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INDUSTRIAL GAZETTE

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(697)

SERIAL C1354

VEHICLE INDUSTRY - REPAIR SERVICES AND RETAIL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Applications by Australian Business Industrial and another, industrial organisations of employers, and Shop, Distributive and Allied Employees' Association, New South Wales, industrial organisation of employees.

(Nos. IRC 2469 of 2000 and 3366 of 2002)

Before The Honourable Justice Kavanagh

9 April, 29 May, 13 June 2002

AWARD

PART A

1. Arrangement

PART A

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2. Contract of Employment

- (a) Weekly or Casual Hire: Except as hereinafter provided, employment shall be by the week. An employee not specifically engaged as a casual employee shall be deemed to be employed by the week.
- (b) An employee, other than a casual, engaged for the first time shall for the first three weeks of such engagement, be employed on a probationary basis from day to day at the appropriate weekly rate fixed by this Award and terminable on a day's notice.
- (c) Performance of Work: An employee shall perform such work under this award as the employer shall, from time to time, reasonably require.
- (d)
 - (i) Absence from Duty: An employee not attending for duty shall, except as provided for in clauses 20 - Holidays, 21 - Annual Leave, 23 - Sick Leave, 24 - Personal/Carers Leave, 25 - Bereavement Leave, 26 - Make Up of Workers' Compensation Payments, 30 - Jury Service, lose pay for the actual time of such non-attendance.
 - (ii) Where an employee is absent from work for up to 30 minutes on any day which does not entitle the employee for payment of wages, the employer and employee can agree that such absence can be made up with work after/or before normal commencing times, up to the equivalent of the said absence which will not be subject to overtime or other penalty rates.

(e) Termination of Employment:

Notice of termination by employer.

(i)

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

Period of Continuous Service	Period of Notice
Less than 1 year	1 week

1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- (2) In addition to the notice in sub-paragraph (1) of this clause, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (3) For the purposes of this subclause, such notice may be given at any time but shall expire at the ordinary finishing time of a working day or shift. Notice given before the commencement of a day's work or shift shall be deemed to have been given at the end of the previous day's work or shift, and notice given during a day's work or shift shall be deemed to be given at the end of that day's work or shift.
- (4) Where an employer gives an employee notice of termination of employment the parties may mutually agree to the employment ending at any time after the giving of the notice and before expiration of the period of the notice and in such a case wages shall be paid only up to the time of the agreed termination.
- (5) Payment in lieu of the notice of this clause prescribed in sub-paragraph (1) and/or (2) shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (6) In calculating any payment in lieu of notice an employee shall be paid the appropriate wages at the rate applicable as prescribed by clauses 5, 6, and 8 which is appropriate to the employee.
- (7) The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, including malingering, inefficiency, neglect of duty or misconduct or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specific task or tasks.
- (8) Where an employer gives an employee notice of termination of employment the employee shall at any time after having been given such notice be entitled to give notice to the employer of the immediate termination of his/her employment but in such circumstances the employee shall pay or forfeit wages for the balance of the notice period.
- (9) Subject to paragraphs (8) and this subparagraph, where an employer has given notice to an employee as aforesaid the employee shall continue in employment until the date of the expiration of such notice. An employee who, having been given notice as aforesaid, is absent from work during such period without reasonable cause (proof whereof shall be upon the employee) shall be deemed to have abandoned employment and shall not be entitled to payment for any work done within that notice period.
- (10) For the purpose of this clause continuity of service shall be calculated in the manner prescribed by the *Annual Holidays Act, 1944*.

Notice of Termination by Employee

(ii)

- (1) The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned.
- (2) For the purposes of this subclause, such notice may be given at any time but shall expire at the ordinary finishing time of a working day or shift. Notice given before the commencement of a day's work or shift shall be deemed to have been given at the end of

the previous day's work or shift, and notice given during a day's work or shift shall be deemed to be given at the end of the day's work or shift.

- (3) If an employee fails to give or work out the appropriate notice the employer shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period or balance of notice.
- (4) Where an employee gives notice of the termination of the employee's employment the parties may mutually agree to the employment ending at any time after the giving of the notice and before expiration of the period of the notice and in such a case wages shall be paid only up to the time of the agreed termination.
- (5) Where an employee has given notice of the termination of employment the employee shall at any time after giving such notice be entitled to give notice to the employer of the immediate termination of employment but in such cases the employee shall pay or forfeit wages for the balance of the notice period.
- (6) Subject to sub-paragraphs (4) and (5) of this clause an employee who has given notice as aforesaid shall continue in employment until the expiration of such notice notwithstanding subparagraph (3) of this paragraph. An employee who having given notice as aforesaid, absents himself/herself from work during such notice period without reasonable cause (proof whereof shall be upon the employee) shall be deemed to have abandoned employment and shall not be entitled to payment for work done within that notice period.
- (7) For the purpose of this clause continuity of service shall be calculated in the manner prescribed by the *Annual Holidays Act, 1944*.

Time Off During Notice Period

- (iii) Where an employer has given notice of termination to an employee, an employee shall be allowed up to seven hours thirty six minutes time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

Statement of employment

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

Summary dismissal

- (v) Notwithstanding the provisions of subparagraph (1) of paragraph (i) of this subclause, the employer shall have the right to dismiss any employee without notice for conduct that justifies instant dismissal, including malingering, inefficiency, neglect of duty or misconduct and in such cases the wages shall be paid up to the time of dismissal only.

Unfair dismissal

- (vi) Termination of employment by an employer shall not be harsh, unjust, or unreasonable.

For the purposes of this clause termination of employment shall include terminations with or without notice.

Without limiting the above, except where a distinction, exclusion, or preference is based on the inherent requirements of a particular position, termination on the ground of race colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin shall constitute a harsh, unjust, or unreasonable termination of employment.

- (f) Notification of Absence:
 - (i) Subject to paragraph (ii) hereof an employee who is absent from work without the employer's consent for a continuous period equalling one working day or more, shall, on the first day of such absence, at the commencement of the employee's shift, if practicable and in any other event within four hours of the commencement of the shift, inform the employer of the absence stating the reasons and the estimated duration thereof.
 - (ii) Employees who establish that their failure to give the required particulars of an absence was reasonable in the circumstances shall not be in breach of this subclause.

- (g) Abandonment of Employment:
 - (i) The absence of an employee from work for a continuous period exceeding three working days without the consent of the employer and without notification to the employer in accordance with subclause (f) of this clause shall be prima facie evidence that the employee has abandoned their employment.
 - (ii) If within a period of fourteen days from the last attendance at work or the date of the employee's last absence in respect of which notification has been given or consent has been granted, an employee has not established to the satisfaction of the employer that the employee was absent for reasonable cause, the employee shall be deemed to have abandoned the employee's employment.
 - (iii) Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later.

- (h) Time Keeping
 - (i) Notwithstanding anything elsewhere contained in this award an employer may select and utilise for timekeeping purposes any fractional or decimal proportion of an hour (not exceeding six minutes) and may apply such proportion of an hour
 - (ii) If an employer adopts a proportion for the aforesaid purpose the employer shall apply the same proportion for the calculation of overtime.

