapacitated, within the meaning of this Clause, on rostered days off or at other times when off duty other than for authorised absences, that employee shall not be entitled to sick pay for those occasions.

20. First Aid Allowance

- (a) Where an employee is appointed by the Company to perform first aid duty, then such employee shall be paid an amount per hour as set out in Item 4 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates in addition to the ordinary rate of pay.

21. Payment of Wages

- (a) All wages, overtime and allowances shall be paid by way of Electronic Funds Transfer with an annual payment as set out in Item 5 of table 2 - Other rates and Allowances of Part B, Monetary Rates to compensate for Government and bank charges. Such money to be payable in the first full pay period on or after the first day of July each year.

The meal allowance will also be paid by Electronic Funds Transfer each week separately to other payments if required and where possible.

Where a separate account is used for meal allowance payments, an annual payment as set by Item 5 in Table 2 will apply. An initial payment of \$70 will be made to assist in transition to the EFT system.

- (b) All wages and overtime shall be paid weekly on Wednesday and shall be made up to and including the preceding Sunday.
- (c) **Waiting Time**
- (i) If an employee does not receive any payment of the wages that he is entitled to by 5:00 pm on Pay day and the payment is not received because of an error or fault of the company and provided that the Company is notified immediately in writing, then the Company will pay the employee waiting time at the rate of \$150 for each full calendar day which elapses until the error is corrected. Waiting time will accrue from 5:00 pm on Pay Day or from when the company is notified of the error whichever is the latter.
- (ii) If the employee only receives part of the payment of the wages that he or she is entitled to receive by 5:00 pm on Pay Day and the payment is not received because of an error or fault of the Company and provided that the Company is notified immediately, then,
- (a) If the error is for more than \$100 Gross, the company has one (1) working day (24 hours) from 5:00 pm on Pay Day to remedy the fault by paying the employee the amount owing to the employee otherwise waiting time will commence to accrue from 5:00 pm on the next working day after pay day or 24 hours from when the company has been notified, whichever is the latter, until the error in wages is paid by the company.
- (b) If the error is for less than \$100 gross the company will remedy the problem as soon as practical and no waiting time is payable.
- (iii) For the purpose of this clause:
- (a) An error of the company will not include an error made by the Bank, Financial or the EFT network;
- (b) Pay Day is the day upon which the company is required to pay the employees their wages in accordance with the Award (currently Wednesday)
- (c) Notification means that the affected employee must notify his supervisor or one manager up of the discrepancy as soon as possible on the Pay Day so that rectification can proceed. The Company is deemed to be notified only when one Team Leader or the Manager has been told of the problem by the affected employee, and the appropriate notification form has been signed and dated by the employee and manager.
- (d) Wages means normal time earnings, overtime earnings and allowances.
- (d) **Higher duties**
- An employee engaged for 4 or more hours on duties carrying a higher rate than his or her present classification, shall be paid the higher rate for time worked at the higher level; if less than 4 hours, he or she shall be paid at the rate for their present classification

22. Counselling and Disciplinary Procedure

- (a) Supervisors and Managers will counsel employees in regard to minor instances of unacceptable behaviour rather than allow them to go unchecked until disciplinary action is needed.
- (b) When disciplinary action is needed, the following procedure will be used:
- (i) As soon as a Supervisor becomes aware of a situation or circumstance possibly requiring disciplinary action, the Supervisor will notify the immediate superior who will ensure that the Site Manager is promptly advised.

- (ii) The Site Manager will have the matter investigated as soon as practicable after receiving the advice.
- (iii) Should the Site Manager decide that disciplinary action is required then the employee will be interviewed in the presence of the Union Delegate or a representative requested by the employee.
- (iv) The Site Manager will make the employee fully aware of the reasons when disciplinary action is proposed and will give the employee an opportunity to explain the behaviour.
- (v) If the Site Manager decides to take disciplinary action then the employee will be given a first warning in writing in the presence of the Union Delegate or the employee’s representative. A copy of the warning will be placed on the employee’s file.
- (vi) If further disciplinary action in respect to the same employee is taken by the Site Manager then a second and final warning will be given in writing in the presence of the Union Delegate or his/her representative and a copy placed on the employee’s file.
- (vii) If further disciplinary action is needed in respect to the same employee then the employee may be formally terminated in the presence of the Union Delegate or the employee’s representative.
- (viii) Written warnings held on employees’ files will lapse and may not be used for further disciplinary action after a period of twelve (12) months.
- (ix) If the Site Manager decides that serious misconduct has occurred then a Union Organiser will be advised by telephone and given the opportunity to attend when disciplinary action is being advised to the employee. Such action may exclude the above procedure and include immediate suspension for a period of 24 hours to allow the Union Organiser time to review. However, the Company will in no way be prejudiced in any subsequent proceedings before the Commission as a result of having suspended rather than immediately summarily dismissing as provided in Clause 24 of this Award.

23. Introduction of Change

- (a) If the Company should make a definite decision to introduce major changes in production, program, organisation, structure, manning reductions, or technology which are likely to have a significant effect on employees, then the matter will be brought to the attention of the Union/s together with all relevant information. All employees will be consulted on the changes.
- (b) Where roster requirements are required to increase production capacity to meet market changes, the Company will consult with the employees and the union on these changes.
- (c) Discussions will take place between the Union/s and the Management with a view to mitigating the effects of the changes on employees and to enable consideration of matters raised by employees.
- (d) During the currency of this Agreement, should major changes in work practices/rosters provide substantial benefits, then consideration will be given to the conditions surrounding the change.

24. Conditions of Employment

- (a) In order to terminate the employment of an employee the employer must give to the employee the following notice:

Employees Period of Continuous Service with the Employer	
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) In addition to the notice in (a), employees over 45 years of age at the time of giving of the notice with not less than 2 years service are entitled to an additional weeks notice.
- (c) Payment in lieu of the notice prescribed in (a) and (b) must be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice and specified and part payment in lieu thereof.
- (d) The notice of termination required to be given by an employee shall be one week. If an employee fails to give notice, the employer has the right to withhold moneys due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice less than one week not given.
- (e) Provided that the employer may dismiss any employee at any time for misconduct or wilful disobedience and shall be liable to payment up to the time of dismissal only.
- (f) On the termination of the employment, the Company shall, at the request of the employee, give the employee a statement signed by the Company, stating the class of work on which the employee was employed, the period of employment and when the employment was terminated.
- (g) Notwithstanding anything contained in this Agreement the Company may deduct payment for any day or portion thereof upon which the employee cannot be usefully employed because of the shortage of or failure in supplies of materials, including fuel and power, for which the Company cannot reasonably be held responsible but such employee shall, in each case, be entitled to terminate employment by giving one day's notice.

Any such stand-down shall not affect an employee's continuity of service.

- (h) A new employee will serve a probationary period of twenty-eight days, during such period being subject to termination of employment by a day's notice given either by the Company or the employee. An employee classified at level 1 of Clause 6 will normally be terminated if the employee has not progressed to at least level 2.
- (i) Notwithstanding the provisions of sub-clauses (a) and (d) of this Clause and Clause 25 Redundancy, where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects such as the composition, operation or size of the employer's workforce, termination of employment of employees, restructuring and/or retraining and/or transfer of jobs, the Company shall give the affected employees and the relevant Union to which they belong three months notice of such change.
- (j) In the case of termination of employment of an employee, in addition to the entitlement due and payable under the *Annual Holidays Act 1944* and *Long Service Leave Act 1955* such employee shall be entitled to payment for that period of rostered time off to which he has become entitled. For the purpose of calculation this Sub-Clause shall refer to that period of leave which the employee would have become entitled to under the relevant Act at the date of termination had employment not terminated.
- (k)
 - (i) 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.
 - (ii) The Company may direct an employee to carry out duties and use such Company tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
 - (iii) Any direction issued by the Company pursuant to paragraphs (i) and (ii) shall be consistent with the Company's responsibility to provide a safe and healthy working environment.
- (l) Transfers

All site employees will be given the opportunity to apply for any vacant positions on the Camellia manufacturing site covered by this award, and will be considered on their merit alongside external candidates.

25. Redundancy

The following redundancy provisions shall continue to operate from 15 December 1999 and to apply for the life of this Award.

When an employee becomes redundant for any reason, the following scale of payments will be made and the following procedure will be adhered to:

- (i) Four (4) weeks pay in lieu of notice.
- (ii) Three (3) weeks' pay per year of service to a maximum of sixty (60) weeks. Pro-rata for incomplete years. Payments are based on average wages but will not include overtime provisions.
- (iii) Time off for job interviews will be given to employees, such time to be pre-arranged with the Company and at the discretion of the Company. The Company will not unreasonably withhold permission for time off but should a dispute occur, then the matter will be discussed between the Company and a representative of the employee.
- (iv) Financial advice will be made available from an external consultant, the acceptance of advice being the responsibility of the employee, with the Company being indemnified against any malpractice of the consultant or monetary losses of investment as a result of poor or improper advice or practice provided to the employee by the consultant.
- (v) The Company will arrange for Centrelink (or other job placement provider agreed to between the Unions and the company) personnel to visit the site to interview those personnel affected. In the event such personnel are unable to attend the site, affected employees will be given the appropriate time off without loss of pay to attend such interview.
- (vi) Long Service Leave payments will be made to redundant employees on a pro rata basis applicable from the date the employee first commenced employment with the Company.
- (vii) Four (4) weeks notice by the Company of intended redundancies.
- (viii) All things being equal, those employees who are made redundant by the Company involuntarily, will be given preference of employment for any positions which may become available for a period of two (2) years with the proviso that they must be suitably qualified and competent to carry out the work. Such employees will provide current addresses and telephone details to the Company during such period.

26. Bereavement Leave

- (a) An employee other than a casual employee shall be entitled to up to 3 days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in (iii) below.
- (b) 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.
- (c) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in sub-clause 17 (1) (c), provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (d) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.

- (e) Bereavement leave may be taken in conjunction with leave available under subclauses (2), (3), (4), (5) and (6) of Clause 17. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (f) Depending on individual circumstances and with prior approval of the employer, the period of bereavement leave may be extended."

27. Jury Service

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

28. Disputes Procedure (the Company and Employees)

The following procedure will be followed in connection with questions, disputes or difficulties concerning the interpretation, application or operation of this Award:

- (a) The employees concerned will discuss the matter with the immediate supervisor or, in the absence of the supervisor, the next available manager.
- (b) If the matter is not resolved within 3 days it will be brought to the attention of the Works Manager (or the manager's designate) who will discuss the matter further in an attempt to answer the question(s) to the satisfaction of the employees concerned.
- (c) If the matter is not resolved within a further 4 days it will be brought to the attention of the General Manager (or the manager's designate) who will discuss the matter further in an attempt to answer the question(s) to the satisfaction of the employees concerned.

If the matter has not been resolved at the conclusion of the discussions within a further 7 days the General Manager (or the manager's designate) who will provide a response in writing to the matter raised, including reasons for not implementing any proposed remedy.

- (d) If the matter remains unresolved it will be referred to the Industrial Relations Commission for decision.
- (e) The employees may be represented by the Unions (parties to this Agreement) at each stage of the procedure.
- (f) While the above procedures are being followed all work will continue normally. If there is a bona fide risk to the safety of employees they will be moved to another part of the Plant where there is no risk.
- (g) All employees and parties to this Award are to be made familiar with this disputes procedure and are to give an undertaking to observe it.

29. Grievance Procedure (Individual Employees)

The following procedure will be followed in respect to an individual employee for the settlement of any grievance which may arise over the Company's action that disadvantages any such employee and that relates:

- (i) to a question, dispute or difficulty concerning the interpretation, application or operation of this Award; or
- (ii) to alleged discrimination in employment within the meaning of the *Anti-Discrimination Act 1977*.
 - (a) The employee will notify (in writing or otherwise) the immediate supervisor (or, in the absence of the supervisor, the next available manager) the substance of the grievance, request a meeting

with the supervisor (or a forementioned manager) for bilateral discussions, and state the remedy sought.

- (b) If the grievance is not settled within 3 days it will be brought to the attention of the Works Manager (or the manager's designate) who will hold further bilateral discussions in an attempt to settle it.
- (c) If the grievance is not settled within a further 4 days it will be brought to the attention of the General Manager (or that manager's designate) who will hold further bilateral discussions in an attempt to settle it.

If the matter has not been resolved at the conclusion of the discussions within a further 7 days the General Manager (or the manager's designate) will provide a response in writing to the matter raised, including reasons for not implementing any proposed remedy.

- (d) If the grievance is not settled the employee concerned may seek leave from the Industrial Relations Commission to have the matter resolved in the Commission.
- (e) The employee may be represented by the appropriate Union (party to this Agreement).
- (f) While the above procedures are being followed all work will continue normally. If there is a bona fide risk to the safety of the employee, that employee will be moved to another part of the Plant where there is no risk.
- (g) All employees and parties to this Award are to be made familiar with this grievance procedure and are to give an undertaking to observe it.

30. Theft of Tools

- (a) An employee who is a tradesperson and who supplied his/her own tools shall be reimbursed up to an amount as set out in Item 6 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates if those tools are stolen from the Company's premises provided that the employee has exercised due care in securing those tools.

31. State Wage Case Decisions

- (a) The rates of pay in Table 1 of this Award shall be varied in accordance with any determination of the Industrial Relations Commission of NSW made in any State Wage Case Decision to the extent that any such determination applies to this Award.

32. Union Notice Board

A Union delegate may place on the notice board any notice on Union business signed (or countersigned) by the delegate.

33. No Precedent

This consent Award has been negotiated between the parties to meet the unique and specific circumstances of the Company's Camellia operations. It has no application beyond that operation and is recognised by the parties as being of no precedent value in any proceedings other than those relating to the Camellia operations.

34. Shop Stewards

- (a) An employee appointed shop steward in the shop or department in which the steward is employed shall, upon notification thereof to the Company, be recognised as the accredited representative of the Union to which the steward belongs. An accredited shop steward shall be allowed the necessary time during working hours to interview the appropriate manager of the Company, or the manager's representative, on matters affecting employees whom the steward represents.

- (b) Subject to the prior approval of the Company an accredited shop steward shall be allowed, at a place designated by the Company, a reasonable period of time during working hours, to interview a duly accredited Union official of the Union to which the steward belongs, on legitimate Union business.

35. Casuals

The Company will employ casuals on a needs basis in the Enterprise.

It is not the Company's intention to replace long term permanent employees with casuals however it is recognised that short term peak (less than 4 months) requirements, replacement of labour on lengthy absence, etc. necessitate the need for casual employees.

In general, the Company will not:

- Employ a specific person in a casual situation for longer than 4 months.

- Employ more than 10% of the workforce in casual positions

Requests for periods greater than 4 months will be evaluated through consultation

And will discuss and agree general policy issues regarding casuals in the Consultative Committee.

Casual labour employed at the Enterprise will be paid at the rates as set out in part B, Monetary rates in addition to the standard industry premium for non permanent employees.

36. Key Performance Indicators

Boral Plasterboard Camellia must lift its performance relative to our other Australian plants and Competitors in order to deliver employment security and ongoing sustainability of the Camellia business. Internal and external benchmarking will be used as an indicator of desired improvements. Additionally, this will be supplemented by any external measures that are found to be appropriate such as the TRACC program.

Processes have been put in place to drive our performance toward Best Practice. Ongoing investigations will be used to identify further improvement processes capable of assisting in the delivery of the desired improvements. Delivery of this improvement will be quantified through the use of KPI's to support delivered performance improvement.

In return for delivered sustainable improvement, a performance bonus will be paid at the 12th and 24th month of this agreement dependent on delivery of the KPI's agreed to by the parties.

37. Area Incidence and Duration

The Award rescinds and replaces the Boral Australian Gypsum (Camellia) Consent Enterprise (State) Award, published 16 February 2001 and award review published 17 May 2002 (333 I.G. 872) and all variations thereof.

It shall apply to all classes of persons provided herein within the jurisdiction of the Plaster of Paris Conciliation Committee and shall include metal and electrical trades-persons.

The Award shall take effect from 28 February 2002 and shall remain in force until 1 March 2004.

PART B

MONETARY RATES

Table 1 - Wage Rates

Level	Effective FFPP 01/03/2002 (3.5%) \$	Effective FFPP 01/03/2003 (3.0%) + potential 0.5% pro-rata on KPI attainment \$ (RATE)	Effective FFPP 01/12/2003 (1.0%) \$
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Level 1	601.61	619.66 + KPI	(RATE*) + 1%
Level 2	633.19	652.19 + KPI	(RATE*) + 1%
Level 3	646.04	665.42 + KPI	(RATE*) + 1%
Level 4	690.46	711.17 + KPI	(RATE*) + 1%
Level 5	744.27	766.60 + KPI	(RATE*) + 1%
Level 6	801.50	825.55 + KPI	(RATE*) + 1%
Level 7	826.42	851.21 + KPI	(RATE*) + 1%
Level 8	854.24	879.87 + KPI	(RATE*) + 1%
Level 9	937.42	965.54 + KPI	(RATE*) + 1%

Additionally, a bonus payment will be paid on attainment of KPI's as follows:

01/03/2003 - Potential 0.5% of gross earnings in the period 01/03/2002 to 28/02/2003 pro-rata on attainment of KPI's.

01/03/2004 - Potential 1.0% of gross earnings in the period 01/03/2003 to 29/02/2004 pro-rata on attainment of KPI's.

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount Eff. 01/03/02 \$	Amount Eff. 01/03/03 \$ (RATE*)	Amount Eff. 01/12/03 \$
1	6(f)	Electrician utilising an Electrical Contractor's Licence	66.24 per week	68.23 + KPI	(RATE*) + 1%
2	15	Meal allowance	7.00	7.20 + KPI	(RATE*) + 1%
3	16(d)	Laundry allowance	5.38 per week	5.54 + KPI	(RATE*) + 1%
4	20	First-aid allowance per hour	0.44 per hour	0.45 + KPI	(RATE*) + 1%
5	21	Annual payment compensating for government bank charges	32.00 per annum	33.00 per annum + KPI	(RATE*) + 1%
6	30	Stolen tools reimbursement	Up to 407.00	Up to 419.00 + KPI	(RATE*) + 1%

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

(1267)

SERIAL C1356

**TAB CLERICAL AND ADMINISTRATIVE STAFF PHONETAB
OPERATORS AWARD 2002**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by TAB Limited.

(No. IRC 3536 of 2002)

Before The Honourable Justice Glynn

27 June 2002

AWARD

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Appendix A

Plus Shift (+) Listing
Operators Retaining Rostering Arrangements From Granville
Opening 1987

1. The Award

This Award shall be known as the TAB Clerical and Administrative Staff PhoneTAB Operators Award 2002. It rescinds and replaces TAB Clerical and Administrative Staff PhoneTAB Operators Award 2000 published 25 May 2001 (324 I.G. 1235) as varied. The Award applies to all staff employed by TAB Limited as PhoneTAB Operators.

2. The Parties

This Award has been made between TAB Limited and the Federated Clerks' Union of Australia, New South Wales Branch.

3. Definitions

For the purposes of this Award:

- (i) "category" shall mean the classification by which a PhoneTAB Operator is allocated available shifts.
- (ii) "crib" shall mean the payment received by an Operator if they are required to work through a designated meal break.
- (iii) "Customer Service Operator designation" shall mean that this Operator is required to perform duties associated with the special needs of PhoneTAB customers. These Operators are specially trained and are identified for rostering purposes by a "CS" designation.
- (iv) "SPC " designation shall mean that this Operator may be required to work shifts in the SPC section.
- (v) "Buddy" shift shall mean an Operator required to assist new trainee PhoneTAB Operators.
- (vi) "SportsTAB Operator" shall mean an Operator who may be required to take bets on fixed odds betting.
- (vii) "extended shift" shall mean a shift that is longer than 5 hours 30 minutes.
- (viii) "meal break" shall mean the length of time during a shift designated as a non-work period. The break will last 30 minutes and the Operator will not be paid for this period.
- (ix) "midweek" shifts shall mean those shifts that are available for distribution Monday through Friday, except those days that are designated Public Holidays.

- (x) "Operator leave" levels shall mean the total number of operators who can notify their unavailability for a roster. Ceiling numbers are established in response to operational demands and are updated on a weekly basis. Once ceiling levels are reached, further requests for leave may not be approved.
- (xi) "PhoneTAB Operator" shall mean an individual employed by TAB Limited on a casual basis to answer customer calls in PhoneTAB.
- (xii) "plus" shall mean only those existing PhoneTAB Operators who have received the "plus" designation as part of a superseded agreement (their names and employee numbers are attached as Appendix A). The "plus" designation will not be extended to any other PhoneTAB Operators.
- (xiii) If any of the existing holders of a "plus" designation change category, they will forfeit their "plus" designation.
- (xiv) "Public Holiday" shall mean any day gazetted as a Public Holiday within NSW.
- (xv) "roster cycle" shall mean the rotation of available shifts amongst available operators commencing from the operating date of this Award.
- (xvi) "roster" shall mean the weekly distribution of available shifts made to available PhoneTAB Operators.
- (xvii) "shift availability" shall mean the total number of shifts available for distribution during a roster period. The number of shifts available each roster period will vary in response to operational demands.
- (xviii) "shift length" shall mean the time worked as a continuous period in one 24 hour span. The minimum shift length for PhoneTAB is 4 hours. In the event of emergency call, staff can be offered the opportunity to work a three-hour shift, where a four-hour shift would not be feasible. In addition where other type of work is offered other than PhoneTAB, a three-hour shift may also be offered.
- (xix) "Emergency Call" shall mean a same day call out offer to an Operator to work a shift after it has been determined that the customer demand has exceeded the number of staff rostered.
- (xx) "Long Shift" shall mean a period of time worked where the first and second part of the shift are separated by not more than one hours unpaid break.
- (xxi) "shift" shall mean the period of work a PhoneTAB Operator is allocated daily.
- (xxii) "Sunday" shall mean any Sunday that the TAB may operate.
- (xxiii) "target shifts" shall mean the number of shifts per week an Operator in a designated category would prefer to work. Thus an Operator in the 4FA category has indicated a preference for 4 shifts per week, while a 2N Operator has indicated a preference to work 2 shifts per week.
- (xxiv) "Union" shall mean the Federated Clerks' Union of Australia New South Wales Branch.
- (xxv) "waiting list" shall mean a record detailing the names and employee numbers of those PhoneTAB Operators who are seeking to enter the category for which the waiting list has been established. Operator details are placed on the list in order of waiting list opening date combined with each individual's date of commencement as a PhoneTAB Operator. Waiting lists need not be maintained for all categories. Waiting lists remain closed until operational demands indicate a need to change Category and/or waiting list numbers.
- (xxvi) "APS, SABS and EFBS period" shall mean two 14 week periods and two 12 week periods (ie. 14, 12, 14, 12).

4. Hours

- (i) PhoneTAB Operators shall be available to be rostered for shifts commencing at or after 7.30 am and at or before 7.15 pm daily. In respect of shifts finishing after midnight shift commencement can be up to 9pm.
- (ii) Shift Lengths
 - (a) Minimum shift length will be four (4) hours with a rest break of no more than 15 minutes allocated between the second and third hours.
 - (b) Maximum shift length shall be seven and one half (7.5) hours.
- (iii) The maximum number of ordinary hours per week shall not exceed thirty eight (38) hours.

5. Meal Breaks

An Operator who is required to work a shift in excess of five and a half (5.5) hours shall be eligible to a maximum break of thirty (30) minutes for the purposes of taking a meal. In the event that such a break cannot be taken, the Operator shall be eligible for payment of the thirty (30) minutes at the appropriate hourly rate.

6. Wage Rates

- (i) The wage rates in this Award shall reflect a 3% increase with effect from the first full pay period to commence on or after 1st July 2002 and a further 3% increase with effect from the first full pay period on or after the 1st July 2003.
- (ii) The following hourly rates shall apply from the first full pay period to commence on or after 1st July 2002:

PhoneTAB Operators:	Adult	19 & 20 yrs (75%)	18 yrs & under (60%)
For all time worked other than Sundays and Public Holidays (ordinary time rate)	\$19.24	\$14.43	\$11.54
Time worked on Sundays and Public Holidays	\$38.48	\$28.86	\$23.08
Time worked after Midnight A loading of 35% per hour to be paid for all time worked after midnight; The loading will be paid in lieu of the Saturday loading for all time worked after midnight on Fridays; Work performed after midnight on Sundays (ie Monday morning will attract the loading of 35% of the normal rate. The 35% loading will not apply on Sundays or Public Holidays regardless of the time of day as the current rate of double time applies.			
Special PhoneTAB Saturday Allowance: \$1.86 per hour			
SPC, CS, Buddy Trainer Operators, and Sportsbetting Allowance: \$0.90c per hour. (CS only applies to work performed on a casual basis).			
Relief Team Leader Additional Rate: \$2.42 per hour			
Trainee Operators: (80% of operator's rate)	Adult	19 & 20 yrs	18 yrs & under
For all time worked other than Sundays and Public Holidays (ordinary time rate)	\$15.38	\$11.54	\$9.23
Time worked on Sundays and Public Holidays	\$30.76	\$23.08	\$18.46

- (iii) The following hourly rates shall apply from the first full pay period to commence on or after 1 July 2003:

PhoneTAB Operators:	Adult	19 & 20 yrs (75%)	18 yrs & under (60%)
For all time worked other than Sundays and Public Holidays (ordinary time rate)	\$19.81	\$14.86	\$11.88

Time worked on Sundays and Public Holidays	\$39.62	\$29.72	\$23.76
Time worked after Midnight; A loading of 35% per hour to be paid for all time worked after midnight; The loading will be paid in lieu of the Saturday loading for all time worked after midnight on Fridays; Work performed after midnight on Sundays (ie Monday morning will attract the loading of 35% of the normal rate. The 35% loading will not apply on Sundays or Public Holidays regardless of the time of day as the current rate of double time applies.			
Special PhoneTAB Saturday Allowance: \$1.91 per hour			
SPC, CS, Buddy Trainer Operators and Sportsbetting Allowance: \$0.92c per hour. (CS only applies to work performed on a casual basis).			
Relief Team Leader/Resourcing Co-ordinator Additional Rate: \$2.49 per hour			
Trainee Operators: (80% of operator's rate)	Adult	19 & 20 yrs	18 yrs & under
For all time worked other than Sundays and Public Holidays (ordinary time rate)	\$15.84	\$11.88	\$9.50
Time worked on Sundays and Public Holidays	\$31.68	\$23.76	\$19.00

- (iv) The wage rates in this clause include loadings to reflect the casual nature of employment, and include the 1/12 loading for annual leave entitlement.
- (v) The parties agree to maintain the:

Attendance Productivity Scheme (APS) (see Clause 13). The APS percentage shall be four percent (4%).

Saturday Attendance Scheme (SABS) (see Clause 15). The SABS percentage shall be one percent (1%).

Error Free Bonus Scheme (EFBS) (see Clause 16). The EFBS percentage shall be one percent (1%).

- (vi) During the term of this Award there shall be no other increases to wages except those provided for under Clause 25 of this Award.
- (vii) The rates of pay contained in this clause take effect on and from 1st July 2002. Employees covered by this Award will be paid the rate of pay in accordance with this clause on and from 1st July 2002 or the date of employment whichever is the later.

7. Categories

The number of Operators required will vary in response to operational demands.

- (i) All PhoneTAB Operators shall be categorised on the basis of a number of total target shifts preferred to be worked per week.
- (ii) Any Granville Operator designated as being in the pre-award categories (see Appendix A) shall retain the conditions applicable to that designation. No additional Operators will be included in the designated pre-Award categories and the arrangements will continue only for each designated Operator's current period of employment. If any Operator wishes to change category, they will forfeit the conditions associated with their pre-Award designation.
- (iii) The Granville Categories shall be:

4A:	Anytime (Saturday plus three (3) shifts per week, available day and night)
3A:	Anytime (Saturday plus two (2) shifts per week, available day and night)
4D:	Saturday plus three (3) shifts per week (latest start time 1725 midweek)
3D:	Saturday plus two (2) shifts per week (latest start time 1725 midweek)
3N:	Saturday plus two (2) midweek nights commencing from 1730

2N:	Saturday plus one (1) midweek night commencing from 1730
SATS:	Saturday (1 shift per week on Saturday. Sunday shifts allocated on rotation as per Clause 11.
SOMC	Saturday only/Melbourne Cup (1 shift per week on Saturday only and must be available for Melbourne Cup). Sunday Shifts allocated as per Clause 11.

- (v) All Operators, except those in the SATS category at the time of making this Award, must make themselves available for rostering on Melbourne Cup day/night. All efforts will be made to roster Operators in accordance with their normal availability (day or night). Those Operators who reduce their availability to Saturday will be placed in the SOMC category.

When an SOMC Operator moves to another category, the requirement to be available for Melbourne Cup rostering also remains. SATS category Operators not affected by the Melbourne Cup requirement outlined above must indicate their availability for rostering on Melbourne Cup day/night within 14 days of being requested to do so by Management.

- (vi) PhoneTAB Operators who commence as SOMC Operators must make themselves available on Melbourne Cup Day/Night, regardless of which category or category waiting list they may subsequently join.
- (vii) Waiting lists will be opened from time to time in response to operational needs. While a waiting list is open, all PhoneTAB Operators, will be able to apply for the open waiting list of their choice. Operators shall be limited to applying for one (1) waiting list only at any one time.
- (viii) All PhoneTAB Operators recruited after the date of effect of this Award will commence in the SOMC category and remain in that category until offered the opportunity to apply for another category or category waiting list.
- (ix) Operators will be advised of waiting list vacancies and application procedures via the PhoneTAB Bulletin and/or additional notices on staff notice boards.
- (x) Position on a category waiting list shall be determined by combining the date that a specific category waiting list opens with the applicant's date of employment as a PhoneTAB Casual Operator.
- (xi) Movement into a category, other than SOMC, will occur from the top of the appropriate waiting list and in response to operational demands. An individual's performance record (attendance, service quality and accuracy) will be considered in the decision to move an operator into a category.
- (xii) Any application by an individual PhoneTAB Operator to effect a reduction in the target number of shifts worked per roster will be considered on merit.

8. Customer Service /Operator Designations

- (i) Operators designated as Customer Service Operators (CS) may be deployed in response to fluctuating customer service requirements such as enquiries /information; account administration; complaints/customer relations; special needs and other areas as arise as part of operational activities and initiatives.
- (ii) Operators may apply at any time to the Staffing Office for consideration as a Customer Service Operator.
- (iii) If accepted, training will be provided. Upon satisfactory completion, the Operator will be designated CS.
- (iv) Designations will be contingent upon continued satisfactory performance. If an individual's performance as a CS is determined to be less than satisfactory, that Operator's designation will lapse. To regain a designation, an Operator will need to re-apply and satisfy all assessment criteria.

- (v) As demand for staffing CS fluctuates, Operators holding a CS designation cannot be guaranteed that all shifts they receive will be CS shifts.

9. Special Operators

- (i) Waiting lists for SPC will be opened from time to time in response to operational demand. While an SPC waiting list is open all Operators are eligible to apply. Selection will be based on overall job performance.
- (ii) If accepted training will be provided. All new SPC Operators must pass a 3 month probation period satisfactorily before their position in an SPC category or SPC waiting list is confirmed.
- (iii) Designations will be contingent upon continued satisfactory performance. If an individual's performance as an SPC Operator is determined to be less than satisfactory that Operator shall be removed from SPC.
- (iv) As demand for staffing the SPC area fluctuates, Operators holding an SPC designation cannot be guaranteed that all shifts they receive will be SPC shifts.

10. Shift Allocation

- (i) Allocation of shifts:

Every Operator must work Saturdays. Saturday is the first day of shift allocation.

Shifts are then allocated for Sundays, Public Holidays (if applicable) and midweek, in that order.

On each of these days shifts are allocated in the order of SPC, Customer Service, Sports and General.

All shifts are allocated using a number of starting points to provide an even distribution. However, even distribution is impacted by leave, early and late requests and car pooling requirements.

It is possible that not all designated Operators will have been rostered for the target number of shifts associated with their category by the time all available shifts have been filled. The specific rostering parameters which follow will accommodate this.

- (ii) Saturdays:

- (a) Saturday Shift Allocation

Shifts are allocated in order of SPC, Customer Service, Sports and General.

Early shifts are allocated

Late shifts are allocated

General shifts are allocated

Saturday shifts shall be allocated to all available Operators on a rotational basis.

- (b) If the number of Saturday shifts available for distribution on a particular Saturday is insufficient to allocate 1 (one) shift to each of the available Operators, the following procedures shall apply:

Operators in the Saturday Only Melbourne Cup (SOMC) and Saturday Only (SATS) categories shall be rostered off on a rotational basis.

The rostering off rotation shall commence with SOMC Operators and shall progress in order of most recent date of employment as a PhoneTAB casual Operator.

When a public holiday falls on a Saturday, public holiday rostering procedures apply.

(iii) Sundays:

- (a) 15% of General shifts are allocated to Saturday only staff who have attained six months service.
- (b) 85% are allocated to the category staff.
- (c) SPC, Customer Service and Sports are allocated first. The General shifts are then allocated. SPC, Customer Service and Sports staff who do not get a shift in those categories are then included in the rotation of General Operators.
- (d) The starting point for Sunday shifts in each roster is the person who did not get a Sunday shift last time.
- (e) Operators who do not attend their allocated Saturday shift immediately prior to a rostered Sunday shift will not be permitted to commence their Sunday shift. (Approved leave and Doctor's Certificates exempt).

(iv) Public Holidays:

The roster is ordered by date of employment and shifts allocated by date of employment

SPC, Customer Service, and Sports shifts are allocated first

General shifts are then allocated to staff taking into consideration any early, late requests.

(v) Midweek:

- (a) SPC, Customer Service, and Sports shifts are allocated first. Shifts are then allocated to:

Night category staff

Fully Available and Day categories

Waiting list by date of joining/ or from last person not to get a waiting list shift last time

Waiting list by date of joining/ or from last person not to get a waiting list shift last time

Staff in (plus) categories

Staff who requested Saturday off

Waiting list by date of joining/ or from last person not to get a waiting list shift last time

To category staff as additional shifts from most to least available.

- (b) If the number of midweek shifts available for distribution is insufficient to allocate target shift numbers to each of the available category Operators, Operators in categories eligible for midweek shifts shall be rostered off on a rotational basis. The following procedures shall apply:

- (1) Rostering off shall commence with Operators in the category with the lowest number of target shifts, ie 2N, 3N, 3A to 4A and progress through in that order. Within each category the Operator with the most recent date of employment shall be the first to be rostered off.

- (2) The rostering off will not always complete a full rotation each roster. When this occurs the next rostering off shall commence from the Operator last rostered off.
- (vi) Night Shifts
- (a) Work performed after midnight will be allocated on a voluntary basis (notwithstanding the following exceptions) and paid for according to the rates specified in this Award. Operators employed in SPC, Sports Betting and Customer Service (prior to the latest intakes preceeding 17 October 2001) will continue to be rostered only on a voluntary basis. Operators who have made themselves available for after midnight work must continue to be available in the future.
- (b) Operators must be prepared to work after midnight to become eligible to move from the waiting list to the Fully Available category. If they choose not work after midnight they will continue to receive waiting list shifts as they become available.

11. Rostering

Operational demands will determine the number of staff rostered.