3. Casual Employment

- (i) A casual employee is one engaged and paid as such. The maximum period for which a casual employee can work continuously on a full time basis (ie. the total daily and weekly hours elsewhere prescribed in this award) shall be six weeks. In any case where such full time employment extends beyond six weeks, the employee shall thereafter be deemed to be employed by the week.
- (ii) A casual employee, other than a vehicle salesperson, a driveway attendant or a console operator shall be paid per hour 1/38th of the weekly wage prescribed by clauses 5, 6 and 8 of this award, as the case may be, for the work performed plus a loading as set out in the following table:

Day or Time Worked	Percentage Loading
Monday to Friday between 6:00am and 6:00pm	20
Monday to Friday between 6:00pm and 6:00am	45
Saturday at any time	70
Sunday at any time	120
Holidays at any time	120
In excess of eight hours on any day -	
The first three hours	70
Thereafter	120

The loading prescribed in this paragraph shall not be cumulative and in any case where more than one loading applies the employee shall be entitled to the highest of the applicable rates.

- (iii) For casual driveway attendants and casual console operators, refer to subclauses (3) and (4) of clause 5, Wage Rates.

4. Part-time Employment

An employer in addition to employing full-time employees, may employ part-time employees upon the following terms:

- (a) A part-time employee means a weekly employee who is engaged to work a regular number of hours in each week not less than twenty hours.
- (b) Such employee for working ordinary time shall be paid per hour, or one thirty-eighth, of the weekly rate prescribed by this Award for work which an employee performs and in addition, shall be entitled, on a pro-rate basis, to be paid shift premiums where applicable.
- (c) An employee engaged on a part-time basis shall be entitled to payments in respect of annual leave, public holidays, sick leave, bereavement leave, jury service and make up pay, arising under this Award on a proportionate basis calculated on the normal ordinary hours the employee would have worked in accordance with subclause (a) of this clause.
- (d) A part-time employee who works in excess of the hours determined under the contract of employment shall be paid overtime in accordance with Clause 18, Overtime.

5. Payment of Wages

- (a)
 - (i) All wages shall be paid weekly or with the agreement of the majority of the employees working under this Award fortnightly. Such wages shall be paid in cash, provided that with the authority in writing of the employee and subject to the provisions of Part 3 of the Industrial Relations (General) Regulation 1996, payment may be made either by cheque or by payment into a bank account specified in the authority; provided further that such authority may be withdrawn at any time by not less than seven days' notice in writing to the employer.
 - (ii) Further, an employer and an employee may agree that the employee's wages may be paid by cheque or by direct transfer into the bank account or other financial institution nominated by the employee. Where wages are paid by direct transfer the employer will pay the bank or other charges associated with such a method of payment.
 - (iii) Wages shall be paid as follows:
 - 1. In the case of an employee whose ordinary hours of work are in accordance with clauses 4, 11 and 12 of this Award so that the employee works up to 38 hours per week, wages shall be paid weekly or fortnightly according to the actual ordinary hours worked each week.
 - 2. In the case of an employee whose ordinary hours of work are arranged in accordance with clauses 4, 11 and 12 of this Award so that the employee works up to an average of 38 ordinary hours each week during a work cycle, wages shall be paid weekly or fortnightly according to a weekly average of ordinary hours worked even though more or less than 38 may be worked in a work cycle.
- (b) An established pay day and/or pay period shall not be changed except by not less than four weeks' notice by the employer to his employees.
- (c) Wages shall be paid in the employer's time not later than Thursday in any pay week.

- (d) Where wages are paid after 1.30 p.m. on pay day the employer shall not keep more pay in hand than has accrued to an employee in respect of work performed by the employee on such pay day and the preceding day. Where wages are paid before 1.30 p.m. on pay day the employer shall not keep more pay in hand than has accrued to an employee in respect of work performed by the employee on such pay day and the preceding days.
- (e) Upon termination of the employment, the employer shall pay wages due to an employee -
 - (i) on the day of such termination; or
 - (ii) by forwarding such wages to the employee by post on the next working day; or
 - (iii) at the employer's place of business on a stated day not later than seven days after such termination. If the employer requires the employee to visit such place of business to collect his wages, in addition to the amount of moneys due, the employer shall pay the employee an additional four hours' ordinary pay.
- (f) An employer may deduct from moneys due to an employee such amount as is authorised in writing by the employee for a lawful purpose specified in the authority.
- (g) On or prior to pay day an employer shall state to each employee in writing the total amount of wages to which the employee is entitled, the amount of overtime included therein, details of any deductions made there from and the net amount being paid to the employee.

6. Wage Rates

- (1) Adult Weekly Employees
 - (a) Rates - The total minimum rates of pay for adult weekly employees employed in each classification, shall be -
 - (i) Level 1 For employees employed as Parking Attendants, Driveway Attendants, Car Polishers (by hand) and Car Cleaners and/or Washers, the weekly rates of pay as set out in Table 1 - Wages - Adult Weekly Employees, of Part B, Monetary Rates.
 - (ii) Level 2 For employees employed as Lubritorium Attendants, the weekly rates of pay shall be as set out in the said Table 1.
 - (iii) Level 3B For employees employed as Unqualified Automotive Parts Salespersons and as Console Operators, the weekly rates of pay shall be as set out in the said Table 1.
 - (iv) Level 4 For employees employed as Qualified Automotive Parts Salespersons, being employees who has passed an appropriate course of technical school training, the weekly rates of pay shall be as set out in Table 1.
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2001. 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.
 - (c) Console Allowance - A weekly employee required to operate a self-service console for up to two hours per day, shall be paid, in addition to the rate of pay otherwise payable under this award, the amount per week set out in Item 1 of Table 7 - Allowances, of Part B, Monetary Rates. Provided that an employee required to operate a self-service console in excess of two hours per day shall be paid the rate prescribed for Level 3 in Table 1.

- (d) Leading Hand Allowance - An employee appointed by an employer as a leading hand in charge of more than two other employees shall be paid, in addition to the rate of pay otherwise payable under this award, an amount per week based on the number of employees supervised, as follows:

3 to 10 employees	As set out in Item 2 of the said Table 7.
11 to 20 employees	
21 or more employees	

(2) Junior Weekly Employees

- (a) Junior Rates - Driveway Attendants, etc - The total minimum weekly rate of pay for junior employees employed as car cleaners, and/or washers, car polishers - by hand, driveway attendant, lubritorium attendant, or parking attendant, shall be as set out in Group B of Table 2 - Wages - Junior Weekly Employees, of Part B, Monetary Rates.
- (b) Junior Rates - Automotive Parts Salesperson and Console Operators- The total minimum weekly rate of pay for junior employees employed as automotive parts salespersons shall be as set out in Group A of the said Table 2.
- (c) An employer bound by this award shall be entitled to employ juniors in any classification.
- (d) Refer to clause 9, Junior Employees, for provision regarding Junior Employees.

(3) Casual Driveway Attendants

- (a) Ordinary Time - A casual driveway attendant shall be paid hourly rates of pay for ordinary-time work as follows:
- (i) Monday to Friday - For ordinary-time work on Monday to Friday, the rates as set out in Rate 1 of Table 3 - Wages - Casual Driveway Attendants, of Part B, Monetary Rates.
- (ii) Weekends and Public Holiday - For ordinary-time work on Saturday, Sunday or a public holiday, the rates as set out in Rate 2 of the said Table 3.
- (b) Annual Leave - The hourly rates of pay for casual driveway attendants provided under subclause (a) of this clause include the 1/12 loading payable to casual employees in lieu of annual holidays as prescribed by the *Annual Holidays Act 1944*.
- (c) Overtime Loading (Casual) - A casual driveway attendant, for work in excess of 10 hours per day or in excess of an average of 38 hours per week, shall be paid in addition to the hourly rate of pay otherwise payable under this award, an amount per hour as set out in Rate 3 of Table 3.
- (d) Calculation - The hourly rates calculated in accordance with this clause shall be rounded to the nearest cent, with amounts less than half a cent rounded down to the next lowest cent, and amounts equal to or greater than half a cent rounded up to the next highest cent.