- (i) Each PhoneTAB Operator will be rostered in accordance with their individual roster category. Roster categories are defined in Clause 7.
- (ii) The roster shall be prepared for a period of one (1) week. It shall be published at least 10 days prior to the commencement of that period.
- (iii) All PhoneTAB Operators, regardless of their individual category, must be available to attend at any time on Saturdays within normal working hours.
- (iv) PhoneTAB Operators must indicate their individual inability to attend for each roster week 30 days in advance. Requests for leave will be subject to the pre-determined Operator leave levels. Individual requests for absence above and beyond predetermined leave levels will be considered on merit.
- (v) PhoneTAB Operators will not be rostered at times when they have notified of their inability to attend as per 11 (iv).
- (vi) Provided that a sufficient number of shifts is available for distribution, all available PhoneTAB Operators will be offered a minimum of one shift per week. This will not apply to those Operators:
- (a) within the SOMC category, or
- (b) with a self-imposed Saturday only restriction.
- (vii) Consideration will be given to a PhoneTAB Operator's preference for working Saturday late afternoon and evening shifts. However such an allocation cannot be guaranteed.
- (viii) All PhoneTAB Operators, (except SATS category) current and future, may be required to work on the day or night of the Melbourne Cup.
- (ix) Operators will be required to ring in on a 1800 number to an IVR system to confirm start times.

12. Rostering Committee

- (i) The parties agree to continue to participate in a working committee which was established in February 1996 to review the method of rostering PhoneTAB Operators.
- (ii) Nothing in this Award shall prevent changes to the existing rostering arrangements being implemented as soon as practicable, provided such changes are agreed between the parties.

13. Attendance Productivity Scheme (APS)

The parties agree to maintain the attendance productivity scheme (APS). The APS percentage shall be four per cent (4%).

The scheme shall operate as follows:

- (i) At the completion of each APS period, the TAB shall pay to each employee who has attended for 95 per cent or more of rostered shifts, an amount equal to the appropriate APS percentage of that employee's earnings for the relevant period.
- (ii) If, in calculating 95% of an employee's rostered shifts, the resultant figure is not a whole number, those parts of the figure which are 0.5 and over shall be rounded up to the nearest whole number. Those below 0.5 shall be rounded down to the nearest whole number.

Example 1:

If an Operator was rostered for 53 shifts over the APS period, to qualify for the entitlement he/she would have to attend as follows:

$$53 \times 95\% = 50.35$$

The figures 0.35 would be disregarded, so that to qualify for the APS, the Operator would need to have attended 50 shifts.

Example 2:

If an Operator was rostered for 48 shifts over the APS period, to qualify for the entitlement he/she would have to attend as follows:

$$48 \times 95\% = 45.6$$

The figure of 0.6 would be rounded up, so that to qualify for the APS the Operator would need to have attended 46 shifts.

- (iii) TAB Limited shall also calculate the total wages bill for the relevant period, from which it shall deduct the total wages bill of those Operators who have attended for 95 per cent or more of rostered shifts.

It shall then calculate the appropriate APS percentage of the residual figure and shall distribute such amount as follows:

- (a) 70% shall be paid to Operators who have attended for 95% or more of their rostered shifts over the relevant period and shall be allocated in proportion to such Operator's PhoneTAB earnings over the relevant period;
 - (b) 30% shall be paid to Operators who have attended 100% of their rostered shifts over the relevant period and shall be allocated in proportion to such Operator's PhoneTAB earnings over the relevant period.
- (iv) In assessing attendance, the following absences shall not be counted as rostered shifts:
 - (a) Where a substitute shift is authorised;
 - (b) Where absence is due to family bereavement (up to a maximum of two days);
 - (c) Where an Operator is required to attend for jury duty;
 - (d) Where an Operator obtains authorised leave prior to the preparation of rosters;
 - (e) Where an Operator obtains authorised midweek leave after the preparation of rosters but with sufficient notice for management to organise a replacement for the Operator absenting

themselves. Two (2) working days is deemed sufficient notice. Management has the absolute discretion to authorise or not authorise the leave in such circumstances.

- (f) Where an Operator is unable to attend for duty by reason of illness and is able to substantiate such illness by the production of a medical certificate on next attending work. The maximum amount of notice is to be provided to management of this absence, in order that replacement may be arranged.
- (g) Where such other circumstances arise where, in the judgment of the Management, any employee would not reasonably have been able to attend for duty. The Manager Account Sales is to have absolute discretion in this matter.
- (v) An Operator attending for duty who is required by reason of illness to absent him/herself for part of his/her shift shall, for the purpose of the APS, be deemed to have worked the shift in its entirety.
- (vi) An Operator commencing or ceasing employment part-way through a APS period shall be treated as having been employed for the entirety of the period but shall be regarded as having not been rostered for the period before his/her commencement or after his/her termination whichever the case may be. Provided that employees terminated by TAB Limited shall be excluded from this arrangement.
- (vii) In calculating either an Operator's wage for a period or the total wage bill for a period, TAB Limited shall refer to the amounts actually paid during a period rather than allocate such amounts to the period for which they should have been paid.
- (viii) Under no circumstances shall TAB Limited become entitled to retain any money which accrues as a result of this award. In the event that there is still money to be distributed after all steps contained in this award are completed, discussions shall be held between the Union and Management to determine an appropriate method of distribution.

14. Minimum 90% Attendance Requirement

- (a) At the completion of each APS period (See clause 13(i)) Operators who have not attended for 90% or more of their rostered shifts will receive a warning by Management.
- (b) Should the 90% attendance requirement not be achieved twice within a 12 month period, an Operator shall have his/her shift allocation reduced by one shift per week for 12 weeks in the following period. (SAT only staff will be terminated).
- (c) Should the 90% attendance requirement not be achieved 3 times within a 12 month period, an Operator's preferred number of target shifts will be reduced by one shift per week permanently.
- (d) Rostered shifts are calculated on the same basis as for the APS.

15. Saturday Attendance Bonus Scheme (SABS)

The Parties agree to maintain the Saturday Attendance Bonus Scheme (SABS). The SABS percentage will be 1% of the total wage pool for the SABS period.

The Scheme shall operate on the following basis:

- (i) Payment cycles will apply as per the APS.
- (ii) Operators must attend 100% of Saturday Shifts to qualify for a share of the 1% total wage pool for the SABS period.
- (iii) Operators who have attended 100% of their rostered Saturday shifts during the SABS period shall be paid in proportion to such Operators PhoneTAB earnings during the relevant period.
- (iv) Approved leave and sick leave subject to verification by medical certificates will not be included as an absence.

16. Error Free Bonus Scheme (EFBS)

The parties agree to maintain an Error Free Bonus Scheme (EFBS). The EFBS percentage will be 1% of the individuals wages for the EFBS period.

The Scheme will operate on the following basis:

- (i) Payment cycles will apply as per the APS and SABS.
- (ii) Operators must be 100% error free to qualify for an extra 1% of the individual's wages for the EFBS period.
- (iii) Only errors attributed solely to the Operator will be used in this calculation. As is the current practise Management will continue to determine the outcome of customer claims.
- (iv) Date of payment of error shall determine the EFBS period.

17. Attendance

When a PhoneTAB Operator is absent from rostered duty due to emergent community service (such as State Emergency Service duty), the Operator will be paid for the full shift length.

Payment will be made subject to production of evidence of attendance with an indication of the nature of such community service.

18. Performance Assessment

- (i) The parties agree that it is necessary to assess the quality of service and skills levels of Operators.
- (ii) The method of such assessment will be a combination of observation, verbal and written testing.
- (iii) Where appropriate, remedial or additional training will be offered to those Operators determined to be performing below acceptable levels.

19. Consultative Meetings

The parties agree to continue to have regular meetings between Union Representatives and Management. It is intended that meetings be arranged as follows:

- (a) Where practicable meetings will be held on a monthly basis at a time and date to be agreed between the parties.
- (b) Union Representatives will provide Management with a written agenda of matters they wish to have discussed at the meeting five working days prior to the meeting.
- (c) Management will provide Union Delegates with a written agenda of matters they wish to have discussed at the meeting five working days prior to the meeting.
- (d) Attendance at all meetings with Management will be paid time for Union Delegates.
- (e) Meetings amongst Union Delegates and Union Officials prior to discussing agenda items for the Union/Management meetings will be paid time for up to 90 minutes of a rostered shift. In extenuating circumstances and upon request, consideration will be given to payment for additional time for such meetings.
- (f) Minutes of business discussed at each meeting will be taken and copies will be forwarded to all attendees, one week prior to the next meeting.

(i) General Meetings

Where issues remain unresolved in meetings convened above, meetings shall be arranged between the parties to discuss such matters. These meetings will be attended by a Union Official, a Union Representative, the PhoneTAB Operations Manager, and/or the Manager Account Sales, and the Human Resources Manager Wagering.

(ii) Union Delegate Training

Subject to operational requirements, time to attend relevant TUTA courses will be granted to nominated Union delegates. For a total of twelve days per calendar year, nominated delegates will be paid the minimum shift of four hours per day of attendance.

(iii) Central Council Meetings

Subject to operational requirements, delegates elected to the Central Council of the Union will be paid for attendance at Central Council meetings. Payment will be limited to two Delegates attending on two occasions per calendar year. Payment for the minimum shift of four hours will be made. Any delegate who resigns as a Delegate of the ASU will not be paid to attend Central Council meetings.

20. Role of Managers and/Or Supervisory Staff

It is intended that Managers, Team Leaders and Resourcing Co-ordinators maintain their skill and knowledge at an appropriate level by taking bets by telephone on occasions.

21. Dispute/Grievance Resolution Procedure

- (i) The parties agree to the following procedures involving individual employees:
- (a) In the first instance, the employee will notify (in writing or otherwise) the Call Centre Manager as to the substance of the grievance, request a meeting to discuss it and state the remedy sought. A meeting should be held within 48 hours of notification.
 - (b) If the matter is not resolved in this meeting, the matter shall be further discussed by the employee(s) and at their request, a Union representative, the Call Centre Manager and the Manager Account Sales or the PhoneTAB Operations Manager. This should take place within 48 hours of the completion of (a).
 - (c) If the matter remains unresolved, the matter shall be further discussed by the employee(s), a representative of the Union, the PhoneTAB Operations Manager and/or the Manager Account Sales, and the Human Resources Manager Wagering. This should where practicable take place within 48 hours of the completion of (b).
 - (d) Should the matter remain unresolved, the employer shall provide the employee and where appropriate the Union, with a written response outlining why the remedy sought in (a) cannot be provided.
 - (e) If the matter still remains unresolved, the matter may be referred to the Industrial Relations Commission.
- (ii) The parties also agree to the following procedures over a question, dispute or difficulty concerning the interpretation, application or operation of this Award.
- (a) In the first instance, the employees will notify (in writing or otherwise) Call Centre Manager as to the substance of the dispute and request a meeting to discuss the remedy sought. A meeting should be held within 48 hours of notification.

- (b) If the matter is not resolved in this meeting, the matter shall be further discussed by the employees, and, at their request a union representative, the Call Centre Manager, the PhoneTAB Operations Manager and/or the Manager Account Sales and the Human Resources Manager Wagering. This should take place within 48 hours of the completion of (a).
 - (c) The parties have the right to refer the matter to the Industrial Relations Commission if the matter remains unresolved after (b).
- (iii) It is a condition of this Award that the procedures will be followed and that there shall be no disruption to work whilst such procedures are being followed.

22. Miscellaneous Provisions

- (i) Finishing At Night Allowance*

Operators finishing shifts at or after 10.00 pm shall be entitled to an allowance of \$10.23 or have transport provided.

Operators finishing shifts at or after sunset and before 10.00 pm shall be entitled to transport to the nearest railway station.

- (ii) Overtime

All time worked in excess of 7.5 hours shall be regarded as overtime and paid at time and a half for the first 2 hours and double time thereafter. On a Public Holiday or a Sunday, any time worked beyond 7.5 hours shall be paid at the rate of double time and a half of the ordinary rate.

- (iii) Meal Allowance*

If an Operator is rostered to work 10 hours or more per day, a meal allowance of \$8.95 is payable.

- (iv) Illness On Duty

When an Operator reports for duty and subsequently indicates that he/she is ill, and is unable to continue the shift, the Operator shall be required to provide a medical certificate to the Call Centre Manager before payment for the full shift is approved. If no certificate is provided the Operator shall be paid for the actual time worked unless otherwise determined by Manager Account Sales.

- (v) Cancelled Or Postponed Meetings

When meetings are postponed or cancelled and Operators are unable to be notified, they shall be paid for 2 hours of their rostered shift or the total amount of travelling time whichever is the greater with a maximum of 4 hours.

- (vi) Car Pools

Consideration will be given to carpool arrangements. Carpools are a matter for the individual Operator to arrange and should be advised to the staff of the Forecasting and Resourcing Office. Every effort will be made to match shifts, but this cannot be guaranteed.

*Allowances will be varied annually having regard to movements in the CPI to March each year.

23. Developmental Opportunities

From time to time a general advertisements will be placed in the PhoneTAB Bulletin requesting Operators to make an application for various temporary/casual positions which may become available. Such positions could include Relief Team Leaders or Duties Shift, Administration/Clerical position

Selection will be on merit and in accordance with EEO principles. A list of successful applicants in the various skills areas will be compiled and positions shall be offered on a needs basis. Payment for work performed in temporary/casual positions shall be at the rate appropriate for the position.

No Operator shall be disadvantaged in respect of category and/or waiting list by being involved in a developmental opportunity.

24. Conditions Not Altered By This Award

Unless specifically addressed in the context of this Award, conditions of employment remain unchanged by the implementation of this Award.

25. No Extra Claims

Parties to this Award undertake not to pursue any extra claims, except those allowed by Part 3, Chapter 2 of the *Industrial Relations Act* 1996. Under the Act, items may be raised for discussion with a view to achieving mutually agreed variations during the term of this Award.

The parties agree to commence negotiations for a new Award three months prior to the expiration of this Award, with a view to the new Award applying from 1 July 2004

26. Anti-Discrimination

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

NOTES -

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

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

27. Area, Incidence and Duration

This Award shall be apply to all casual staff employed by TAB Limited as PhoneTAB Operators.

It shall apply to casual staff employed to answer customer telephone calls in a section of TAB Limited known as PhoneTAB.

The Award shall take effect from the first pay period to commence on or after 1 July 2002 and will expire on 30 June 2004

APPENDIX A

PLUS SHIFT (+) LISTING

FOUR SHIFT PLUS

Operator Number	Operator Number	Location
230962	Curle P	Ultimo
201515	Devine J	Ultimo
241137	Dixon J	Ultimo
217811	Duncombe E	Ultimo
217225	Fagan D	Ultimo
231256	Fozzard J	Granville
239800	Hopper J	Ultimo
212776	Kerr C	Granville
240224	Leonard H	Ultimo
231617	McCune A	Ultimo
218765	Moodie L	Ultimo
214497	Reynolds J	Ultimo
222503	Stewart V	Ultimo
234195	Walsh D	Ultimo
240128	Warren H	Ultimo
Total 4 (+) = 15		

THREE SHIFT PLUS

Operator Number	Operator Name	Location
212173	Collins T	Ultimo
230970	Dougenis W	Ultimo
201894	Emmett J	Ultimo
221881	Elepano E	Granville
221496	Guidi K	Ultimo
212655	Lloyd M	Ultimo
226146	O'Brien J	Ultimo
232320	Van Baardwyk J	Ultimo
212702	Zammit J	Granville
Total 3 (+) = 9		

**OPERATORS RETAINING ROSTERING ARRANGEMENTS FROM GRANVILLE OPENING 1987
DAY PREFERENCE**

Operator No.	Operator Name	# Target Shifts	Agreed Days
215818	Anderson D	2	Wed
232989	Curran Y	4+	Wed, Thu, Tue
205502	Symons P	4	Wed, Thu, Mon

NIGHT PREFERENCE

Operator	No. Operator Name	# Target Shifts	Agreed Nights
212702	Zammit J	3+	Thu, Mon

L. C. GLYNN *J.*

Printed by the authority of the Industrial Registrar.

(1148)

SERIAL C1234

**SYDNEY AQUATIC CENTRE AND SYDNEY ATHLETICS CENTRE
(STATE) AWARD 2002**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Employers First, industrial organisation of employers.

(No. IRC 1628 of 2002)

Before Commissioner McLeay

22 April 2002

AWARD**1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Parties to this Award
3.	Intention
4.	Rates of Pay
5.	Income Protection Plan
6.	Hours of Work
7.	Full-Time, Part-Time, Fixed Term and Casual Employees
8.	Higher Duties
9.	Meal Breaks
10.	Excess Hours Worked
11.	Public Holidays
12.	Sick Leave
13.	Family Leave
14.	Bereavement Leave
15.	Parental Leave
16.	Terms of Engagement
17.	Training Wage
18.	Payment of Wages
19.	Annual Leave and Annual Leave Loading
20.	Consultative Mechanism
21.	Labour Flexibility
22.	Uniforms and Protective Clothing
23.	Tools and Equipment
24.	Change Rooms

- 25. Redundancy
- 26. Grievance and Dispute Resolution Procedures
- 27. No Extra Claims
- 28. Leave Reserved
- 28A. Anti-Discrimination
- 29. Area, Incidence and Duration

PART B

- Table 1
- Table 2

2. Parties to This Award

The parties to this award are:

- (i) The Sydney Cricket and Sports Ground Trust ("the Employer"); and
- (ii) The Australian Workers' Union, New South Wales ("the AWU").

3. Intention

The principle intentions of this award are:

- (i) To promote harmonious industrial relations for the Sydney Cricket and Sports Ground Trust;
- (ii) To maximise standards of service to the public and centres users, measured against those applying in the leisure and recreation industry nationally and internationally; and
- (iii) To provide a multi-skilled workforce.

4. Rates of Pay

- (i) The minimum rates of pay for full time employees covered by this award employed in the classifications set out below are contained in Table 1 of Part B of this award.
- (ii) The rates of pay for juniors covered by this award and employed in the classifications set out below are as follows:

Junior Rates	Percentage of Appropriate Rate %
At sixteen years and under	55
At seventeen years	65
At eighteen years	75
At nineteen years	85
At twenty years	100

- (iii) Classifications (Skill/Definitions) for full-time and part-time employees:

- (a) Level I

Means an employee with no qualifications and performs duties of a routine nature, requiring the use of minimum judgement and supervision.

Employees at this level may include the initial recruit who may have limited relevant experience.

An employee at this level will be able to:

- Communicates with the public in a courteous and tactful manner.

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

- Exercises basic keyboard skills.
- General Attendant/Cashier which includes basic clerical, office assistance, kiosk duties which involve customer turnover and cash handling, taking of bookings and tickets and assists generally in the day-to-day activities of the operation.
- Maintains simple records.
- Assists with administration of the Swim School Program.
- Is directly employed as Car Park Attendant, Usher or Door Attendant who is engaged in a non-security capacity.
- Receives despatches, distributes, sorts, checks, documents, orders and records of goods and/or materials.
- Is employed as a General Hand.
- Undertakes duties peripheral and ancillary to the above as required.

Progression to Level II will be dependent upon availability of position and successful applicant.

(b) Level II

Means an employee who has undertaken structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

An employee at this level:

- Assists with the provision of on-the-job training to a limited degree;
- Conducts individual or group activities/programs/sessions/tours under supervision, only after commencing a recognised course or undergoing accredited training;
- Exercises intermediate keyboard skills with instructions;
- Works in a team environment under routine supervision;
- Where appropriate holds and maintains life savings and first aid qualifications recognised as being appropriate for the safe and effective conduct of duties involving public and employee health and safety;
- Works from instructions or procedures;
- Has an understanding of general office procedures;
- Co-ordinates duties under the direction of a Level III employee;
- Provides general supervision and assistance of Level I employee; and
- Is capable of and may perform duties of Level I.

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

- Takes classes and directs leisure activities.
- Supervises public swimming.
- Attends to health and safety of the public.
- Sells programmes/tickets and gives change.
- Co-ordinates of events and bookings.
- Undertakes receptionist duties.
- Undertakes office administrative duties.
- Attends to equipment and displays eg. pool attendant.
- Safeguards individuals e.g. child care attendants

Progression to Level III will be dependent upon availability of position and successful application.

(c) Level III

Means an employee who has completed structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

An employee at this level:

- Assists in the provision of on-the-job training where applicable;
- Exercises discretion within one's own level of skill and training;
- Takes responsibility for the quality of one's work (subject to routine supervision);
- Exercises good keyboard skills and knowledge of office procedures/equipment/systems; and
- Is capable of and may perform the duties of Levels II and I.

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

- Is employed as a Gym Exercise Specialist.
- Co-ordinates Swim School, Customer Services, Tours and Health and Fitness Activities.
- Maintains machinery, plant and technical equipment.
- Undertakes secretarial duties.
- In the absence of line supervisors, acts in an appropriate way to supervise the work areas to ensure delivery of services.

Progressional to Level IV will be depended upon availability of position and successful application.

(d) Level IV

Means an employee who is subject to broad guidance or direction and would report to more senior staff as required.

An employee at this level would have worked or studied in relevant field and/or have specialist knowledge, qualifications and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within their delegated area of supervision.

An employee at this level:

- Takes responsibility for ensuring the quality of their own work and exercises initiative, discretion and judgement at times in the performance of their duties;
- Is directly responsible to the appropriate manager for the section or area of operation;
- Assists with the management of the section or area of operation;
- Has the delegated responsibility for the work under their control or supervision in terms of, inter alia, allocation of duties, co-ordinating work flows, checking progress, quality of work and resolving problems, as well as counselling staff for performance and work related problems where required;
- Trains employees at Level I, II and III as required;
- Is capable of and may perform the duties of Levels III, II and I;

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

- Supervises of Pool Attendants.
- Supervises of Athletic Centre employees.
- Supervises of Aquatic employees.
- Supervises of administrative and accounting operations.
- Supervises of information technology.
- Supervises of daily activities and operation of health and fitness activities.
- Supervises of maintenance employees.

(v) Classifications (Skill/Definitions) for casual employees:

(a) Casual Level A

Means an employee with no qualifications and performs duties of a routine nature, requiring the use of minimum judgement and supervision.

Employees at this level may include the initial recruit who may have limited relevant experience.

An employee at this level will be able to:

- Communicate with the public in a courteous and tactful manner.

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

- Is employed as a Car Park Attendant.
- Is employed as a Tour Guide.
- Undertakes clerical duties including exercising basic keyboard skills, office assistance and maintenance of simple records.
- Assists with the administration of the Swim School programme.
- Receives, despatches, distributes, sorts, checks, documents, orders and records of goods and/or materials.
- Is employed as General Hand.

Duties peripheral and ancillary to the above as required.

(b) Casual Level B

Means an employee who has undertaken structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

An employee at this level:

- Assists with the provision of on-the-job training to a limited degree;
- Conducts individual or group activities/programs/sessions under supervision, only after commencing a recognised course or undergoing accredited training;
- Exercises intermediate keyboard skills with instructions;
- Works in a team environment under routine supervision;
- Where appropriate holds and maintains life savings and first aid qualifications recognised as being appropriate for the safe and effective conduct of duties involving public and employee health and safety;
- Works from instructions or procedures;
- Has an understanding of general office procedures;
- Co-ordinates duties under the direction of a Level III employee;
- Provides general supervision and assistance of Level I employee; and
- Is capable of and may perform duties of a Level 1 - casual employee.

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

- Is employed as a cashier involved in kiosk duties including customer turnover and cash handling, taking of bookings and tickets and assists generally in the day-to-day activities of the operation.
- Takes classes and directs leisure activities.
- Supervises public swimming.

- Attends to health and safety of the public.
- Sells programmes/tickets and gives change.
- Co-ordinates of events and bookings.
- Undertakes receptionist duties.
- Undertakes office administrative duties.
- Attends to equipment and displays eg., pool attendant, athletic track attendants.
- Safeguards individuals e.g. child care attendants.

(c) Casual Level C

Means an employee who has completed structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

An employee at this level:

- Assists in the provision of on-the-job training where applicable;
- Exercises discretion within one's own level of skill and training;
- Takes responsibility for the quality of one's work (subject to routine supervision);
- Exercises good keyboard skills and knowledge of office procedures/equipment/systems; and
- Is capable of and may perform the duties of Levels A and B.

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

- Is employed as Gym Exercise Specialist.
- Is employed as Head Coach.
- In the Absence of Line Supervisors, Acts in an Appropriate Way to Supervise the Work Areas to Ensure Delivery of Services.

5. Income Protection Plan

All full-time, part-time and casual employees who are members of the AWU to whom this award applies shall be covered by the Sickness and Accident Income Protection Plan approved and endorsed by the AWU (provided by Kanosei Solution Pty Ltd ACN 068 028 336). It is a term of this award that the employer will bear the costs of 1% of gross weekly pay per week per member towards providing income protection with a minimum payment of \$2.00 up to a maximum of \$3.55 per week for casuals.

6. Hours of Work

- (i) The ordinary hours of work, exclusive of meal times, shall not exceed an average of 38 hours per week, between the hours of 4.30 am and 11.00 pm. The ordinary hours of work may be extended to 2.00 am to cover special events, provided that management gives all employees involved seven clear day's notice of the extension of ordinary hours, or upon agreement between the employer and employee.

- (ii) The employer shall arrange the working of the thirty eight hour week in one of the following ways:
 - (a) by employees working less than eight hours per day;
 - (b) by employees working less than eight hours on one or more days in each week; or
 - (c) by working up to ten hours on one or more days in the week.
- (iii) Employees other than maintenance employees, pool attendants, and those employees employed in the gym shall be entitled to receive 4 sets of 2 consecutive days off in each 28 day period.
- (iv) Notwithstanding the provision of subclause (i) & (iii) the employer and employee may agree to change the rostered time of ordinary hours by one week's notice or the consent of the employee at any time.

7. Full-Time, Part-Time, Fixed Term and Casual Employees

- (i) An employee shall be engaged as either a full-time, part-time, fixed term or casual employee.
- (ii) A full-time employee is an employee who is engaged to work an average 38 hours per week.
- (iii) A part-time employee is an employee engaged to work a minimum of 10 hours work per week. A part-time employee shall receive sick leave, annual leave and long service leave on a pro rata basis.
- (iv) A casual employee is an employee engaged and paid as such. A casual employee shall be paid the appropriate hourly rate as set out in Table 2 of Part B.
- (v) The casual hourly rate contained in this award, contains a component in lieu of any entitlement to sick leave, bereavement leave, long service leave and annual leave.
- (vi) A casual employee shall received a minimum payment of 3 hours for each engagement, relation to casual employees involved in the presentation or conducting of sports, games and training e.g. instructors, (other than those engaged in relation to the Sydney Athletic Centre) which shall be for a minimum of one hour.
- (vii) Casual rosters may be changed by management provided that shifts are not shortened to less than the minimums referred to above.
- (viii) A fixed term employee is an employee who is employed on a full-time or part-time basis for a fixed period. An employee who is engaged on this basis shall be notified in writing of the dates on which their engagement will commence and cease. The commencing and ceasing dates may be varied by agreement.

8. Higher Duties

An employee required to perform the entire function of a position attracting a higher level under the award shall, on each occasion, be paid the entire difference between their own salary and the salary of the higher position on the fifth and subsequent days of acting up to the higher position.

The parties to the award agree that employees required to be in charge of the Pool Deck (that is employees who are rostered on to open and close the Sydney Aquatic Centre) will be at all times be paid at Level 3 or above.

9. Meal Breaks

- (i) Employees shall be entitled to an unpaid meal break of 30 minutes which should be taken no more than five hours after commencing duty.
- (ii) Employees working more than six hours per day (excluding breaks) shall also be entitled to two paid ten minutes rest breaks either side of the unpaid meal break.
- (iii) The employer and employee shall determine the time at which a rest break shall be taken.

- (iv) Where an employee is required to work in excess of ten ordinary hours, discussions will occur between the employee and his/her supervisor as to whether an additional unpaid meal break of 30 minutes is warranted and if so, the time at which that meal break should be taken.
- (v) Notwithstanding the provisions of subclause (i) the employer and employee can determine the appropriate time to take a meal break by mutual agreement.
- (vi) Staff engaged as casual pool attendants shall be given a paid break of 10 minutes within three hours of commencing duty, with a further paid break of ten minutes should work be required after six hours, in lieu of the provisions outlined in subclause (ii) above.

10. Excess Hours Worked

- (i) All time worked in excess of an average of thirty-eight hours in any one week outside the spread of hours prescribed in subclause (i) of Clause 6 of this award or in excess of ten hours in one day shall be paid as overtime or given as time off in lieu.
- (ii) All excess hours must be authorised by the appropriate supervisor in each section, prior to any overtime being worked.
- (iii) By mutual agreement, excess hours shall be paid as overtime or taken off, as time off in lieu. Time off in lieu will be the equivalent number of actual hours worked. All accrued time off in lieu shall be taken two months after it falls due unless there is mutual agreement between the employer and employee to do otherwise. The maximum number of hours to be accrued at any time is 38.
- (iv) Where it is impracticable for the excess hours to be taken off as time off in lieu, it shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- (v) An employee (other than a casual employee) who works so many excess hours between the termination of ordinary work on one day and the commencement of ordinary work on the next day, that the employee has not had at least ten (10) consecutive hours off duty between those times, shall be released after the completion of such overtime until ten (10) consecutive hours has been allowed without loss of pay for ordinary working time occurring during such absence.
- (vi) For the purposes of this clause "excess hours" means "overtime".

11. Public Holidays

- (i) The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day or any proclaimed day in lieu thereof for the State shall be holidays and no deduction shall be made in respect of such holidays from the wages due to any employee for the week in which such holiday or holidays occur.

Provided that the abovementioned holiday may be substituted for another day off by agreement between the employer and employee(s) to be taken within one (1) month of the said holiday or adjacent to a period of annual leave.

- (ii) A full-time, part-time or fixed term employee, who presents proof of purchase of a ticket to the Union's Picnic Day function, at least ten calendar days in advance of the event, shall be entitled to paid leave to attend the function. The Union shall advise management at least three months prior to the event of any change of date to the Picnic, which shall otherwise be held on the first Monday in December.
- (iii) Any full-time or part-time employee who is required to work on a public holiday shall be entitled to either time and one half hours pay for each hour worked as well as a day off in lieu at a time mutually agreed; or double time and one half for each hour worked on the public holiday. Casual employees who are required to work on a public holiday shall be entitled to double time and one half for each hour worked on the public holiday.

- (iv) An employee who is absent from work on the day before or the day after a public holiday shall provide the employer with proof of sickness (by way of a medical certificate) prior to receiving payment for those days.
- (v) An employee whose day or days off duty coincides with a public holiday shall not be entitled to receive an additional day in lieu.

12. Sick Leave

- (i) A full-time employee shall be entitled to ten days sick leave per year of service. Part-time employees shall be entitled to a proportionate amount of sick leave.
- (ii) If the full period of sick leave is not taken in any one year, the whole or untaken portion shall accumulate from year to year.
- (iii) An employee shall not be entitled to sick leave for any period in respect of which such employee is entitled to worker's compensation.
- (iv) Where an employee is ill or incapacitated on a rostered day or shift off he/she shall not be entitled to sick pay on that day nor shall his/her entitlement to sick leave be reduced as a result of such illness or incapacity.
- (v) Where an employee is absent for more than one consecutive day, or more than five single days in a year, the employee shall provide the employer with a doctor's certificate.
- (vi) The employee, wherever possible, shall, prior to the commencement of the absence on sick leave, inform the employer of their inability to attend for duty and as far as practicable, state the nature of the injury and illness and the estimated duration of the absence.

13. Family Leave

- (1) Use of Sick Leave:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who need to employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 12, Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
 - (b) The employees shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
 - (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) The employee being responsible for the care and support of the person concerned; and
 - (ii) The person concerned being:
 - (a) a spouse of the employee, or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial), parent (including a foster parent and legal guardian), grandparent,

grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purpose of this paragraph:

"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.

- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence, if it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

2. Unpaid Leave for Family Purpose:

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.

3. Annual Leave:

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

4. Time Off in Lieu of Payment of Overtime:

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

5. Make-up Time:

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

14. Bereavement Leave

- (i) A full-time or part-time employee shall be entitled to a maximum of three days leave without loss of pay on each occasion and on the production of satisfactory evidence of death within Australia of a member of the employee's family or household (as defined in paragraph 13(1)(c)(ii) of clause 13, Family Leave).
- (ii) 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.
- (iii) Bereavement leave may be taken in conjunction with other leave available under subclauses 2, 3, 4 and 5 of clause 13, Family Leave. Where such other available leave is to be taken in conjunction with bereavement leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.

15. Parental Leave

A full-time or part-time employee shall be entitled to parental leave pursuant to the provisions of the NSW *Industrial Relations Act 1996*.

16. Terms of Engagement

- (i) Full-time and part-time employees shall be engaged by the week and their engagement shall only be terminated by the employer or employee giving the notice prescribed below, or by payment or forfeiture, as the case may be of the appropriate wages in lieu of notice.

Levels 1 & 2	1 week
Level 3	2 weeks
Level 4	4 weeks

- (ii) A fixed term employee shall be employed for a fixed period. The engagement of a fixed term employee may be varied by agreement between the employer and employee. Notwithstanding the above provisions, a fixed term contract may be terminated by one week's notice on either side or by the payment or forfeiture, as the case may be, of a week's wages in lieu of notice thereof.
- (iii) The provisions outlined in subclauses (i) and (ii) shall not effect the right of an employer to dismiss any employee without notice for misconduct or other neglect of duty.
- (iv) The employer shall have the right to deduct payment for time lost by any employee who fails to attend for duty without leave to absent himself/herself for actual time of such non-attendance.

17. Training Wage

See the Theatrical Employees (Training Wage) (State) Award.

18. Payment of Wages

Wages will be paid fortnightly by Electronic Funds Transfer.

19. Annual Leave and Annual Leave Loading

- (i) Full-time and part-time employees employed on or prior to 19 April, 1999 shall receive annual leave of five weeks per annum plus 17.5% Annual Leave Loading, upon the completion of twelve months service.
- (ii) Part time employees employed after 19 April, 1999 shall be entitled to four (4) weeks paid annual leave per annum plus 17.5% Annual Leave Loading, upon the completion of twelve months service.
- (iii) Full-time employees employed after 19 April, 1999 shall be entitled to annual leave of five weeks per annum plus 17.5% annual leave loading, upon the completion of twelve months service.
- (iv) The loading referred to in (i), (ii) and (iii) above shall be paid to all weekly employees upon the anniversary of their entitlement, as a lump sum.
- (v) Fixed term employees who are engaged on a contract of less than twelve months shall be entitled to annual leave loading, provided that they have been employed as either a casual or weekly employee for a period of longer than twelve months in total, as on aggregate of full-time, part-time or casual employment.

20. Consultative Mechanism

A meeting will be held every two months between the four employee representatives and the General Manager of the Sydney Aquatic Centre and the Sydney Athletic Centre for the purpose of discussing matters affecting the productivity and efficiency at the Sydney International Aquatic Centre and the Sydney International Athletic Centre.

21. Labour Flexibility

Employees covered by this award shall perform all work within their skill and competence including but not limited to work which is incidental but not peripheral to their main tasks and functions.

22. Uniforms and Protective Clothing

- (i) Where employees are required to wear a uniform they will be provided to the employee free of charge. Employees required to work in the rain shall be provided with oilskins, gumboots or other protective clothing, free of charge.
- (ii) Upon termination of employment all uniforms and property belonging to the employer shall be returned by the employee to the employer properly laundered and/or in working order.

23. Tools and Equipment

All tools and equipment required by the employees to perform their duties shall be provided by the employer, free of charge.

24. Change Rooms

The employer shall provide a change room for the use of the employees, free of charge. Such change room shall be equipped with hot and cold showers and shall be fitted with individual locker accommodation.

25. Redundancy

See the New South Wales Theatrical Employees Redundancy (State) Award.

26. Grievance and Dispute Resolution Procedures

- (i) Procedures relating to grievances of individual employees.

- (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - (b) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (c) Reasonable time limits must be allowed for discussion at each level of authority.
 - (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (e) While a procedure is being followed, normal work must continue.
 - (f) The employee may be represented by a union party to this award for the purpose of each procedure.
- (ii) Procedures relating to disputes etc. between the employer and its employees.
- (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher level of authority.
 - (b) Reasonable time limits must be allowed for discussion at each level of authority.
 - (c) While a procedure is being followed, normal work must continue.
 - (d) The employer may be represented by an industrial organisation of employers and the employees may be represented by a union party to this award for the purpose of each procedure.