(4) Casual Console Operator

- (a) Ordinary Time - A casual shall be paid hourly rates of pay for ordinary-time work as follows:
- (i) Monday to Friday - For ordinary-time work on Monday to Friday, the rates as set out in Rate 1 of Table 4 - Wages - Casual Console Operators, of Part B, Monetary Rates.
- (ii) Weekends and Public Holiday - For ordinary-time work on Saturday, Sunday or a public holiday, the rates as set out in Rate 2 of the said Table 4.

- (b) Annual Leave - The hourly rates of pay for casual driveway attendants provided under subclause (a) of this clause include the 1/12 loading payable to casual employees in lieu of annual holidays as prescribed by the *Annual Holidays Act 1944*.
- (c) Overtime Loading (Casual) - A casual console operator for work in excess of 10 hours per day or in excess of an average of 38 hours per week, shall be paid in addition to the hourly rate of pay otherwise payable under this award, an amount per hour as set out in Rate 3 of the said Table 4.
- (d) Calculation - The hourly rates calculated in accordance with this clause shall be rounded to the nearest cent, with amounts less than half a cent rounded down to the next lowest cent, and amounts equal to or greater than half a cent rounded up to the next highest cent.

7. Award Modernisation

- (a) The unions agree to consider all matters raised by employers directed at modernising the terms of this award so that it provides for more flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction and assists positively in the restructuring process.

With respect to those matters that are settled by negotiation, the unions agree that the outcomes will be processed via award variations, on the understanding that these matters will not result in income loss to employees and are not approached in a negative cost cutting manner.

It is recognised that scope also exists to have enterprise agreements in accordance with Chapter 2, Part 2 of the *Industrial Relations Act 1996*.

- (b) Work, Training and Career Commitment
 - (i) Employees working under this award are to perform a wider range of duties, including work which is incidental or peripheral to their main tasks or functions.
 - (ii) Subject to agreement at the enterprise level, employees are to undertake training for the wider range of duties and for access to higher classifications.
 - (iii) Barriers to advancement of employees within the award structure or through access to training will not be created.
 - (iv) The unions accept in principle the new award in which descriptions will be more broadly based and generic in nature.
 - (v) The parties agree to develop training and skills acquisition which is consistent with the development of a skilled classification structure which is determined jointly by the parties through surveying and testing of industry needs.
- (c) At each establishment or enterprise, the employer, the employees and their relevant union or unions should establish a consultative mechanism and procedures appropriate to the size, structure and the needs of that establishment or enterprise.

Measures raised by the employer, employees or union(s) for consideration, consistent with the objectives of this clause, shall be processed through that consultative mechanism and procedures.

Measures raised for consideration consistent with this clause, may be related to implementation of the new classification structure and the facilitative provisions contained in this award.

8. Payment by Results

- (a) An employer may remunerate any of the employees under any system of payment by results based on rates which will enable workers of average capacity to earn at least 10 per cent in excess of their prescribed weekly rates.

Provided that an employee so employed shall not in any week be paid less than the rate prescribed by this award for the class of work being performed by the employee.

- (b) A union party to this award may apply to the Industrial Relations Commission of New South Wales or to the Vehicle Industry (State) Industrial Committee for correction or regulation of any piece work rate, time bonus rate, task rate or any other system of payment by results now in operation or hereafter introduced into any workshop controlled by an employer bound by this award.
- (c) A union shall not impose on a member any fine, penalty or other forms of punishment for agreeing to accept or for accepting payment by results in accordance with this award.

9. Junior Employees

(a)

(i)

- (1) The minimum weekly rates of wages for a junior employed in the classifications as set out in subparagraph (2) of this paragraph shall be calculated as follows:

Age	Percentage of Ordinary Weekly Wage of Adult Driveway Attendant
16 years of age and under	47.5
17 years of age and under	50
18 years of age and under	62.5
19 years of age and under	75
20 years of age and under	87.5

- (2) For the purposes of subparagraph (1) of this subclause, the following classifications apply:

Car cleaner and/or Washer

Car Polish (by hand)

Lubritorium Attendant

Parking Attendant

(ii)

- (1) The minimum weekly wage for a junior employed in the classifications set out in subparagraph (2) of this paragraph shall be calculated as follows:

Age	Percentage of Ordinary Weekly Wage of Automotive Driveway Attendant
16 years or under	47.5
17 years and under	50
18 years and under	62.5
19 years and under	75
20 years and under	87.5

- (2) For the purposes of subparagraph (1) of this paragraph the following classifications apply:

Automotive Parts Salesperson

Console Operator

- (iii) The percentages prescribed by paragraph (i) of this subclause shall be calculated in multiples of five cents, amounts of two cents or less being taken to the lower multiple and amounts in excess of two cents being taken to the higher multiple.
- (b) **Proof of Age:** An employee who the employer has reasonable grounds for suspecting is under the age of 21 years shall, if required, furnish proof of age by means of a birth certificate of statutory declaration by parent or guardian. The employer shall be entitled to rely upon such proof.
- (c) **Prohibited Work**

No junior employee under the age of 18 years shall be left working alone between the hours of 7.00 p.m. and 6.30 a.m.

10. Special Rates and Allowances

In addition to the wages prescribed elsewhere in this award the special rates and allowances hereinafter appearing shall be paid to employees whether adult or junior employees.

- (a) **Confined Spaces**
 - (i) An employee working in a confined space, i.e. a compartment, space or place, the dimensions of which necessitate the employee working in a stooped or otherwise cramped position or without proper ventilation, shall be paid an amount per hour extra as set out in Item 3 of Table 7 - Allowances, of Part B, Monetary Rates.
- (b) **Dirty Work**
 - (i) An employee doing work which a foreperson and the employee agree is of an unusually dirty or offensive nature - per hour extra as set out at Item 4 of Table 7.
 - (ii) In any case coming within paragraph (i) of this clause the minimum payment on any day or shift shall be as set out at Item 5 of Table 7 provided, however, that the said minimum amount shall not be payable in respect of a specific job when other higher special rates are payable for that job on the same day or shift and such higher rates exceed the amount set out at Item 5, on the particular day or shift.
 - (iii) In case of disagreement between the foreperson and workperson, the workperson or a shop steward on the employee's behalf shall be entitled, within twenty-four hours, to ask for a decision on the workperson's claim by the employer's industrial officer (if there is one), or otherwise by the employer or the executive officer responsible for the management or superintendence of the plant concerned. In such case, a decision shall be given on the workperson's claim within forty-eight hours of its being asked for (unless that time expires on a non-working day, in which case it shall be given during the next working day) or else the said allowance shall be paid.
 - (iv) In any case where a union alleges that an employer or the employer's representative is unreasonable or capricious in relation to such a claim, it shall have the right to bring such case before the Industrial Committee.
- (c) **Hot Places**
 - (i) An employee working for more than one hour in the shade:
 - (1) In places where the temperature is raised by artificial means to between 46 and 54 degrees Celsius - per hour extra as set out at Item 6 of Table 7.
 - (2) In places where the temperature exceeds 54 degrees Celsius - per hour extra as set out at Item 7 of Table 7.
 - (ii)