27. No Extra Claims

It is a term of this award that the Union undertakes not to pursue any extra claims, award or overaward, of a general nature, for the duration of the Award save as to redundancies in the event that the Sydney Cricket and Sports Ground Trust loses the right to operate the Sydney Aquatic Centre and Sydney Athletic Centre.

28. Leave Reserved

Leave is reserved:

- (i) To the parties to apply to insert vocational training benchmarks and relativities for full-time, part-time and casual employees subsequent to a variation to the Health, Fitness and Indoor Sports Centres (State) Award for similar matters.
- (ii) To the parties to apply to insert different redundancy entitlements into the award in the event that the Sydney Cricket and Sports Ground Trust loses the right to operate the Sydney Aquatic Centre and Sydney Athletic Centre.

28A. Anti-Discrimination

- (1) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

- (3) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (4) Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES -

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

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

29. Area, Incidence and Duration

- (i) This award shall regulate the terms and conditions of employment of employees of the Sydney Aquatics Centre and the Sydney Athletics Centre.
- (ii) This award will apply to employees who are:
 - (a) employed in or in connection with, or in or about (whether indoors or outdoors), the Sydney Aquatic Centre and Athletic Centre in the setting up, operation, maintenance and administration of the two sites; and
 - (b) not classified as staff members of the management team.
- (iii) This award shall not apply to employees employed in a security capacity in or in connection with, or in or about (whether indoors or outdoors), the Sydney Aquatic Centre and Sydney Athletic Centre.
- (iv) This award shall take effect from 22 April 2002, and shall remain in force for a period of 12 months.
- (v) This award rescinds and replaces the Sydney International Aquatic Centre and Sydney International Athletics Centre (State) Award 1999 published 15 September 2000 (318 I.G. 877).

PART B**Table 1**

Classification Level	Current Salary \$	Salary from the First Pay Period on or After 1 January, 2002 \$	Salary from the First Pay Period on or After 1 July, 2002 \$
Level I	26,545	27,209	27,889

Level II	29,863	30,610	31,375
Level III	33,181	34,010	34,861
Level IV	39,817	40,812	41,833

Table 2

Casual Hourly Rates Classification	Current Rate \$	Salary from the First Pay Period on or After 1 January, 2002 \$	Salary from the First Pay Period on or After 1 July 2002 \$
Level A	15.50	15.90	16.30
Level B	16.60	17.00	17.45
Level C	17.55	18.00	18.45

* The minimum rates of pay for casual employees are contained in Table 2 of Part B of this award. An employee engaged as a Level A Casual prior to the making of this award shall not receive a reduction in the hourly rate of pay merely as a consequence of the coming into operation of this classification structure.

J. McLEAY, Commissioner.

Printed by the authority of the Industrial Registrar.

(1317)

SERIAL C1262**SOLVAY INTEROX PTY LTD BANKSMEADOW
SITE CONSENT AWARD 2002**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1796 of 2002)

Before The Honourable Justice Kavanagh

17 April 2002

AWARD

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PART A

1.0 Preliminary

1.1 Parties to Consent Award

- (a) The parties to this Consent Award are:
 - (i) Solvay Interlox Pty Ltd ACN No. 000 882 137, 20-22 McPherson Street, Banksmeadow, 2019 (Solvay Interlox).
 - (ii) All employees of Solvay Interlox Pty Ltd engaged in the production warehousing and maintenance activities at Solvay Interlox's Banksmeadow site who are members or eligible to be members of the following organisations of employees:
 - Australian Workers Union, New South Wales
 - National Union of Workers, New South Wales Branch
 - Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch
 - Electrical Trades Union of Australia, New South Wales Branch
- (b) All current and future employees under the classification contained within this Award shall be employed exclusively under the terms of this Award.

1.2 Date and Period of Operation

- (a) This Consent Award shall take effect from the 1st March 2002 and shall remain in force for a period of two (2) years.
- (b) This award rescinds and replaces the Solvay Interlox Pty Ltd Banksmeadow Site Consent Award 2001 published 15 February 2002 (331 I.G. 442) as varied.
- (c) The parties agree to begin negotiation on a new Consent Award no later than six (6) months prior to the termination date of this Consent Award.

1.3 Introduction

- (a) This Consent Award involves the introduction of all inclusive annualised salaries for all permanent employees. All salary rates include an overtime component, creating an environment where the incentive and drive towards improved productivity and flexibility transfers from the Company to the employees of the various work groups.
- (b) The salary arrangement also aims to provide increased job satisfaction and to develop a cultural change, with greater emphasis on flexibility, autonomy and the involvement of employees in the day to day management of their work activities. Areas identified where personnel will have a greater input into the work group's functions are, general work practises, training, rosters, coverage, work hours, leave, recruitment and promotion.
- (c) Fundamental to this award, is the commitment and undertaking by employees to provide coverage as necessary, to meet the needs of the business.

1.4 Aim and Objectives of Consent Award

- (a) The consent award seeks to align the requirements of the business with the interests of the employees, by introducing an all inclusive annualised salary based pay structure. The parties to this Consent Award recognise that Solvay Interlox must achieve real and sustained improvements by embracing a philosophy of continuous improvement. The parties agree to demonstrate commitment to the achievement of the following aims and objectives of this Consent Award.
- (b) To increase focus, on the specific needs and values of the business, to remain an internationally competitive manufacturing site with continually improving levels of customer satisfaction, employee satisfaction, product quality and productivity.
- (c) To retain existing personnel skills, develop and utilise these skills to best suit the needs of the business.
- (d) To encourage improved productivity and the ethos of working smarter rather than working longer.
- (e) To increase the level of autonomy, responsibility, self-management of work groups and accountability of employees.
- (f) To create a work environment that eliminates areas of demarcation, increases site flexibility and encourages a greater cooperative approach towards meeting the business's goals and objectives.

1.5 Site Consultative Committee

- (a) A Site Consultative Committee shall form an important role in the implementation and continuing successful operation of this Consent Award. The Consultative Committee shall comprise management and employee representatives and represent a forum for open discussion and input into decision making between parties to this Consent Award.

- (b) The Site Consultative Committee shall comprise proportionate employee representatives from the parties to this Consent Award, normally comprising three (3) members from the AWU and one (1) each from the AMWU, ETU and the NUW, although other personnel may be invited to attend Committee meetings.
- (c) The Site Consultative Committee shall meet on a bi-monthly basis, although additional meetings may be held on an as required basis to address major issues that may impact on the operation of this Consent Award. Chairman of the meeting shall rotate between members of the Consultative Committee. Written minutes of each meeting shall be recorded and distributed to committee members and site noticeboards.
- (d) The Site Consultative Committee shall address a broad range of operational and personnel matters related to the operation of this Site Consent Award, particularly issues relating to the introduction of annualised salaries, work duty functions, coverage and matters that contribute to the efficiency and productivity of the Company's operations. Issues to be addressed by the committee shall include but not be limited to:
 - (i) Monitoring the distribution and number of additional hours worked by employees of the various work groups.
 - (ii) Any coverage or manning issues, relating to annualised salary arrangements.
 - (iii) The handover of responsibility to the work groups, for the management of leave and other day to day functions of the various work groups.
 - (iv) Changes in work functions and duties to increase the flexibility and productivity of the Company's operation.
 - (v) Review of job descriptions, classification and training needs.
 - (vi) Introduction of new technology, policies, procedures and any external decisions that impact on the Company and its employees.
 - (vii) Development of an individual performance based reward or recognition scheme.
 - (viii) Employee's work environment.

Normal industrial relations matters should be initially directed through the Grievance and Dispute Resolution Procedure clause 5.6 and safety issues through the Site Safety Committee.

1.6 Definitions

Consent Award: Refers to the Solvay Interlox Pty Ltd Banksmeadow Site Consent Award 2002.

Company: The Company refers to Solvay Interlox Pty Ltd ACN No. 000 882 137 (Solvay Interlox).

AWU: Australian Workers Union, New South Wales

NUW: National Union of Workers, New South Wales Branch

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

ETU: Electrical Trades Union of Australia, New South Wales Branch

Additional Hours: Hours worked by employees over an above their standard average hours of work. Leave built into employees annual leave entitlement to obtain the average standard hours of work per week, shall not be considered as additional hours worked.

Base Hourly Rate: An hourly rate, excluding all penalties, allowance, overtime, loadings etc. built into employee's salary.

Minimum Skill Attainment Level: Each work group has a minimum skill attainment level, which all personnel within the specific Work Group shall endeavour to attain.

Overtime Factor: The overtime factor for an employee of a work group represents the average hours of overtime historically worked per year by each employee of the work group.

Overtime Hourly Rate: An hourly rate defined for each level of the work group, at which employees will be paid once they qualify for overtime payment. The overtime hourly rate represents double base hourly rates.

Salary Rate: An annualised pay rate, that is inclusive of all previous forms of payment to employee, including a specified overtime component. All payments to employees will be based on their salary rate, unless specified otherwise.

Salary Hourly Rate: An hourly pay rate based on employee's salary. The salary hourly rate is the employee's annual salary divided by 1,976 hours/year.

Work Group: A group of employees with common work duties, functions or tasks.

1.7 Anti Discrimination

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

Note:

1. Employers and Employees may also be subject to commonwealth anti-discrimination legislation.
2. Section 56(d) of the *Anti - Discrimination Act* 1977 provides:

"Nothing in the Act effects...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."

2.0 Remuneration

2.1 Annualised Salary

- (a) All permanent employees shall be paid an annualised salary, which is an all- inclusive amount, prescribed in Table 1 - Annual Salary, of Part B, Monetary Rates. This includes a 3% increase in rates effective from the 1st March 2003.
- (b) The annualised salary includes components, for the following previous forms of payments;
 - (i) Wages
 - (ii) Shift and penalty rates
 - (iii) Site allowance
 - (iv) Training allowances
 - (v) Skill based allowances
 - (vi) Supervisory rates
 - (vii) Travelling, callin and meal allowances
 - (viii) First aid allowances
 - (ix) Attendance payments
 - (x) Dust Money
 - (xi) Annual leave and leave loading
 - (xii) Public Holidays and Picnic Days
- (c) The annualised salary also includes an overtime component or overtime factor. The overtime factor is specific for each work group, based on the amount of overtime hours historically worked by employees of the work group.
- (d) The only other payments to employee's, will be Service Payments and payments for overtime hours as per 2.3.
- (e) All deductions to employee's annualised salary will be at the employee's respective salary hourly rates, as prescribed in Table 2 - Salary Hourly Rates, of Part B, Monetary Rates.
- (f) All work group salary rates will retain a percentage relativity to the respective level 1 salary rates of the work group.

2.2 Overtime Factors

- (a) The following overtime factors have been incorporated into the annualised salary rates for the various work groups;

(i)	Services Work Group	251.8 Hours
(ii)	Organics Work Group	436.1 Hours

(iii)	H2O2 Work Group	156.3 Hours
(iv)	Maintenance - Fitters Work Group	80.0 Hours
(v)	Maintenance - Electrical/Instrument Work Group	40.0 Hours

- (b) The overtime factor for the work groups represents the average overtime hours historically worked per year by each employee of the work group. The overtime factor covers all activities and duties undertaken by work group personnel, that involved the payment of overtime. The above overtime factors have been built into the salary structure of each work group.
- (c) The overtime factors represent a prepayment of an annual number of overtime hours to employees as part of their annualised salary rates.
- (d) The above overtime factors cover the year from the commencement date of this award and from each subsequent anniversary date of the award.
- (e) All employees of the specific work groups are expected to work an equitable annual number of additional hours, thereby ensuring that the needs of the business are shared across all the work group personnel.

2.3 Overtime

- (a) One of the aims of this award is to establish an environment that encourages increased productivity and a culture of all employees working cooperatively and smarter, rather than longer. It is intended that employees will overall work less additional hours, over an above their standard hours of work per week. However, in the event that the situation does arise, the award provides for the payment of overtime, over and above the overtime component already built into employee's salaries.
- (b) Employees shall be paid overtime at the employee's respective overtime hourly rates, as prescribed in Table 3 - Overtime Hourly Rates, of Part B, Monetary Rates, subject to the following conditions;
- (i) No overtime payment will be made to any individual employee, until the total number of additional hours actually worked by all employees of the work group, exceeds the total of the employee overtime factors of the work group.
- (ii) Individual employee's additional hours actually worked, exceeds their overtime factor.
- (iii) Once condition (i) and (ii) are met, all additional hours worked by individual employees per year of the award, shall be paid at the above prescribed overtime rates.
- (iv) Untaken annual leave shall not be considered as additional hours worked. This includes leave built into employees annual leave entitlement to obtain the work group's average standard hours of work per week.
- (c) The prescribed overtime hourly rates, represent double base hourly rates, which excludes shift, penalty, leave loading, overtime and various other allowances.
- (d) Once an employee qualifies for overtime, this will be paid in addition to the employee's monthly salary, in the calendar month following the month in which the qualifying overtime was worked.
- (e) Employees called in to work will be entitled to a minimum four (4) hours work, or in the event of less than four (4) hours work being available, can be credited with a minimum of four (4) additional work hours.
- (f) Employees called in to work once they are eligible for overtime payment as defined in clause 2.3 (b), will be entitled to a minimum of eight (8) hours work, or in the event of less than eight (8) hours work being available, will be paid a minimum of eight (8) hours at the appropriate overtime rate.

2.4 Service Payments

- (a) Permanent employees shall be paid each December a Service Payment of forty dollars (\$40.00) per year for each completed year of service.
- (b) Service Payments shall only be paid to eligible permanent employees who are on the Company's payroll at the time of payment in December.
- (c) No pro-rata payment of Service Payments shall be made on termination.

2.5 Casual Employees

- (a) Casual employees shall be employed on an hourly basis.
- (b) Casual employees shall be paid at base hourly rates, as prescribed in Table 3 - Base Hourly Rates, of Part B, Monetary Rates. In addition casual employees shall be paid a casual loading of twenty percent (20%) when engaged to work in either of the maintenance work groups or twelve percent (12%) when engaged to work in any other work group.
- (c) Casual employees engaged to work shift work, in addition to the rates prescribed above, shall be paid a shift loading of fifteen percent (15%) for afternoon shift and twenty percent (20%) for night shift. Afternoon shift shall be from 1430 hours to 2230 hours and night shift from 2230 hours to 0630 hours.
- (d) Casual employees engaged to work Saturday or Sunday, shall be paid at double base hourly rates.
- (e) Casual employees shall be paid a loading of one twelfth (1/12th) in addition to the above rates, in lieu of annual leave. The payment will be made annually prior to Christmas each year or on termination of employment.

2.6 Contractors

- (a) The base hourly rates, as prescribed in Table 3 - Base Hourly Rates, of Part B, Monetary Rates, shall be used as the relevant site hourly rates for the engagement of any contractors.

3.0 Terms and Conditions of Employment

3.1 Contract of Employment

- (a) Employees shall be employed for the first three (3) months as a probation period on a day by day basis. Employees during the three (3) month period may be terminated by a days notice from either party. Past permanent employees re-employed within twelve (12) months shall not be required to undertake another three (3) month probationary period. The probationary period shall be considered to represent service with the Company.
- (b) After the three (3) months probationary period, employment shall be on a week by week basis. Employment may be terminated by a week's notice by either party, or by the payment or forfeiture of the equivalent of one week's salary rates in lieu of notice. For the purpose of calculation of entitlement, a week shall be 38 hours (40 hours for H2O2 Work group personnel) at salary hourly rates.
- (c) Termination payments will be made pro rata to termination date, based on hours worked. Employee's salary hourly rate will be used for calculation of entitlements.
- (d) Nothing in this Award shall affect the right of the Company to dismiss an employee without notice for malingering, inefficiency, neglect of duty or misconduct. In such case entitlements shall be paid up to the time of dismissal only.

- (e) Casual employees shall be engaged on an hourly basis and employment may be terminated by either party on an hour's notice.

3.2 Payment of Annualised Salary

- (a) All employees shall be paid 1/12th their annual salary by the 15th of each calendar month by electronic funds transfer to a bank account nominated by employees. This clause shall not apply where it is not reasonably practicable for the Company to comply, due to circumstances beyond its direct control.
- (b) In the event an employee's salary fails to be deposited into their account by the above time the Company shall endeavour to make alternative arrangements for payment or part payment of personnel's salary, where late payment presents personal difficulty or hardship.
- (c) The monthly salary shall represent employee's payment for the calendar month in which it is paid i.e. salary paid on the 15th April, will be for the calendar month of April i.e. 1st to 30th.
- (d) The Company shall supply each employee in writing details of;
 - (i) Monthly salary.
 - (ii) Details of any overtime, sick or other leave hours.
 - (iii) Amount deducted for taxation purposes.
 - (iv) Any other deductions.
 - (v) Net amount paid.
 - (vi) Accrued annual leave entitlement
 - (vii) Allocated sick leave
- (e) All changes to salary rates arising from an increase in grading will be made effective from the 1st of the following calendar month.

3.3 Site Flexibility and Demarcation

- (a) There will be no demarcation barriers to site flexibility. All employees have total site flexibility to perform or undertake any work duties or functions the Company may reasonably require, subject to the employee's level of skill and competency to safely perform the task.

3.4 Superannuation

- (a) All employees shall be members of the Solvay Interlox Superannuation Plan. Further details of the superannuation plan and its benefits are available in the superannuation information booklet or through the plan representatives.
- (b) All superannuation contributions for employees in an accumulation superannuation scheme, will be based on their respective annualised salary rates.
- (c) Contributions of employees of defined benefit superannuation scheme, will be based on their base hourly rates prescribed in Table 3 - Base Hourly Rates, of Part B, Monetary Rates. For the purpose of calculation of annual rates, the above base hourly rates will be multiplied by one thousand nine hundred and seventy six (1,976) hours. Employees currently in a defined benefit scheme may elect to transfer to an accumulation scheme at any time.
- (d) Superannuation contributions to employee's superannuation funds will be paid monthly.