- (1) Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, an employee shall also be entitled to twenty minutes rest without deduction of pay after every two hours work.
 - (2) The temperature shall be decided by the foreman of the work after consultation with the employee who claims the extra rate.
- (d) Livestock Transports: An employee working on the underside or the body of the stock compartment of a vehicle which has been regularly used in the carriage of livestock and which has not been cleaned down immediately before service - per hour extra as set out at Item 8 of Table 7.
 - (e) First Aid Qualifications: An employee holding first aid qualifications and appointed by his employer to perform first aid duty - per week extra as set out at Item 9 of Table 7.
 - (f) Combined Disabilities: Where two or more of the disabilities for which special rates are prescribed in this clause occur at the same time such rates shall accumulate, with the exception of subclauses (b) and (d), of this clause, in which case the highest rate shall be payable.
 - (g) Glass or Slag Wool: An employee handling loose slag wool, loose insulwool or other loose material of a like nature used for providing insulation against heat, cold or noise - per hour extra as set out at Item 10 of Table 7.
 - (h) Rates Not Subject to Penalty Additions: The special rates and allowances prescribed by this clause shall be paid irrespective of the times at which the work is performed and shall not be subject to any premium or penalty additions.

11. Hours of Work

- (a) Subject to Clause 12 - Implementation of 38-hour week and subject to the exceptions hereinafter provided, the ordinary hours of work of an employee shall be an average of 38 hours per week to be worked on not more than five days in any week, on the following basis:
 - (i) 38 hours within a work cycle not exceeding seven consecutive days; or
 - (ii) 76 hours within a work cycle not exceeding fourteen consecutive days; or
 - (iii) 114 hours within a work cycle not exceeding twenty-one consecutive days; or
 - (iv) 152 hours within a work cycle not exceeding twenty-eight consecutive days; or
 - (v) Any other work cycle during which a weekly average of 38 ordinary hours are worked or may be determined in accordance with subclause 12.
- (b)
 - (i) The commencing times of any employee's daily hours once fixed in accordance with clause 12 or subclause (c) hereof may vary from day to day in the week but not by more than two hours. Provided that in the implementation of the above work cycles referred to in subclause (a) of this clause, 12 hours shall be the maximum number of ordinary hours per day, and further that any agreement pursuant to paragraph (i) of subclause (b) of clause or employer decision pursuant to paragraph (ii) of subclause (b) of clause 12 which provides that ordinary hours of work may exceed 10 hours per day, shall have its terms and conditions ratified by The Industrial Relations Commission of New South Wales. This provision shall not operate so as to override any State transport legislation which limits the number of ordinary hours which may be worked on any day.
 - (ii) Twelve hour work periods will only be permitted where:
 - (1) there is a continuous work process or other special circumstances can be shown to exist;

- (2) a twelve hour work period will not impose an excessive workload;
 - (3) they are in conjunction with the possibility of reviewing working time generally;
 - (4) there has been a proper examination of occupational health and safety considerations; and
 - (5) there is the agreement of both the employer and the relevant Union.
- (iii) Such agreements pursuant to paragraph (i) of subclause (b) of the said clause 12, or employer decision pursuant to paragraph (ii) of the said subclause (b), shall include the following minimum safeguards:
- (1) the introduction of an extended shift shall be on a trial basis for 6 months to allow workers to evaluate the effect of the change;
 - (2) an additional paid break per shift;
 - (3) no more than two night shifts shall be worked in succession unless otherwise agreed between a particular employer or employer association and the relevant Union(s);
 - (4) at least a 12 hour interval between shifts;
 - (5) rosters shall include at least two free weekends each months;
 - (6) day shifts shall not start before 6.00 a.m., unless otherwise agreed between a particular employer or employer association and the relevant Union(s);
 - (7) provision shall be made for adequate relief arrangements;
 - (8) workers shall be allowed some flexibility about shift change times and shift length;
 - (9) an employee working 12 hour shifts shall not work overtime, other than in the exceptional circumstances where a scheduled relief operator is not available, in which case a maximum of two hours overtime only may be worked with such overtime being paid at the rate of double time;
 - (10) no person under the age of 18 years shall work on an extended shift;
 - (11) special rosters are required for workers exposed to hazards, where health and safety standards are determined on the basis of exposure over eight hours;
 - (12) where it is not possible to continue to work on extended shifts for health reasons, the employer shall take all necessary steps to find suitable alternative employment for the worker.
 - (13) Further, discussions should take place, coincidental with discussions regarding the introduction of twelve hour work periods, with respect to the introduction of a range of support services to assist in minimising the inconvenience of such extended hours.
- (c) Subject to subclauses (a) and (b), of this clause, the daily or shift hours being observed by an employer at the time of coming into operation of this award shall continue until such time as they are altered as to all or a section of the employees by agreement between their employer and an officer of the appropriate union or a branch thereof or in the absence of agreement by seven days notice of alteration given by an employer to the employees concerned and thereafter shall only be altered in like manner.
- (d)

- (i) Except as provided in paragraphs (ii) and (iii) hereof, the ordinary hours prescribed by subclause (a) hereof shall be worked continuously except for meal and afternoon tea breaks pursuant to Clause 13, Meal Breaks, at the discretion of the employer.
- (ii) Employees on continuous work, i.e. work which is carried on with consecutive shifts of employees throughout the twenty-four hours of each of at least five consecutive days without interruption except during breakdowns or meal breaks, or due to unavoidable causes beyond the control of the employer, shall work the ordinary hours prescribed by subclause (a) hereof, on a daily basis continuously, and shall be allowed during such hours twenty minutes each shift for crib which twenty minutes shall be counted as time worked.
- (iii) The ordinary hours of work for a part-time employee determined in accordance with Clauses 4, Part-time Employment; 11, Hours of Work, and 12, Implementation of 38-Hour Week, shall be between 20 and not more than 38 hours.
- (iv) As to weekly, part-time or casual driveway attendants, the ordinary hours prescribed by subclause (a) hereof shall be worked at the option of an employer in either of the following ways:
 - (1) continuously, on a daily basis, except for meal and afternoon tea breaks at the discretion of the employer; or
 - (2) continuously, on a daily basis, with twenty minutes during such hours each day or shift for crib, which twenty minutes shall be counted as time worked.

12. Implementation of 38-hour Week

- (a) Ordinary hours of work shall be an average of 38 hours per week as provided in Clause 11 - Hours of Work.
- (b)
 - (i) In each establishment an assessment should be made as to which method of implementation of the 38 hour week best suits the needs of the business and the employers proposal shall be discussed with the employees concerned, the objective being, to reach agreement on the method of implementation.
 - (ii) However, where the work cycle proposed by the employer is not agreed by the employees concerned, then the relevant Union(s) may have the matter reviewed by the Vehicle Industry (State) Industrial Committee.
- (c) Circumstances may require that different methods of implementation of the 38 hour week apply to individual employees, groups or sections of employees in the establishment concerned.
- (d) In the absence of agreement at establishment level as to the method of implementation of the 38 hour week the following procedures shall be applied without delay:
 - (i) Consultation shall take place within the particular establishment concerned.
 - (ii) If the problem remains unresolved, the matter shall be referred to the Secretary of the Union (or Unions) concerned or his deputy, at which level the matter will again be dealt with without delay.
 - (iii) In the absence of agreement either party may refer the matter to the Industrial Relations Commission of New South Wales the Vehicle Industry (State) Industrial Committee for resolution.
- (e)
 - (i) Notwithstanding any other provisions in Clause 11 - Hours of Work or in this clause an employer, to suit any special circumstances, may reach agreement with an individual employee

or a group or section of employees and the relevant union to defer the taking of up to 5 days of accumulated time off.