3.5 H2O2 Work Group Coverage

- (a) The minimum coverage requirements during non-business hour shifts, for the safe operation of the AO Plant, under periods of stable AO and Hydrogen Plant operation shall be;
 - (i) Minimum of three personnel on site
 - (ii) Minimum of two experienced H2O-2 work group personnel, with competency in operation of the Hydrogen Plant, DCS control system and a qualified boiler attendant.
 - (iii) At least one suitably qualified trained first aider.
- (b) H2O2 work group employees are responsible for ensuring the minimum coverage requirements of the AO Plant are met at all times, except in the case of industrial disputation.
- (c) The existing Site Supervisors for the purpose of this award will be considered as experienced H2O2 work group personnel i.e. equivalent to level 8, and form part of the minimum shift coverage requirements.
- (d) Additional coverage will be required during business hour shifts, major process disturbances, startups etc. The Company also reserves the right to request additional personnel coverage, to ensure the safe operation of the AO process.
- (e) Coverage of suitably qualified personnel may be organised through rostering of personnel (including 5th shift personnel), shift changes and/or call in of personnel.

3.6 H2O2 Work Group Shift Leaders

- (a) Each shift shall designate a level 5 or above H2O2 work group employee as a shift leader. The shift leader shall be responsible for the safe and efficient operation of the entire shift. This includes site responsibilities. The shift leader will submit a log of the shift's operation.
- (b) The existing Site Supervisors may undertake the role of shift leader.
- (c) The shift leader role may alternate between qualified personnel, on a shift by shift basis. However to ensure continuity, there shall be only one nominated shift leader per shift. The shift leader shall handover to the oncoming nominated shift leader.

3.7 Minimum Skill Attainment Level

- (a) All personnel of the respective work groups will undertake training as necessary to obtain the following minimum skill attainment levels set for the individual work groups.

H2O2 Work Group	Level 4
Organics Work Group	Level 4
Services Work Group	Level 3

- (b) The above minimum skill attainment levels have been established to ensure salaried personnel progress their training, such that they may provide coverage within the work group as required.
- (c) Employees that fail to cooperate and actively participate in the required training or achieve the minimum skill attainment level may be subject to disciplinary action as defined within clause 5.8 Disciplinary Action.

3.8 Hours of Work

- (a) All employees apart from the H2O2 work group shall be engaged to work on the basis of an average 38 hour week, on either an 8 hour or 12 hour roster arrangement. The average 38 hours per week will be calculated over a four (4) week period in the case of 8 hour roster personnel or

six (6) weeks for 12 hour roster personnel. Untaken annual leave shall not be considered in the calculation of the 38 hour per week average.

- (b) H2O2 work group personnel shall be engaged to work on the basis of an average 40 hour week on a 12 hour roster arrangement. The average 40 hours per week will be calculated over a four (4) week period. Untaken annual leave shall not be considered in the calculation of the 40 hour per week average. Employee shall not work more than five (5) consecutive twelve (12) hour shifts.
- (c) Employees or work groups may elect to alter their work hours or commencement times with the prior approval of the Company, provided such arrangements does not adversely impact on the business needs of the Company.
- (d) Employees shall not be required to work a shift greater than sixteen (16) hours duration. Employees may elect to work beyond the time, although the Company has the right to veto such action in the interest of the employee's safety.
- (e) Employees shall be entitled to a ten (10) hour break between shifts or hours worked.
- (f) All employees are responsible for the maintaining a record of daily work hours, including any additional hours worked, leave etc.

3.9 Meal Times

- (a) Maintenance work group employees, shall be entitled to an unpaid meal break of thirty (30) minutes per day. Meal times may be altered as necessary to avoid disruption to operations.
- (b) All other work group employees shall take meal breaks as appropriate, during the normal course of their work to avoid disruption to plant operations.
- (c) Employees shall not work longer than five hours without a meal break.
- (d) Employees shall be allowed a twenty (20) minute paid crib break per eight (8) hours worked. Crib breaks may be altered as necessary to avoid disruption to operations.

3.10 First Aid

- (a) H2O2 work group employees level 4 and above and Maintenance work group employees are required to obtain and maintain an approved first aid certificate (St John's Ambulance, Red Cross etc.). Payment for first aid accreditation, has been included in the annualised salary structure of these personnel.
- (b) The Company will pay all direct costs associated with obtaining and renewal of first aid certificates of personnel in clause 3.10 (a).
- (c) No other payments will be paid for first aid.

3.11 Boiler Ticket

- (a) H2O2 work group employees level 3 and above are required to obtain an intermediate boiler operator ticket. Payment for boiler ticket, has been included in the annualised salary structure of these personnel.
- (b) The Company will pay all direct costs associated with obtaining of the intermediate boiler ticket.

3.12 Forklift License

- (a) The following work group employees are required to obtain a forklift license. Payment for a forklift license, has been included in the annualised salary structure of these personnel.
 - (i) Services work group - Levels 1 - 6.
 - (ii) Organics work group - Levels 2 - 6.
 - (iii) H2O2 work group - Levels 3 - 8
- (b) The Company will pay all direct costs associated with obtaining of an approved forklift license.
- (c) Forklift license holders shall always operate forklifts in a responsible manner and ensure the forklifts are maintained in good operating condition when being operated by personnel as part of their work duties.

4.0 Leave

4.1 Leave Arrangements

- (a) In general, the management of employee leave arrangements shall be the responsibility of the various work groups. Leave shall be organised such that it does not unduly impact on the overall work function and duties of the particular work group.
- (b) In the case of the H2O2 Work Group, leave is to be managed primarily at the individual shift level, to ensure that leave does not impact on the minimum shift coverage requirements.
- (c) For the purpose of calculation of leave, the following current standard work hours of the various work groups shall be used i.e.

H2O2 Work Group	12 hours/day
Services Work Group	8 or 12 hours/day
Other Work Groups	8 hours/day

Leave however will be calculated on the basis of any changes to standard work hours per day of the various work groups, subject to such changes being approved by the Company.

- (d) A leave form must be completed by employees for all leave taken. Leave forms must be approved by the Company.

4.2 Annual Leave

- (a) The provisions of the New South Wales *Annual Holiday Act* 1944 as amended shall apply, modified as follows. The Company shall, on request make available for perusal a copy of the aforementioned provisions.
- (b) Permanent employees shall be entitled to the following annual leave:
 - (i) Services Work Group - 264 Hours
 - (ii) Organics Work Group - 264 Hours
 - (iii) H2O2 Work Group - 300 Hours
 - (iv) Maintenance - Fitters Work Group - 264 Hours
 - (v) Maintenance - Electrical/Instrument Work Group - 264 Hours

The above leave entitlement comprises current annual leave and rostered days off (RDO's), and Picnic Day entitlements for other than H2O2 work group personnel.

- (c) Annual Leave shall accrue from the 1st January each year. Employees commencing after that date shall receive pro-rata entitlement.
- (d) All annual leave shall be paid at the employee's current annualised salary rate. Employee annualised salary rates are inclusive of leave loading.
- (e) The Company may nominate for each Work Group up to twelve (12) days per year or a total of one hundred and four (104) hours per year as leave days, to facilitate routine maintenance and other activities. Employees shall be required to take annual leave during these periods if requested by the Company.
- (f) All annual leave must be approved by the Company, prior to the leave being taken.
- (g) The Company may direct employees, with more than 12 months accumulated annual leave entitlements, to take annual leave.

4.3 Sick Leave

- (a) Permanent employees after three (3) months continuous service, who are absent from employment on the account of personal illness or injury, shall be entitled to paid leave of absence at current annualised salary rates subject to the following conditions.
- (b) In the event of personal illness or injury where the employee shall be absent from employment, the employee shall notify the Company as soon as practicable but no later than twenty four (24) hours after the commencement of the absence. Where at all possible notification should be prior to their normal scheduled commencement time, to allow the work group to make alternative arrangements for the coverage where necessary.
- (c) The employee shall as far as practicable state the nature of the illness or injury, whether injury is work related and the estimated duration of the absence.
- (d) On request the employee shall prove to the satisfaction of the Company, by the production of a medical certificate or other satisfactory evidence, that the absence for which sick leave payment is being claimed was on account of personal illness or injury. Absence of more than two consecutive work days, requires the production of suitable documentation.
- (e) Excessive absenteeism will be dealt with initially through the respective work groups, the Site Consultative Committee or ultimately through disciplinary action.
- (f) Permanent employees shall be entitled to ninety six (96) hours sick leave per year. An employee off due to personal illness or injury prior to the completion of three (3) months service may apply for a maximum of twenty four (24) hours sick leave provided the leave is supported by a doctor's certificate.
- (g) Untaken sick leave each year shall accrue, without limit.
- (h) No payment shall be made for any untaken or accumulated sick leave.

4.4 Long Service Leave

- (a) The provisions of the New South Wales *Long Service Act*, 1955 as amended shall apply. The Company shall, upon request make available for perusal a copy of the aforementioned provisions.
- (b) Long service leave shall be paid at the employee's current annualised salary rate.

4.5 Bereavement Leave

- (a) An employee other than a casual employee shall be entitled to up to three days bereavement leave without deduction of pay at current annualised salary rates on each occasion of the death of a person prescribed in (c) below.
- (b) 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. In the case of bereavement leave requested in the case of the death of a de-facto spouse, adequate proof of the de-facto relationship including residence at a common address during a reasonable period immediately preceding decease, shall be provided to the Company and a Statutory Declaration to this effect shall also be provided.
- (c) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in 4.6.1 (c) (ii), provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (d) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (e) Bereavement leave may be taken in conjunction with other leave available under 4.6.2, 4.6.3, 4.6.4, 4.6.5 and 4.6.6. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

4.6 Personal Carer's Leave

4.6.1 Use of Sick Leave -

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person as set out in subparagraph (ii) of paragraph (c) of this subclause who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 4.2 Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal

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

- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household where, for the purpose of this paragraph:
 - (1) "relative" means a person related by blood, marriage or affinity;
 - (2) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - (3) "household" means a family group living in the same domestic dwelling.

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

4.6.2 Unpaid Leave for Family Purpose -

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person as set out in subparagraph (ii) of paragraph (c) of subclause (1) of this clause, who is ill.

4.6.3 Annual Leave

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

4.6.4 Time Off in Lieu of Payment for Overtime

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

4.6.5 Make-up Time

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

4.6.6 Rostered Days Off

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part-day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- (d) This subclause is subject to the employer informing each union, which is both party to the award and which has members employed at the particular enterprise, of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

4.7 Public Holidays

- (a) All payments for public holidays, are built into the employee's annualised salary.
- (b) Employees other than H2O2 work group personnel, would not normally be required to work on gazetted public holidays. In the event that employees other than H2O2 work group personnel are require to work on a gazetted public holiday, all hours worked will be considered as additional work hours for the calculation of overtime eligibility.
- (c) Annual Leave and Long Service Leave shall be extended by one day for each Public Holiday that the employee would normally be rostered to work, that falls within the period of Annual or Long Service Leave.

4.8 Parental Leave

- (a) The provisions of Division 3 Parental Leave, of the New South Wales *Industrial Relations Act 1996*, apply to and are deemed to form part of this Consent Award. Parental leave covers maternity, paternity and adoption leave.
- (b) The Company shall, upon request make available for perusal a copy of the aforementioned provisions.

4.9 Jury Service

- (a) An employee shall notify the Company as soon as possible on formal notification of requirement to attend court for jury service. The employee shall provide documentary proof of attendance, duration and amount received in respect of such jury service. The Company shall on presentation of above, make up the difference between jury service payment and the employee's salary.
- (b) In the event an employee is not required to serve jury service after presenting for court, the employee shall return to work at the earliest possible convenience. It may be that only part of a day is required for jury obligations.

- (c) Jury service shall not extend any period of annual leave, long service leave or any other period of leave that the employee may be taking at that time.

4.10 Process Shutdowns

- (a) The Company reserves the right to nominate one period per year for the annual shutdown of plants for maintenance purposes. Provided one (1) month notice of such shutdown is given, employee may be required to take leave.

4.11 Discretionary Leave

- (a) In circumstances of genuine need or hardship, employees may request additional leave from the Company. Normally employees would be expected to have used all their existing leave entitlements, before applying for any discretionary leave. Such leave shall be at the discretion of the Company, as to whether it is paid or unpaid leave. Employees should discuss requirements with their respective Manager.

5.0 Other Provisions

5.1 Protective Clothing

- (a) The Company shall supply to all employees protective clothing and additional safety equipment suitable for the safe performance of employee duties. The employee shall wear the specified protective clothing and safety equipment.
- (b) Protective clothing and other equipment issued to employees shall remain the property of the Company at all times. The employee shall take all reasonable care and responsibility for the maintenance of clothing and equipment issued to them.
- (c) Employees shall return all protective clothing and equipment issued on termination of employment. The Company may deduct reasonable costs considering the age and condition of protective clothing or equipment from an employees final termination payment in the event such equipment is not returned to the Company.
- (d) The Company shall be responsible for the supply of laundering services for Company issued protective clothing.

5.2 Right of Entry

- (a) The provisions of the New South Wales *Industrial Relations Act 1996*, covering the right of entry, shall apply to this Consent Award.

5.3 Workplace Health and Safety

- (a) The Company and employees shall comply with the requirements of the *Occupational Health and Safety Act 1983*, as amended and with Regulations made under the Act.
- (b) The provisions of the *New South Wales Workers Compensation Act 1987* as amended shall apply.
- (c) Employees shall ensure all work is performed in a safe and responsible manner, with particular attention to the maintenance of housekeeping standards.
- (d) All permanent employees shall attend bi-annual, safety training sessions conducted over an eight (8) hour period.

- (e) All employees retain the right to refuse to undertake work on the grounds of safety concerns. In such cases the Company's refusal to work on the grounds of safety procedure, shall apply.

5.4 Termination of Employment

- (a) Termination of employment by the Company shall not be harsh, unjust or unreasonable. Termination may be made without notice in the event of gross misconduct or with notice in the event of disciplinary action taken under 5.8.
- (b) Prior to any termination the employee shall be formally advised that his/her actions or performance are unacceptable to the Company and they then be given the opportunity to give reason(s) why the Company should not terminate their employment contract.

5.5 Company Policies, Procedures and Rules

- (a) All employees shall comply with the policies, procedures and rules of the Company.
- (b) All employees shall work within and comply with any Government regulations that directly affect the Company's operations and business.
- (c) The Company's Anti Discrimination and Harassment policy will operate on principles designed to prevent and eliminate discrimination in the workplace consistent with the objectives of the *Industrial Relations Act 1996*.

5.6 Grievance & Dispute Resolution Procedure

- (a) It is in the interests of all parties that grievances and disputes are resolved speedily and effectively without recourse to industrial action, avoiding disruption to operations and potential loss of employee salary. The following procedure is intended to facilitate the resolution of grievance and disputes informally at the lowest level of direct contact possible. All work shall continue without any bans or limitations being imposed whilst the grievance and dispute resolution procedure is being implemented.
- (b) In the event of a grievance or dispute the following stages shall be followed as speedily as practicable allowing reasonable time for sensible discussion at each stage, with the aim of resolving the grievance or dispute through conciliation at the lowest level possible.

Stage 1 If possible without escalating the situation, the employee should attempt to raise and discuss the issue with the other person involved, his/her work group colleagues or if it involves a Company issue with his/her immediate Supervisor or Manager. All attempts should be made to resolve the issue at this level avoiding any formal recourse or direct involvement of Delegates or senior management.

Stage 2 If the matter cannot be resolved at Stage 1, the employee shall formally raise the issue with the Department or Area Manager. A meeting between the employee, Manager and any other relevant personnel shall then be organised. The Site Consultative Committee should also be considered as a useful forum to resolve the issue.

Stage 3 If the matter cannot be resolved at Stage 2, a meeting between the employee, Delegate, and Production or other senior Manager shall be organised to resolve the matter. At this stage the Delegate may wish to refer the matter to the respective Industrial Organisation Organiser or Industrial Advocate for advice or intervention prior to reconvening a further meeting. Similarly the Company's representative may seek further advice from the Company's Managing Director or other source, in an attempt to resolve the matter in house.

Stage 4 If the matter is still not resolved, it may be referred by either party to the Industrial Relations Commission of New South Wales in order for the Industrial Relations Commission to exercise its function under the *Industrial Relations Act 1996*.

- (c) Employees may elect to involve their respective Delegate at any stage of the grievance and dispute resolution procedure, however in the interests of the speedy resolution of matters it is preferable that Delegates should only become directly involved at stage 3 of the above procedure.
- (d) No party in a dispute shall be prejudiced by the continuation of normal operations whilst the grievance and dispute resolution procedures are being followed.

5.7 Abandonment of Employment

- (a) An employee absent from work for a period of more than two (2) days without the consent of the Company or without notification to the Company, shall have deemed to have abandoned his/her employment with the Company and shall be terminated without notice.
- (b) Notwithstanding paragraph (a) of this subclause, reinstatement of employment will be considered in the event that the employee is physically unable to provide notification to the Company.

5.8 Disciplinary Action

- (a) In the event that an employee's performance or action's are considered to be unsatisfactory the employee's work group colleagues should initially discuss or counsel the employee, about his/her actions or aspects of his/her performance that is considered as unsatisfactory to the work group and what standard(s) is expected of the employee.
- (b) In the event that the employee's performance or actions continues to be unacceptable and/or fails to respond to the initial counselling, the matter may be referred to the Site Consultative Committee, if considered appropriate as an effective means to deal with the situation. The Committee may request the presence of the employee at the meeting.
- (c) If the employee's performance or actions continues to be unacceptable and/or fails to respond to the above counselling, the matter should be directed to his/her Manager. The Manager may either consider further counselling or organise a formal interview of the employee. The formal interview process is outlined below.
 - (i) The employee shall be notified that he/she shall be given a formal interview and the reason for the interview. The employee should be encouraged to have a work group colleague or delegate present at the interview.
 - (ii) The formal interview shall be attended by the employee, any co employee, the employee's Manager and other personnel as deemed appropriate i.e. Production Manager or other employees.
 - (iii) The reason for the interview should be clearly stated at the commencement of the interview, after which the employee shall be given the opportunity to respond. The employee shall then be advised of what actions are to be taken and a time or period set to review the employee's performance.
 - (iv) A written record of the interview shall be taken. All personnel present at the interview should then sign the record of interview. Signature does not necessarily represent personal agreement with the reasons or actions taken in the interview but rather the document represents a fair and reasonable summary of the interview. Copies of the record of interview shall be given to all parties that have signed, the employee's Manager and the Production Manager.
- (d) Further formal interviews may be held if the employee's performance or actions remain of an unsatisfactory nature. In the event of an employee's second formal interview the employee shall

be advised that continued poor performance necessitating a further formal interview may result in the termination of the employee's employment with the Company.