- (ii) An individual employee, with the agreement of the employer, may defer the taking of time off up to a maximum of 5 days.
 - (iii) Where an agreement has been reached in accordance with paragraph (i) and (ii) hereof accumulated time off must be taken within 6 months of the date on which an agreement to defer was reached.
- (f)
- (i) An employer, with the agreement of the majority of the employees concerned, may substitute the time an employee is to take off in accordance with subclause (a) of the said Clause 11 (a) hereof for another day to meet the requirements of the business in the event of rush orders, seasonal trading or for some other emergency.
 - (ii) Where an agreement has been reached in accordance with paragraph (i) of this subclause, the deferred time off shall be taken within 6 months of the date on which an agreement to defer was reached.

13. Meal Breaks

- (a)
- (i) Meal breaks shall be for a period of not less than thirty minutes and not more than sixty minutes.
 - (ii) In addition an employer may provide to an employee an afternoon tea break not exceeding 15 minutes.
- (b) Except as provided in subclauses (d), (e) and (f) hereof an employee shall not be required to work more than five hours without a break for a meal. An employee working beyond five hours shall be paid at the rate of time and one-half until the employee receives a break.
- (c) Except as provided in subclauses (d), (e) and (f) hereof all work done during meal breaks and thereafter until a meal break is allowed shall be paid for the rate of time and one-half.
- (d) Where the employer and the majority of employees agree to a practice within an establishment that six hours can be worked without a meal break being taken such an arrangement will apply to all employees within that establishment.
- (e) An employee as a regular maintenance person shall work during meal breaks at the ordinary rates herein prescribed when instructed to do so for the purposes of making good breakdowns of plant or upon routine maintenance or plant which can only be done while such plant is idle.
- (f) An employer may in appropriate circumstances reasonably require an employee to change the timing of scheduled meal break or rest break to meet operational requirements.

14. Rates for Saturday Work

- (a) An employee who works any of their ordinary hours on a Saturday shall be paid therefore as follows:
- (i) Driveway attendants - ordinary time until noon, time and one-half thereafter.
 - (ii) Others - time and one-half.
- (b) An employee who works outside their rostered hours on a Saturday shall be paid for the hours so worked at the rate prescribed by clause 18, Overtime, of this award.

- (c) Payments prescribed by this clause shall stand alone and shall not be included for any other purposes of this award.
- (d) This clause shall not apply to a driveway attendant referred to in subparagraph (ii) of paragraph (a) of subclause (3) of clause 6, Wage Rates.

15. Rates for Sunday Work

- (a) An employee who works any ordinary hours on a Sunday shall be paid therefore as follows: -
 - (i) Driveway attendants - time and one-half
 - (ii) Others - double time
- (b) An employee who works outside their rostered hours on a Sunday shall be paid for the hours so worked at the rate prescribed by clause 18, Overtime.
- (c) Payments prescribed by this clause shall stand alone and shall not be included for any other purposes of this award.
- (d) This clause shall not apply to a driveway attendant referred to in subparagraph (ii) of paragraph (a) of subclause (3) of clause 6, Wage Rates.

16. Rates for Holiday Work

- (a) An employee other than a casual who works any of their ordinary hours on a holiday referred to in clause 20, Holidays, of this award, shall be paid therefore as follows:
 - (i) Driveway Attendants - at the rate of ordinary time for the period so worked in addition to the ordinary rate.
 - (ii) Others - at the rate of time and a half for the period so worked in addition to the ordinary rate.
- (b) An employee who works outside their rostered hours on a holiday referred to in clause 20, Holidays, of this award, shall be paid for the hours so worked at the rate prescribed by clause 18, Overtime, of this award.
- (c) Payments prescribed by this clause shall stand alone and shall not be included for any other purposes of this award.

17. Shift Work and Rates Therefore

- (a) An employee working on afternoon or night shift shall, except on a Saturday, Sunday or holiday, referred to in clause 20, Holidays, of this award be paid in addition to the employee's ordinary rate, an amount equal to the following relevant percentage of his ordinary rate:

(i)	if working on night shift only	30%
(ii)	if working on afternoon shift only	18%
(iii)	if working on alternating afternoon and night shifts	20%
(iv)	if working on alternating day and night shifts	12.5% for night shift
(v)	if working on alternating day, afternoon and night shifts	12.5% for a afternoon & night shifts
(vi)	if working on alternating day and afternoon shifts	12.5% for the afternoon shift

- (b) An employee engaged on an afternoon or night shift which does not continue for a t least five successive working days or such shorter work cycle as may be worked pursuant to clauses 11 Hours of Work, and 12, Implementation of 38-Hour Week, shall be paid at the rate of time and one-half for each such shift.

- (c) Except at regular change-over of shifts, an employee shall not be required to work more than one shift in each twenty-four hours.
- (d) For the purposes of this clause:
 - (i) "Afternoon Shift" means a shift commencing after noon and not later than 6.00 p.m.
 - (ii) "Night Shift" means a shift commencing after 6.00 p.m. and not later than 4.00 a.m.
- (e) Payments prescribed by this clause shall stand alone and shall not be included for any other purposes of this award.
- (f) This clause shall not apply to a driveway attendant referred to in paragraph (iii) of subclause (e) of clause 2, Contract of Employment.
- (g) Daylight Saving
 - (i) Notwithstanding anything contained elsewhere in this award, in any area where State summer time is prescribed as being in advance of the standard time of that State the length of any shift -
 - (1) commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and
 - (2) commencing on or before the time prescribed by such legislation for the termination of a summer time period;shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of a shift and the time so recorded at the end thereof, the time of the clock in each case to be set to the time fixed pursuant to the relevant legislation.
 - (ii) In this subclause the expressions "standard time" and "summer time" shall bear the same meaning as are prescribed by the relevant State legislation.

18. Overtime

- (a) An employee other than a casual required to work outside the employee's ordinary hours prescribed by Clauses 11 and 12 shall be paid therefore as follows:
 - (i) On a Sunday - at the rate of double time.
 - (ii) On a holiday referred to in clause 20, Holidays, of this award
 - (1) In the case of a driveway attendant - at the rate of double time.
 - (2) Other employees - at the rate of double time and one half.
 - (iii) On any other day - time and one half for the first three hours and double time thereafter, such double time to continue until the completion of the overtime work.
 - (iv) Time off in lieu of payment for overtime may be provided if an employee so elects and is agreed to by the employer.

Such time off in lieu must be taken at a mutually convenient time and within 4 weeks of the overtime being worked.

Time off in lieu must equate to the overtime rate, ie. if the employee works one hour overtime and elects to clear time off in lieu of payment the time off would be equal to time and one half.

Provided that where an employee's employment is terminated or the employee resigns or the entitlement has not been taken, the entitlement shall be paid out at the rate at which it was accrued.