- (e) The degree or extent of action(s) taken during formal interview shall be commensurate with the level of the employee's unsatisfactory performance and the number of interviews. Such actions may include but shall not necessarily be limited to, compulsory training/counselling, temporary demotion of grading, the change of shift, temporary suspension and ultimately termination of employment.

5.9 Redundancy

- (a) Redundancy will occur when the Company has made a definitive decision that it can no longer find suitable work for an employee and this decision results in the requirement to terminate the employment of an employee.
- (b) In the event of the redundancy of an employee the following notice of termination will be provided or payment made in lieu of notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 to 2 years	2 weeks
2 to 3 years	3 weeks
Greater than 3 years	4 weeks

- (c) An employee whose employment is terminated due to redundancy shall be entitled to the following severance payment related to years of completed continuous service:

Period of Continuous Service	Weeks of Severance Pay
1 to 13 completed years	3 weeks per year of service

The Company's liability in respect of this clause will be a maximum of thirty nine (39) weeks severance pay irrespective of the length of service of an employee.

For the purpose of calculation of entitlement, a week shall be 38 hours (40 hours for H2O2 Work Group personnel) at salary hourly rates.

- (d) The Company shall not be liable for the payment of severance pay as provided under paragraph (c) of this subclause, if the Company offers the employee alternative permanent work on site for which the employee is competent to perform.

5.10 No Extra Claims

- (a) There shall be no further salary increases or claims during the term of this award.

PART B

SALARY MONETARY RATES

Table 1 - Annual Salary

Personnel		Annual Salary Rates	
% Relativity		1.3.2002	1.3.2003 3% Increase
Service Work Group Personnel			
Level 1	100.0%	\$46,500.00	\$47,895.00
Level 2	107.5%	\$49,987.50	\$51,487.13
Level 3	112.5%	\$52,312.50	\$53,881.88
Level 4	115.0%	\$53,475.00	\$55,079.25
Level 5	117.5%	\$54,637.50	\$56,276.63

Level 6	122.5%	\$56,962.50	\$58,671.38
Organics Work Group Personnel			
Level 1	100.0%	\$50,800.00	\$52,324.00
Level 2	105.0%	\$53,340.00	\$54,940.20
Level 3	110.0%	\$55,880.00	\$57,556.40
Level 4	112.5%	\$57,150.00	\$58,864.50
Level 5	115.0%	\$58,420.00	\$60,172.60
Level 6	120.0%	\$60,960.00	\$62,788.80
H2O2 Work Group Personnel			
Level 1	100.0%	\$55,600.00	\$57,268.00
Level 2	105.0%	\$59,770.00	\$61,563.10
Level 3	112.5%	\$65,330.00	\$67,289.90
Level 4	122.5%	\$69,500.00	\$71,585.00
Level 5	130.0%	\$72,280.00	\$74,488.40
Level 6	135.0%	\$75,060.00	\$77,311.80
Level 7	140.0%	\$77,840.00	\$80,175.20
Level 8	145.0%	\$80,620.00	\$83,038.60
Maintenance Personnel - Fitters			
Level 1	100.0%	\$50,000.00	\$51,500.00
Level 2	105.0%	\$52,500.00	\$54,075.00
Level 3	110.0%	\$55,000.00	\$56,650.00
Level 4	112.5%	\$56,250.00	\$57,937.50
Level 5	115.0%	\$57,500.00	\$59,225.00
Level 6	117.5%	\$58,750.00	\$60,512.50
Maintenance Personnel - Electrical/Instrument			
Level 1	105.0%	\$52,500.00	\$54,075.00
Level 2	110.0%	\$55,000.00	\$56,650.00
Level 3	115.0%	\$57,500.00	\$59,225.00
Level 4	125.0%	\$62,500.00	\$64,375.00
Level 5	130.0%	\$65,000.00	\$66,950.00
Level 6	135.0%	\$67,500.00	\$69,525.00

Table 2 - Salary Hourly Rates

Personnel	Salary Hourly Rates	
	1.3.2002	1.3.2003 3% Increase
Service Work Group Personnel		
Level 1	\$23.5324	\$24.2384
Level 2	\$25.2973	\$26.0562
Level 3	\$26.4739	\$27.2682
Level 4	\$27.0622	\$27.8741
Level 5	\$27.6506	\$28.4801
Level 6	\$28.8272	\$29.6920
Organics Work Group Personnel		
Level 1	\$25.7085	\$26.4798
Level 2	\$26.9939	\$27.8037
Level 3	\$28.2794	\$29.1277
Level 4	\$28.9221	\$29.7897
Level 5	\$29.5648	\$30.4517
Level 6	\$30.8502	\$31.7757
H2O2 Work Group Personnel		
Level 1	\$28.1377	\$28.9818
Level 2	\$30.2480	\$31.1554
Level 3	\$33.0617	\$34.0536

Level 4	\$35.1721	\$36.2272
Level 5	\$36.5789	\$37.6763
Level 6	\$37.9858	\$39.1254
Level 7	\$39.3927	\$40.5745
Level 8	\$40.7996	\$42.0236
Maintenance Personnel - Fitters		
Level 1	\$25.3036	\$26.0628
Level 2	\$26.5688	\$27.3659
Level 3	\$27.8340	\$28.6690
Level 4	\$28.4666	\$29.3206
Level 5	\$29.0992	\$29.9722
Level 6	\$29.7318	\$30.6237
Maintenance Personnel - Electrical/Instrument		
Level 1	\$26.5688	\$27.3659
Level 2	\$27.8340	\$28.6690
Level 3	\$29.0992	\$29.9722
Level 4	\$31.6296	\$32.5784
Level 5	\$32.8947	\$33.8816
Level 6	\$34.1599	\$35.1847

Table 3 - Base Hourly & Overtime Rates

Personnel	Base Hourly & Overtime Rates			
	1.3.2002		1.3.2003 3% Increase	
	Base Hr	Overtime	Base Hr	Overtime
Service Work Group Personnel				
Level 1	\$15.4045	\$30.8090	\$15.8666	\$31.7333
Level 2	\$16.5739	\$33.1478	\$17.0711	\$34.1422
Level 3	\$17.3535	\$34.7070	\$17.8741	\$35.7482
Level 4	\$17.7433	\$35.4866	\$18.2756	\$36.5512
Level 5	\$18.1331	\$36.2662	\$18.6771	\$37.3542
Level 6	\$18.9127	\$37.8254	\$19.4801	\$38.9602
Organics Work Group Personnel				
Level 1	\$15.6100	\$31.2200	\$16.0783	\$32.1566
Level 2	\$16.3988	\$32.7976	\$16.8908	\$33.7815
Level 3	\$17.1878	\$34.3756	\$17.7034	\$35.4069
Level 4	\$17.5822	\$35.1644	\$18.1097	\$36.2193
Level 5	\$17.9766	\$35.9532	\$18.5159	\$37.0318
Level 6	\$18.7655	\$37.5310	\$19.3285	\$38.6569
H2O2 Work Group Personnel				
Level 1	\$15.4050	\$30.8100	\$15.8672	\$31.7343
Level 2	\$16.4720	\$32.9440	\$16.9662	\$33.9323
Level 3	\$18.0208	\$36.0416	\$18.5614	\$37.1228
Level 4	\$18.9734	\$37.9468	\$19.5426	\$39.0852
Level 5	\$19.7479	\$39.4958	\$20.3403	\$40.6807
Level 6	\$20.5224	\$41.0448	\$21.1381	\$42.2761
Level 7	\$21.2968	\$42.5936	\$21.9357	\$43.8714
Level 8	\$22.0712	\$44.1424	\$22.7333	\$45.4667
Maintenance Personnel - Fitters				
Level 1	\$21.3804	\$42.7608	\$22.0218	\$44.0436
Level 2	\$22.3425	\$44.6850	\$23.0128	\$46.0256
Level 3	\$23.5184	\$47.0368	\$24.2240	\$48.4479
Level 4	\$24.0529	\$48.1058	\$24.7745	\$49.5490

Level 5	\$24.5874	\$49.1748	\$25.3250	\$50.6500
Level 6	\$25.1219	\$50.2438	\$25.8756	\$51.7511
Maintenance Personnel - Electrical/Instrument				
Level 1	\$23.2445	\$46.4890	\$23.9418	\$47.8837
Level 2	\$24.3514	\$48.7028	\$25.0819	\$50.1639
Level 3	\$25.4583	\$50.9166	\$26.2220	\$52.4441
Level 4	\$27.6720	\$55.3440	\$28.5022	\$57.0043
Level 5	\$28.7789	\$57.5578	\$29.6423	\$59.2845
Level 6	\$29.8860	\$59.7720	\$30.7826	\$61.5652

T. M. KAVANAGH J.

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(1614)

SERIAL C1453**TRAINING WAGE INTERIM (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Labor Council of New South Wales, State peak council for employees.

(No. IRC 4157 of 2002)

Before The Honourable Justice Wright, President

30 July 2002

VARIATION

1. Delete subclause (d) of clause 7, Wages, of the award published 26 April 2002 (332 I.G. 1248) and insert in lieu thereof the following:

- (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2002. These adjustments may be offset against:
- (i) any equivalent overaward payments; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

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

PART B

MONETARY RATES

Table 1 - Weekly Rates - Industry/Skill Level A

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	200.00	219.00	265.00
Plus 1 year out of school	219.00	265.00	309.00
Plus 2 years	265.00	309.00	359.00
Plus 3 years	309.00	359.00	410.00
Plus 4 years	359.00	410.00	410.00
Plus 5 years or more	410.00	410.00	410.00

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

Table 2 - Weekly Rates - Industry/Skill Level B

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

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	200.00	219.00	255.00
Plus 1 year out of school	219.00	255.00	294.00
Plus 2 years	255.00	294.00	345.00
Plus 3 years	294.00	345.00	392.00
Plus 4 years	345.00	392.00	392.00
Plus 5 years or more	392.00	392.00	392.00

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

Table 3 - Weekly Rates - Industry/Skill Level C

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	200.00	219.00	247.00
Plus 1 year out of school	219.00	247.00	278.00
Plus 2 years	247.00	278.00	311.00
Plus 3 years	278.00	311.00	347.00
Plus 4 years	311.00	347.00	347.00
Plus 5 years or more	347.00	347.00	347.00

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

Table 4 - School-Based Traineeships

	Year of schooling	
	Year 11 \$	Year 12 \$
School based Traineeships Skill Levels A, B and C	200.00	219.00

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

Table 5 - Hourly Rates for Trainees who Have Left School

SKILL LEVEL A			
	YEAR 10 \$	YEAR 11 \$	YEAR 12 \$
School leaver	6.58	7.20	8.72
Plus 1 year after leaving school	7.20	8.72	10.16
Plus 2 years	8.72	10.16	11.81
Plus 3 years	10.16	11.81	13.49
Plus 4 years	11.81	13.49	13.49
Plus 5 years or more	13.49	13.49	13.49
SKILL LEVEL B			
School leaver	6.58	7.20	8.39
Plus 1 year after leaving school	7.20	8.39	9.67
Plus 2 years	8.39	9.67	11.35
Plus 3 years	9.67	11.35	12.89
Plus 4 years	11.35	12.89	12.89
Plus 5 years or more	12.89	12.89	12.89
SKILL LEVEL C			
School leaver	6.58	7.20	8.13
Plus 1 year after leaving school	7.20	8.13	9.14
Plus 2 years	8.13	9.14	10.23
Plus 3 years	9.14	10.23	11.41
Plus 4 years	10.23	11.41	11.41
Plus 5 years or more	11.41	11.41	11.41

Table 6 - Hourly Rates for School-Based Traineeships

	Year of Schooling	
	Year 11 \$	Year 12 \$
Skills Levels A, B and C	6.58	7.20

3. This variation shall take effect from the first full pay period to commence on or after 1 August 2002.

F. L. WRIGHT *J, President.*

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(438)

SERIAL C1385

MANNEQUINS AND MODELS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 3532 and 3533 of 2002)

Before The Honourable Mr Justice Peterson

27 June 2002

VARIATION

1. Delete subclause (a) of clause 4, Arbitrated Safety Net Adjustment of the award published 13 January 1995 and the reviewed award published 9 February 2001 (322 I.G. 172) 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 subclause (c) of clause 5, Supported Wage, and insert in lieu thereof the following:

(c) Supported Wage Rates - Employees to whom this clause applies shall be paid the appropriate percentage of the minimum rate of pay prescribed by this award for the class of work which the person is performing, according to the following schedule:

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

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

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

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

Table 1 - Rates of Pay

Description	Annual Leave \$	Total Rate \$
Single parades concluding up to and including 6.00pm	8.55	110.99
Single parades concluding after 6.00pm	9.27	120.44
Rehearsals	1.35	17.60
Manufacturer's and/or Agents day showings - One showing - not exceeding two hours		
City	2.83	36.78
Suburbs	3.25	42.24
Half-day showing - not exceeding four hours		
City	4.81	62.49
Suburbs	5.22	67.97
Full-day showing - not exceeding eight hours		
City	8.31	108.04
Suburbs	8.75	113.88
Work performed before 9.00am or after 5.30pm	1.35	17.60
Evening showing independent of day showings	8.02	103.06

Not more than three consecutive hours, Monday to Friday, City plus Chatswood and Bondi	4.57	60.06
Suburbs excluding Chatswood and Bondi	5.30	69.50
Not more than one and a half consecutive hours, Saturday, City plus Chatswood and Bondi	2.78	35.94
Suburbs excluding Chatswood and Bondi	3.00	38.85
Work performed by other than in accordance with the above hours	1.35	17.60
Up to and including one hour	2.45	31.82
Up to and including two hours	4.31	55.93
Up to and including three hours	6.35	82.55
Up to and including four hours	8.19	105.99
Up to and including five hours	9.81	126.92
Up to and including six hours	11.86	153.98
Up to and including seven hours	13.38	174.32
Up to and including eight hours	15.39	200.19

4. Delete Item numbers 1 and 2 of 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	3 Part A (iv)(a) and (b)	Comperes: (a) not required to prepare own script (b) required to prepare own script	7.14 14.08
2	3 Part C	Fitting of garments other than on the day of engagement	21.74 per hour

5. This variation shall take effect from the first pay period commencing on or after 6 July 2002.

R. J. PETERSON *J.*

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(389)

SERIAL C1387

ICE CREAM MAKERS (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 3979 of 2002)

Before The Honourable Mr Justice Peterson

16 July 2002

VARIATION

1. Delete clause 7, State Wage Case Adjustments, of the award published 9 November 1983 and the reviewed award published 21 September 2001 (327 I.G. 1037), as varied, and insert in lieu thereof the following:

7. State Wage Case Adjustments

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

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

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

PART B
MONETARY RATES

Table 1 - Wages

Classification	Former Rate Per Week \$	SWC May 2002 \$	Wage Total Per Week \$
Ice Cream Productions Assistant - General Hand Packer	419.80	18.00	437.80
	419.80	18.00	437.80
Ice Cream Manufacturer Grade 1 - Stretchwrap operator / forklift operator Trainee Operator Other Operator	436.00	18.00	454.00
	428.80	18.00	446.80
	428.80	18.00	446.80
Ice Cream Manufacturer Grade 2 - Operator auto filler Operator manual filler Assistant ice cream mixer	443.30	18.00	461.30
	436.00	18.00	454.00
	433.90	18.00	451.90
Ice Cream Manufacturer Grade 3 - Ice Cream Mixer Operator moulding and freezing Cake decorator	454.70	18.00	472.70
	451.30	18.00	469.30
	451.30	18.00	469.30

Junior Employees

Classification	Former Rate Per Week \$	SWC May 2002 \$	Wage Total Per Week \$
Under 17 years of age	191.50	6.70	198.20
At 17 and under 18 years of age	226.70	7.90	234.60
At 18 years of age			Adult Rate

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount Per Week \$
1		Leading Hands - Leading hands shall, in addition to their appropriate rate of pay, be paid the following amounts: In charge of two and up to five employees inclusive In charge of six and up to ten employees inclusive In charge of more than ten employees	 19.45 24.65 28.35
2		Casual employees - Casual employees shall be paid one-fortieth of the appropriate weekly wage, plus 20 per cent thereof per hour.	
3	12	Meal Allowance	10.09 per

			occasion
4	28	First-aid Allowance	10.35 per week
5	15(ii)	Laundry Allowance	16.40 per week
6	5(iii)(e)	Shift Allowance	13.95 per shift

3. This variation shall come into effect on the first full pay period to commence on or after 1 August 2002.

R. J. PETERSON *J.*

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(747)

SERIAL C1386

FOOD PRESERVERS (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 3980 of 2002)

Before The Honourable Mr Justice Peterson

16 July 2002

VARIATION

- Delete clause 15, State Wage Case Adjustments, of the award published 9 August 1978, reprinted 24 January 1992 and the reviewed award published 16 November 2001 (329 I.G. 489), as varied, and insert in lieu thereof the following:

15. State Wage Case Adjustments

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

- (A) any equivalent overaward payments; and/or

- (B) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B - Monetary Rates - Table 1- Wages, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wages

Adult Classification	Former Rate Of Pay \$	SWC 2002 \$	Weekly Rate of Pay \$
Group 1	442.90	18.00	460.90
Group 2	438.10	18.00	456.10
Group 3	434.50	18.00	452.50
Group 4	430.80	18.00	448.80
Group 5	426.60	18.00	444.60
Group 6	424.00	18.00	442.00
Forklift with lifting capacity up to and including 4.5 tonnes	442.90	18.00	460.90
Forklift capacity over 4.5	449.20	18.00	467.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount
1	4.2	Number of employees - less than 3 employees 3 to 10 employees 11 to 20 employees 21 or more employees	\$10.45 per week \$16.25 per week \$24.85 per week \$35.30 per week
2	7.2	Wet Places	\$0.55 per hour extra
3	7.3	Dirty Work	\$0.84 per hour extra (\$1.58 minimum)
4	7.4	Heavy Weights	\$0.40 extra per hour or part thereof
5	7.5	Carton Stacking	\$0.33 extra per hour or part thereof
6	7.6.1	Cold Temperatures (between minus 1° and 7° Celsius)	\$0.55 per hour
7	7.6.2	Cold Temperatures (between 8° and minus 18° Celsius)	\$0.84 per hour
8	7.6.3	Cold Temperatures (below minus 18° Celsius)	\$1.39 per hour
9	7.8.2	Pea-vining	\$5.50 per week

10	7.10	Fumigation Gas	\$7.05
11	13.7.1	Meal Allowance	\$13.20
12	14.2	First-aid	\$2.67 per day extra

3. This variation shall take effect from the first full pay period to commence on or after 1 August 2002.

R. J. PETERSON *J.*

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(707)

SERIAL C1383

VAN SALES EMPLOYEES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 3528 and 3529 of 2002)

Before Commissioner McKenna

21 June 2002

VARIATION

1. Delete clause 5, Arbitrated Safety Net Adjustment, of the award published 3 November 1982, reprinted 11 October 1991 and the reviewed award published 7 September 2001 (327 I.G. 529), 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 May 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 - Wages, of Part B, Monetary Rates, and insert in lieu thereof the following:

Classification	Former Rate Per Week \$	SWC 2002 \$	Total Rate Per Week \$
Van Sales Employees Local - In charge of a vehicle with a carrying capacity of:			
up to or equal to 2 tonnes	457.40	18.00	475.40
over 2 and up to 5 tonnes	461.10	18.00	479.10
over 5 tonnes	465.30	18.00	483.30
Van Sales Employees Country - In charge of a vehicle with a carrying capacity of:			
up to or equal to 2 tonnes	472.10	18.00	490.10
over 2 and up to 5 tonnes	476.00	18.00	494.00
over 5 tonnes	480.40	18.00	498.40

The carrying capacity shall be the difference between the tare weight and the aggregate weight as shown on the vehicle registration certificate.