- (b) The provisions of subclause (a) hereof shall not apply when the time is worked:
- (i) by arrangement between the employees themselves; or
 - (ii) for the purpose of effecting the customary rotation of shifts; or
 - (iii) in accordance paragraph (ii) of subclause (d) of clause 2, Contract of Employment
- (c) Extra Rates not Cumulative - The extra rates prescribed in subclause (a) hereof are in substitution for and not cumulative upon the shift work allowance prescribed by clause 17 of this award.
- (d) Minimum Payment for Overtime on a Sunday or a Holiday - An employee required to work on a Sunday or a holiday referred to in Clause 20, Holidays, of this award shall:
- (i) If they be a driveway attendant be afforded at least 3 hours' work or be paid for 3 hours at the appropriate rate;
 - (ii) If they be one other than referred to in paragraph (i) hereof be afforded at least 4 hours' work or paid for 4 hours at the appropriate rate;
- except where such work is continuous with overtime or work commenced on the previous day or completed on the following day. Provided that where work continues over two days the minimum payment shall be for the stated minimum at the appropriate rate.
- (e) Rest Period before Recommencing Work:
- (i) When overtime work including work on a rostered day off or work on a Sunday or a holiday referred to in clause 20, Holidays, of this award is necessary, it shall wherever reasonably practicable be arranged so that an employee works not more than fourteen hours in any period of twenty-four consecutive hours off duty in each such twenty-four consecutive hours.
 - (ii) Subject to the exceptions referred to in subclauses (f) and (g) of this clause, as to call backs of less than three hours, when an employee finishes a period of work the employee shall, subject to this subclause, be released until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- If, on the instructions of the employer, such an employee resumes or continues work without having had such ten consecutive hours off duty the employee shall be paid at the rate of double time until released from duty for such period and shall then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (f) Standing By: Subject to any custom now prevailing under which an employee is required regularly to hold themselves in readiness for a call-back, an employee directed by the employer to hold themselves in readiness to work outside ordinary working hours shall, for the period required to hold themselves in readiness, be paid standing by time at ordinary rates from the time from which the employee is so to hold themselves in readiness.
- (g) Call Back - General
- (i) An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of three hours' work at the appropriate rate for each time so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job the employee was recalled to perform is completed within a shorter period.

- (ii) The provisions of paragraph (i) hereof shall not apply:
 - (1) in cases where it is customary for an employee to return to the employer's premises for periods not exceeding thirty minutes each to perform a specific job outside ordinary working hours in which case the employee shall be paid for a minimum of one hour's work at the appropriate rate for each time so recalled; or
 - (2) where the overtime is continuous (subject to a reasonable meal break) with the commencement of ordinary working time.
 - (iii) Where the actual time worked is less than three hours on such recall or on each of such recalls, overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of subclause (e) of this clause.
- (h) Call Back - Breakdowns, etc.
- (i) An employee recalled outside normal working hours for breakdown, accident or other emergency work shall be paid at the rate of double time for the period of time the employee is so recalled.
- The calculation of the period of time of duty shall include only the time reasonably occupied in travel or work between the time of the employees departure from the normal place of residence and the time of return thereto provided that:
- (1) in the case of the first call back in any one day an employee shall be paid as for at least a period of two hours at the rate of double time; and
 - (2) in the case of each subsequent call back in the same day as for at least a period of one hour at the rate of double time whether occurring within two hours of the first call back or not.
- (ii) Where the actual time worked is less than three hours on such recall or on each of such recalls, overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of subclause (e) of this clause.
- (i) Crib Time
- (i) An employee working overtime for more than one and one-half hours after working ordinary hours shall, before starting such overtime, be allowed a crib break of twenty minutes which shall be paid for at ordinary rates.
 - (ii) An employee working overtime shall be allowed a crib break of twenty minutes without deduction of pay after each four hours of overtime worked provided he continues work after such crib break.
- Provided that where a day worker is required to work overtime on a Saturday the first prescribed crib break shall, if occurring between 10.00am and 1.00pm be paid for at ordinary rates.
- (iii) An employer and employee may agree to any variation of this subclause to meet the circumstances of the work in hand provided that the employer shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.
 - (iv) This subclause shall not apply to an employee working overtime on a Sunday or holiday referred to in clause 20, Holidays, of this award unless the employee is rostered to work any ordinary hours on that day.
- (j) Meal Allowance
- (i) An employee required to work overtime for more than one and a half hours without being notified on the previous day or earlier that the employee will be so required to work shall either

be supplied with a meal by the employer or paid an amount set out at Item 11 of Table 7 - Allowances, of Part B, Monetary Rates, for the first meal, and for each subsequent meal but such payment need not be made to an employee living in the same locality as the workplace who can reasonably return home for meals.

- (ii) Unless an employer advises an employee on the previous day or earlier that the amount of overtime to be worked will necessitate that partaking of a second or subsequent meal (as the case may be) the employer shall provide such second and/or subsequent meals or make payment in lieu thereof as prescribed in paragraph (i) of this subclause.
 - (iii) An employee pursuant to notice who has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised shall be paid as prescribed in paragraph (i) hereof for meals which the employee has provided but which have become superfluous.
 - (iv) This subclause shall not apply to an employee working overtime on a Sunday or holiday referred to in clause 20, Holidays, of this award unless the employee is rostered to work any ordinary hours on that day.
- (k) **Transport of Employees:** Where an employee normally uses public transport and is required to commence and/or conclude overtime or shift work between 8.30 p.m. and 6.00 a.m. at a time when public transport is not available, the employer shall provide the employee with a conveyance to and/or from the employee's residence or pay the his current wage for the time reasonably occupied in travelling to and/or from the said residence.
- (l) **Reasonable Overtime:** An employer may require an employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

19. Mixed Functions

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

20. Holidays

- (a) A weekly wage employee shall be granted the following holidays without deduction of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Labour Day or Eight Hour Day, Anzac Day, Queen's Birthday, August, Bank Holiday, Christmas Day, Boxing Day or such other day as is generally observed in a locality as a substitute for any of the said days respectively. Any additional holiday awarded under the Federal Vehicle Industry, Repair, Services and Retail Award for the State of New South Wales shall be a holiday under this subclause.
- (b) For the purposes of this award -
- (i) Where Christmas Day falls on a Saturday or on a Sunday, the following Monday and Tuesday shall be observed as Christmas Day and Boxing Day respectively.
 - (ii) Where Boxing Day falls on a Saturday, the following Monday shall be observed as Boxing Day.
 - (iii) Where New Year's Day falls on a Saturday or on a Sunday, the following Monday shall be observed as New Year's Day.

By agreement between an employer and the majority of the employees in a particular workplace, other days may be substituted for the said days or any of them as to that workplace.

Further, an employer and employee may agree to substitute another day or days for the said days or any of them as to that workplace.

- (c) Where, consequent upon any visit to Australia of Her Majesty the Queen or any other member of the Royal Family a public holiday is proclaimed by the State, such day shall within the defined locality, be deemed to be a holiday for the purposes of this award. Provided that an employee shall not be entitled to the benefit of more than one holiday consequent upon such visit.
- (d) Where an employee is absent from employment on the working day before or the working day after any of the holidays referred to in subclause (a) hereof, without reasonable cause (proof whereof shall lie upon the employee) or the consent of the employer, the employee shall not be entitled to payment for the holiday which occurs on the day immediately following or immediately preceding such absence.
- (e) An employee whose rostered off shift falls on a holiday referred to in subclauses (a), (b) or (c) hereof shall unless that day is a Saturday or a Sunday be paid for that day at the ordinary rate or be given without loss of pay another day or shift off duty during the week in which the holiday occurs.

21. Annual Leave

- (a) Annual Holidays: See *Annual Holidays Act 1944*.
- (b) Annual Holidays Loading: When, pursuant to section 3 of the said Act, an employee is given and takes an annual holiday, the employee shall be paid in addition to the amount payable to the employee pursuant to the said Act, a further amount in respect of the period taken calculated at the rate per week of 17.5 per cent of the appropriate weekly wage prescribed by clause 6, Wage Rates.
- (c) Where the employment of an employee who has become entitled to an annual holiday pursuant to section 3 of the said Act is terminated by the employer for any cause other than misconduct and the employee has not taken all of the annual holiday to which the employee is entitled, the employee shall be paid in addition to the amount payable pursuant to the said Act, a further amount in respect of the annual holiday to which the employee is entitled calculated at the rate prescribed by paragraph (b) of this clause.
- (d) This clause applies where an employee is given and takes the annual holiday prescribed by the said Act or any period thereof, and where the employment of an employee who has become entitled to the annual holiday prescribed by the said Act is terminated by the employer for any cause other than misconduct on or after that date.

22. Long Service Leave

See *Long Service Leave Act 1955*.

23. Sick Leave

- (a) Entitlement: An employee on weekly hiring is absent from work on account of personal illness, or on account of injury by accident arising out of and in the course of the employee's employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:
 - (i) The employee shall not be entitled to paid leave of absence for any period in respect of which there is entitlement to workers' compensation.
 - (ii) The employee shall comply with subclause (f), Notification of Absence, of clause 2, Contract of Employment, of this award, in relation to such absence.
 - (iii) The employee shall prove to the satisfaction of the employer (or, in the event of a dispute, the Vehicle Industry (State) Industrial Committee) that the employee was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
 - (iv) The employee shall not be entitled during the first year of any period of service with an employer to leave in excess of 38 hours of working time but thereafter shall be entitled to leave up to 60.8 hours of working time each year.

- (v) In the case of an employee who otherwise is entitled to payment under this clause but who at the time of the absence concerned has not given three months' continuous service in the employee's current employment with the employer the right to receive payment shall not arise until the employee has given such service, unless before that date the employee lawfully leaves the employment of that employer or the employee's services are terminated by the employer through no fault of the employee in which case the employee shall be entitled to payment for any leave so taken on the basis of 3.16 hours for each completed month of service.
- (vi) all medical certificates shall comply with the following criteria:
 - (1) Certificates shall be legible and state that the employee is unfit for duty on account of personal illness or injury by accident and expected duration of the disability.
 - (2) Certificates shall be on pre-printed notepaper including the name of the medical practitioner and the address of the surgery.
 - (3) Certificates shall show the date of the medical examination and the name of the patient examined.
 - (4) Retrospective or altered certificates are unacceptable.
- (b) Single Day Absences: An employee shall not be entitled to single days of paid sick leave on more than two occasions in any one year of service unless the employee produces to the employer a certificate from a qualified medical practitioner to the effect that he or she is unfit for duty on account of personal illness or injury by accident. Nothing in this subclause shall limit the employer's rights under paragraph (iii) of subclause (a) hereof.
- (c) Sick Leave Year and Calculation of Sick Leave Rights: For the purpose of calculating sick leave rights under this award:
 - (i) an employee who continues in their present employment from the date of coming into operation of this award shall be credited with the number of hours sick leave which stood to the employee's credit with the present employer as at the date of coming into operation of this award and shall have future paid sick leave rights calculated on a yearly basis, the year commencing as from the beginning of the employee's next sick leave year with that employer;
 - (ii) any other employee shall have the sick leave and rights calculated with the one employer, provided that when an employee continues in the service of an employer, the employee shall be credited with 60.8 hours at the commencement of the employee's next year of service.
- (d) Cumulative Sick Leave:
 - (i) Sick leave shall accumulate from year to year so that any balance of the period specified in paragraph (iv) of subclause (a), and subclause (c) of this clause which has in any year not been allowed to an employee by the employer as paid sick leave may be claimed by the employee and subject to the conditions hereinbefore prescribed shall be allowed by the employer in a subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulates pursuant to this subclause shall be available to the employee for a period of 12 years but for no longer from the end of the year in which it accrues.
- (e) Transmission of Business: Where an employer is a successor or assignee or transmittee of a business, if an employee was in the employment of the employer's predecessor at the time when the employer became such successor or assignee or transmittee the employee in respect of the period during which the employee was in the service of the predecessor shall for the purpose of this clause be deemed to be in the service of the employer.

- (f) Leave Granted Without Entitlement: Where an employee claims sick leave in circumstances where under the terms of this clause he has no entitlement and the employer at the request of the employee, grants paid leave such paid leave shall be debited against the employee's entitlement to sick leave.

24. Personal/Carer's Leave

(1) Use of Sick Leave:

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) or 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 at Clause 23, Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 1. 'relative' means a person related by blood, marriage of 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) For the purpose only of providing care and support for a person in accordance with subclause (1) of this clause, and despite the provisions of subclause (iv) of Clause 18, Overtime, the following provisions shall apply.
- (b) 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 twelve (12) months of the said election.
- (c) 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.
- (d) If, having elected to take time as leave in accordance with paragraph (a), the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry date of the twelve (12) month period or on termination.
- (e) 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 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.

25. Bereavement Leave

- (a) An employee other than a casual employee shall be entitled to up to three days bereavement leave without deduction of pay 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.
- (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 24(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 (1), (2), (3), (4), (5) and (6) of clause 24. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operation requirement of the business.

26. Make Up of Workers' Compensation Payments

Subject at all times to the provisions of this clause, an employee upon receiving payment of workers' compensation in the terms of the *Workers' Compensation Act 1987*, and continuing to receive such payment in respect of weekly incapacity within the meaning of the said Act shall be paid accident pay by the employer who is liable to pay workers' compensation under the said Act which said liability by the employer for accident pay, may be discharged by another person on the employee's behalf, provided that -

- (a)
 - (i) Accident pay shall only be payable to an employee whilst such employee remains in the employment of the employer by whom the employee was employed at the time of the incapacity and then only for such period as the employee receives a weekly payment under the *Workers' Compensation Act 1987*.
 - (ii) The employer shall not terminate the employment of the employee to avoid payment of entitlements for the employee provided for in this clause.
- (b) Accident pay shall not apply to any incapacity occurring during the first three weeks of employment unless such incapacity continues beyond the first three weeks and then, the provisions of this clause shall apply only to the period of incapacity after the first three weeks. Provided that as to industrial aggravation or acceleration (as provided in the *Workers' Compensation Act 1987*), the provisions of this subclause shall not apply unless the employee has been employed with the employer at the time of the incapacity for a minimum period of one month.
- (c) The provisions of this clause shall not apply in respect of any injury during the first five normal working days of incapacity.
- (d) An employee on engagement may be required to declare all workers' compensation claims made by the employee or on the employee's behalf in the previous five years and in the event of false or inaccurate information being deliberately and knowingly declared the employer may require the employee to forfeit the employee's entitlement to accident pay under this clause.
- (e) The maximum period or aggregate of periods of accident pay to be made by an employer shall be a total of twenty-six weeks for any one injury as defined in subclause (q) of this clause.