3. Delete Item numbers 1, 6 and 7 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	5(ii)	Allowance for driving refrigerated vans	6.30 per week
6	44(vi)	Technical Qualification Allowance	14.90 per week
7	44(vii)	Washing of any vehicle	7.00

4. This variation shall take effect from the first full pay period to commence on or after 30 June 2002.

D. S. McKENNA, Commissioner.

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(057)

SERIAL C1478

BRICK AND PAVER INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 3513 of 2002)

Before The Honourable Justice Kavanagh

25 June 2002

VARIATION

1. Delete subclause 5.2.1, Safety Net Adjustments, of clause 5.2, Wages, of the award published 1 September 2000 (318 I.G. 236), as varied, and insert in lieu thereof the following:

5.2.1 State Wage Case Adjustments

The rates of pay in this award include the adjustment payable under the State Wage Case of May 2002. This adjustment may be offset against.

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

State Wage Case	Increase \$	Allowances %
May 2000	15.00	3.1
May 2001	13.00/15.00	3.0
May 2002	18.00	3.5

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

PART B

MONETARY PAYMENTS

Table 1 - Wages

- (a) Automated and Semi-automated Yards:

Classification	Award Rate Per Week \$	Safety Net Adjustment \$	Total Rate Per Week \$
Division A	447.60	18.00	465.60
Division B	464.50	18.00	482.50
Division C	477.50	18.00	495.50
Division D	492.50	18.00	510.50
Division E	517.40	18.00	535.40

- (b) Manually Operated Yards:

Classification	Award Rate Per Week \$	Safety Net Adjustment \$	Total Per Week \$
Division A	447.60	18.00	465.60
Division B	460.30	18.00	478.30
Division C	464.50	18.00	482.50
Division D	477.50	18.00	495.50
Division E	517.40	18.00	535.40

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	5.1.3	Leading Hand	26.85 per week
2	6.3.3	Meal allowance	7.10, then 5.85 for each subsequent meal
3	5.5.2(a)	Shift allowance - rotating day-afternoon, day-night day-afternoon-night shift	6.70 per shift
4	5.5.2(b)	Shift allowance - rotating afternoon-night or permanent afternoon shift	10.00 per shift
5	5.5.2(c)	Shift allowance - permanent night shift	19.75 per shift
6	5.6.1	Piecework	1.90 per day
7	5.6.6	Hand Setting - Intermittent Fired Kilns - Standard Bricks	0.34 per thousand
		Hand Setting - Intermittent Fired Kilns - Outside Bricks	0.73 per thousand
8	5.6.6	Hand Setting - Standard Face Bricks	0.36 per thousand

		Outside Bricks	0.59 per thousand
9	4.6.3	Attending - 3 Oil Fire Kilns 4 Oil Fire Kilns	9.20 per shift or part thereof 21.30 per shift or part thereof
10	4.7.6	Stacking Bricks - up to 9 metres from wicket more than 9 metres from wicket classers - more than 37 metres from wicket	2.32 per thousand 0.75 per thousand for each further 9 metres or part thereof 1.40 per thousand then 0.93 for each additional 9 metres
11	5.5.3	Travel allowance	2.90 per day
12	5.5.4	Manganese Dioxide - handling	0.46 per hour
13	5.5.5	First-aid	\$1.75 per day

3. This variation shall take effect from the beginning first pay period to commence on or after 14 July 2002.

T. M. KAVANAGH J.

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(544)

SERIAL C1479

POTTERY INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 3515 of 2002)

Before The Honourable Justice Kavanagh

25 June 2002

VARIATION

1. Delete subclause 5.3.2 of clause 5.3, Wages, of the award published 1 June 2001 (325 I.G. 87), as varied, and insert in lieu thereof the following:

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

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

State Wage Case	Increase \$	Allowances %
May 2000	15.00	3.1
May 2001	13.00	3.0
May 2002	18.00	3.5

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

PART B

MONETARY RATES AND ALLOWANCES

Table 1 - Monetary Payments

Classification	Award rate per week	Safety Net Adjustment	Total rate per week
	\$	\$	\$
Modeller Group I	466.60	18.00	484.60
Modeller Group II	451.60	18.00	469.60
Block and/or Case Maker	436.40	18.00	454.40
Kiln Operator	429.80	18.00	447.80
Ceramic Drill Operator	425.90	18.00	443.90
Caster (a)	425.80	18.00	443.80
Caster (b)	419.50	18.00	437.50
Mould Maker	425.80	18.00	443.80
Surface Grinder	425.80	18.00	443.80
Split Tile Extrusion Section	424.70	18.00	442.70
Spray Gun Operator (a)	423.70	18.00	441.70
Spray Gun Operator (b)	419.00	18.00	437.00
Examiner or Packer (a)	423.70	18.00	441.70
Examiner or Packer (b)	423.00	18.00	441.00
Kiln setting	420.60	18.00	438.60
Glazer (a)	418.50	18.00	436.50
Glazer (b)	411.70	18.00	429.70
Grinder or Cutter	417.90	18.00	435.90
Clay Mixer	417.90	18.00	435.90
Glaze Mixer	417.30	18.00	435.30
Extruder Operator	417.30	18.00	435.30
Hand Decorator, Ornamentor and/or Flower Maker	415.20	18.00	433.20
Cistern Assembler	415.40	18.00	433.40
Grinder of raw materials, pump and/or filter press attendant	415.40	18.00	433.40
Factory Cleaner	415.10	18.00	433.10
General Hand	415.10	18.00	433.10
Boxer or wrapper	410.10	18.00	428.10
Forklift Driver	433.10	18.00	451.10
Front End Loader Driver (a)	439.70	18.00	457.70
Front End Loader Driver (b)	446.40	18.00	464.40
Laboratory Assistant	438.40	18.00	456.40
Laboratory Tester	426.40	18.00	444.40
Finisher, Tow Wheel or sand-papering but not including caster	416.10	18.00	434.10
Maintenance Operator	449.80	18.00	467.80

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount
			\$
1	5.5.1	Industry Allowance	17.80 per week

2	5.2.2	Leading Hand (1-7 employees) Leading Hand (over 7 employees)	19.00 per week 25.45 per week
3	6.2.3	Meal Allowance	7.20 for each meal
4	5.5.2 (a)	Shift allowance - rotating day/afternoon, day/night, day/afternoon/night shift	6.70 per shift
5	5.5.2 (b)	Shift allowance - rotating afternoon/night shift	10.00 per shift
6	5.5.2 (c)	Shift allowance - permanent night shift	19.55 per shift
7	5.5.4	First-aid Allowance	1.70 per day

3. This variation shall take effect from the first full pay period commencing on or after 14 July 2002.

T. M. KAVANAGH J.

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(575)

SERIAL C1469

REFRACTORY INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 3514 of 2002)

Before The Honourable Justice Kavanagh

25 June 2002

VARIATION

1. Delete clause 5, State Wage Case Adjustments, of the award published 5 October 2001 (328 I.G. 383), as varied, and insert in lieu thereof the following:

5. State Wage Case Adjustments

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

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

State Wage Case	Increase \$	Allowances %
May 2000	15.00	3.1
May 2001	13.00	3.0

May 2002	18.00	3.5
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2. Delete Table 1 - Wages and Table 2 - Other Rates and Allowances, appearing in Monetary Rates, and insert in lieu thereof the following:

Table 1 - Wages

Classification	Former rate per week (\$)	SWC 2002 (\$)	Total per week (\$)
Basic Entry Level	413.80	18.00	431.80
Level 1	432.10	18.00	450.10
Level 2	443.30	18.00	461.30
Level 3	455.50	18.00	473.50
Level 4	473.00	18.00	491.00

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	Amount (\$)
1	9.3	Industry Allowance	17.80 per week
2	11.2	Leading Hand	30.35 per week
3	16.4	Meal Allowance each subsequent meal	7.40 6.25
4	18.1(a)	Shift Allowance (rotating day afternoon, day-night, day-afternoon-night shift)	6.70 per shift
5	18.1(b)	Shift Allowance (rotating afternoon-night shift)	9.90 per shift
6	18.1(c)	Shift Allowance (permanent night shift)	19.55 per shift
7	37	First-aid Allowance	1.75 per day

3. This variation shall take effect from the first full pay period commencing on or after 14 July 2002.

T. M. KAVANAGH J.

SERIAL C1498

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act* 1996)**EA02/285 - PaperlinX Merchancing (New South Wales) Enterprise Agreement 2002**

Made Between: Paper Australia Pty Ltd t/a PaperlinX Merchancing NSW -&- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA02/98.

Approval and Commencement Date: Approved 8 August 2002 and commenced 9 July 2002.

Description of Employees: Applies to employees of PaperlinX Australia Pty Ltd (operating as PaperlinX Merchancing, New South Wales) engaged at the Company's warehouse, 21 Worth Street, Chullora, NSW, who fall within the coverage of the Storemen and Packers, General (State) Award or Graphic Arts - General - Award 2000.

Nominal Term: 9 July 2004.

EA02/286 - Bridgestone Australia Ltd Marayong Warehouse (NSW) - Storepersons Agreement 2002

Made Between: Bridgestone Australia Ltd -&- National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA01/52.

Approval and Commencement Date: Approved 8 August 2002 and commenced 1 March 2002.

Description of Employees: Applies to all storepersons employed by Bridgestone Australia Ltd at the Company's Marayong State Warehouse, Sunnyholt Road, Marayong, NSW.

Nominal Term: 1 March 2004.

EA02/287 - Parbury Technologies Pty Ltd Enterprise Agreement

Made Between: Parbury Technologies Pty Ltd -&- National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA00/8.

Approval and Commencement Date: Approved 8 August 2000 and commenced 1 July 2001.

Description of Employees: Applies to employees of Parbury Technologies Pty Ltd, 7 Lucca Road, North Wyong, who fall within the coverage of the Storemen and Packers, General (State) Award and Metal, Engineering and Associated Industries (State) Award.

Nominal Term: 30 June 2003.

EA02/288 - Yates Vegetable Seeds Pty Limited Storemen and Packers Enterprise Agreement - Smithfield Site

Made Between: Yates Vegetable Seeds Pty Ltd -&- Barbara Ponzo, Tony Watton, David Wright.

New/Variation: Replaces EA00/256.

Approval and Commencement Date: Approved 24 June 2002 and commenced 1 March 2002.

Description of Employees: Applies to all persons employed as Storemen and Packers by Yates Vegetable Seeds Pty Limited at the Company's Smithfield site who fall within the coverage of the Storemen and Packers, General (State) Award.

Nominal Term: 1 March 2004.

EA02/289 - The Keiraville Community Preschool Kindergarten and Childcare Centre Miscellaneous Workers Enterprise Agreement

Made Between: Keiraville Community Preschool -&- Melanie Burrows, Kristie Field, Jennie Peters.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 31 July 2002.

Description of Employees: Applies only to employees of Keiraville Community Preschool who fall within the coverage of the Miscellaneous Workers - Kindergartens and Child Care Centres, &c. (State) Award.

Nominal Term: 31 July 2003.

EA02/290 - Incitec Ltd - Kooragang Island Enterprise Agreement 2002

Made Between: Incitec Limited -&- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch, The Australian Workers' Union, New South Wales.

New/Variation: Replaces EA99/286.

Approval and Commencement Date: Approved and commenced 24 July 2002.

Description of Employees: Applies to employees of Incitec Ltd at Greenleaf Road, Kooragang Island, who are eligible to be members of The Australian Workers' Union, New South Wales, Electrical Trades Union of Australia, New South Wales Branch and Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch..

Nominal Term: 31 March 2004.

EA02/291 - Harrison Manufacturing, Brookvale Enterprise Agreement 2002

Made Between: Harrison Manufacturing Co Pty Ltd -&- National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA01/40.

Approval and Commencement Date: Approved 8 August 2002 and commenced 23 May 2002.

Description of Employees: Applies to all employees of Harrison Manufacturing Co. Pty Ltd at the Company's Brookvale site who fall within the coverage of the Storemen and Packers, General (State) Award.

Nominal Term: 23 May 2003.

EA02/292 - Campbell Consumer Products (a division of Campbell Brothers Limited) Enterprise Agreement

Made Between: Campbell Consumer Products (a division of Campbell Bros Limited) -&- The Australian Workers' Union, New South Wales.

New/Variation: Replaces EA99/284.

Approval and Commencement Date: Approved 8 August 2002 and commenced 1 March 2002.

Description of Employees: Applies to all employees of Campbell Consumer Products (a division of Campbell Brothers Limited), 277-303 Woodpark Road, Smithfield, NSW, or any successor site located in the Sydney metropolitan region, who fall within the coverage the Soap and Candle Makers (State) Award.

Nominal Term: 1 March 2004.

EA02/293 - Sir Moses Montefiore Jewish Home Nurses' Enterprise Agreement 2002

Made Between: Sir Moses Montefiore Jewish Nursing Home -&- New South Wales Nurses' Association.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 21 August 2002.

Description of Employees: Applies to all nursing staff employed by Sir Moses Montefiore Jewish Home and any other companies operated by Sir Moses Montefiore Jewish Home specifically for the employment of permanent nursing staff and casual nursing staff engaged through the Montefiore casual pool, who fall within the coverage of the Nursing Homes, &c., Nurses' (State) Award.

Nominal Term: 21 August 2003.

EA02/294 - J D Thompson Personnel Pty Ltd t/a Jobwire.Com.Au - TWU Enterprise Agreement

Made Between: J D Thompson Personnel Pty Ltd t/as Jobwire.Com.Au -&- Transport Workers' Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 16 August 2002.

Description of Employees: Applies to all employees of J D Thompson Personnel Pty Ltd trading as Jobwire.Com.Au, whether employed on a permanent, casual, part-time, temporary or fixed-term basis, who fall within the coverage of the following awards, as varied from time to time, and/or any awards replacing or superseding them in part or in whole, within the state of New South Wales: Milk Treatment, &c., and Distribution (State) Award, Transport Industry (State) Award, Transport Industry-Mixed Enterprises Interim (State) Award, Motor Bus Drivers and Conductors (State) Award, Transport Industry-Quarried Materials (State) Award, Transport Industry-Retail (State) Award 1999, Transport Industry-Tourist and Service Coach Drivers (State) Award, Transport Industry-Trade Waste (State) Award, Transport Industry-Waste Collection and Recycling (State) Award, Transport Workers (Airlines) Award 1988, Transport Workers (Oil Companies) Award 1992, Transport Workers (Oil Agents and Contractors) Award 1981, Transport Workers (Steels Aviation Services Pty Ltd) Award 1993.

Nominal Term: 16 August 2004

EA02/295 - National Foods Milk Limited North Rocks Distribution Centre Operations Agreement 2002-2005

Made Between: Transport Workers' Union of Australia, New South Wales Branch -&- National Foods Milk Limited.

New/Variation: Replaces EA02/263.

Approval and Commencement Date: Approved 12 August 2002 and commenced 1 March 2002.

Description of Employees: Applies to all employees of National Foods Milk Limited who are engaged in the distribution of milk and related products at the company's facility at 11 Loyalty Road, North Rocks, NSW, and who fall within the coverage of the Milk Treatment, &c., and Distribution (State) Award.

Nominal Term: 28 February 2005.

EA02/296 - Mai Shoes Pty Limited Enterprise Agreement 2002

Made Between: Mai Shoes Pty Limited -&- The Textile Clothing and Footwear Union of New South Wales.

New/Variation: Replaces EA00/329.

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

Description of Employees: Applies to all employees of Mai Shoes Pty Limited who fall within the coverage of the Footwear Manufacturing Industry (State) Award.

Nominal Term: 4 May 2004.

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