- (f) The provisions of this clause shall not apply in respect of any period of other paid leave of absence.
- (g) An employee, upon receiving an injury for which the employee claims to be entitled to receive accident pay, shall give notice in writing of the said injury to the employer as soon as reasonably practicable after the occurrence thereof; provided that such notice may be given by a representative of the employee.
- (h) In order to receive entitlement to accident pay an employee shall conform to the requirements of the *Workers' Compensation Act 1987*, as to medical examination. Where, in accordance with the said Act a medical referee gives a certificate as to the condition of the employee and the employee's fitness for work or specifies work for which the employee is fit and such work is made available by the employer and refused by the employee or the employee fails to commence the work, the provisions of this clause shall cease to apply to the said employee from the date of such refusal or failure to commence the work.
- (i) Where there is a redemption of weekly compensation payments under the said Act the employer's liability to pay benefits under this clause shall cease as from the date of such redemption.
- (j)
 - (i) An employee receiving or who has received accident pay shall advise the employee's employer of any action that the employee may institute or any claim the employee may make for damages. Further, the employee shall, if requested, provide an authority to the employer entitling the employer to a charge upon any moneys payable pursuant to any verdict or settlement on that injury.
 - (ii) Where an employee obtains a verdict for damages in respect of an injury for which the employee has received benefits under this clause the employer's liability to pay such benefits shall cease from the date of such verdict; provided that if the verdict for damages is not reduced either in whole or part by the amount of the benefits so paid by the employer, the employee shall pay to the employer the amount of such benefits already received in respect of that injury by which the verdict has not been so reduced.
 - (iii) Where an employee obtains a verdict for damages against a person other than the employer in respect of an injury for which the employee has received benefits under this clause, the employer's liability to pay such benefits shall cease from the date of such verdict; provided that if the verdict for damages is not reduced either in whole or part by the amount of benefits so paid by the employer the employee shall pay to the employer any amount of such benefits already received in respect of that injury by which the verdict has not been so reduced.
- (k) Nothing in this clause shall require an employer to insure against liability for the payment of benefits under this clause.
- (l) Any changes in compensation rates under the *Workers' Compensation Act 1987*, shall not increase the amount of the benefits payable under this clause that would have been payable had the rates of compensation remained unchanged.
- (m) All rights to any benefits under this clause shall cease on the death of an employee.
- (n) This clause shall only apply in respect of incapacity arising from an injury occurring or recurring on or after 1 March 1987.
- (o) Where an employee receives a benefit payment under this clause and such payment is payable for incapacity for part of a week, the amount shall be a direct pro-rata payment.
- (p) For the purpose of this clause "Accident Pay" shall mean-
 - (i) In the case of an employee who is deemed to be totally incapacitated within the meaning of the said Act and arising from an injury covered by this clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under the said Act for

the week in question and the total thirty eight hour weekly award rate for a day worker which would have been payable under the employee's normal classification together with the employee's normal weekly overaward payment for work for the week in question if the employee had been performing the employee's normal duties, provided that shift premiums, overtime payments, fares and travelling allowance, tool allowance, special rates or other similar payments shall not be included.

- (ii) In the case of an employee who is deemed to be partially incapacitated within the meaning of the *Workers' Compensation Act 1987*, and arising from an injury covered by this clause means a weekly payment of an amount of compensation paid under the said Act for the period in question together with the average weekly amount the employee is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the relevant Workers' Compensation Board or equivalent authority or as agreed between the parties) and the total thirty eight hour weekly award rate for a day worker which would have been payable under that employee's normal weekly overaward payment for work for the week in question if the employee had been performing the employee's normal duties; provided that shift premiums, overtime payments, fares and travelling allowance, special rates or other similar payments shall not be included. The total so calculated shall be the same as that applying for a total incapacity under paragraph (i) of this subclause, provided that where an employee receives a weekly payment under this paragraph and subsequently such payment is reduced pursuant to the *Workers' Compensation Act 1987*, such reduction will not increase the liability of the employer to increase the amount of accident pay in respect of that injury.
- (q) For the purpose of this clause "Injury" shall be given the same meaning and application as applying under the *Workers' Compensation Act 1987*, and no injury shall result in the application of accident pay unless an entitlement exists under the *Workers' Compensation Act 1987*.

27. Travelling Time, Accommodation & Meals

- (a) Travelling Time: An employee required on any day to perform ordinary work away from a location where the employee normally works shall:
 - (i) If required to present for normal working hours be paid at ordinary time rates for extra time spent when travelling except on Saturdays, Sundays and holidays when the employee shall be paid time and one half;
 - (ii) Be paid any fares reasonably incurred in excess of those normally incurred in travelling between his or her home and such workplace and depot;
 - (iii) An employee who, with the approval of the company uses the employee's own means of transport for travelling to or from outside jobs or venues shall be paid the amount of excess fares which the employee would have been incurred in using public transport unless the employee has an arrangement with the company for a regular allowance.
 - (iv) An employee who is required by the employer to use the employee's own motor vehicle on the employer's business shall be paid an allowance per kilometre travelled as set out at Item 12 of Table 7 - Allowances, of Part B, Monetary Rates.
 - (v) The maximum travelling time to be paid shall be 12 hours out of any period of 24 hours, or when sleeping both is provided by the employer for all night travel, eight hours out of every 24.
- (b) Transfer of Employment : An employee
 - (i) engaged in one locality to work in another; or
 - (ii) sent, other than at the employee's own request, from the usual locality to another for employment which can be reasonably regarded as permanent, involving a change of residence, shall be paid travelling time whilst necessarily travelling between such localities and, for a period not

exceeding three months, expenses. Provided that such expenses shall cease after the employee has taken up permanent residence or abode at the new location.

- (c) Accommodation and Meals: Where an employee is required to travel in circumstances requiring the employee to stay away from home overnight, the employee shall, except to the extent that arrangements may be made for the expenses to be charged to the employer, be reimbursed for expenses reasonably incurred for accommodation and meals.
- (d) "Expenses" for the purpose of this clause means
 - (i) All reasonable fares and expenses incurred whilst travelling including an amount for each meal as set out at Item 13 of Table 7.
 - (ii) A reasonable allowance to cover the cost incurred for board and lodging.

28. Accommodation and Conveniences

Each employer, for the use of the employees, shall:

- (i) supply boiling water at meal times;
- (ii) provide in each workplace, an adequate supply of cool drinking water;
- (iii) provide and continuously maintain in each workplace, and at other places where employees are regularly employed, a reasonably accessible first aid outfit in accordance with the Occupational Health and Safety Regulation 2001;
- (iv) provide proper and sufficient sanitary conveniences;
- (v) provide each employee with a suitable locker, to be maintained in good working order, at some reasonably convenient place on the employer's premises or hanging facilities which afford reasonable protection for employee's clothes;
- (vi) provide proper and sufficient washing facilities.

29. Clothing, Etc.

- (a) Uniforms: Where an employer requires an employee as a condition of employment to wear special uniform, such uniform shall be supplied and cleaned free of cost to the employee and shall remain the property of the employer.
- (b) Seats: The employer shall provide, where practicable, a suitable seat upon request by an employee.
- (c) Protective Clothing: An employee working with acids or other substances of a like nature shall be provided by the employer with adequate protective clothing and boots.
- (d) Suitable protective clothing shall be provided by the employer for an employee required to work in the rain or in a car laundry or in a washing bay or in a steam cleaning or proof coating operations.
- (e) An employee engaged in wet rubbing shall be provided by the employer with a rubber apron and rubber boots.

30. Jury Service

An employee on weekly hiring required to attend for jury service during ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of the employee's 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 employer as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee shall give the employer proof of attendance, the duration of such attendance, and the amount received in respect of such jury service.

31. Superannuation

(a) Definitions:

For the purpose of this clause:

- (i) 'Act and Regulations' means the *Superannuation Guarantee (Administration) Act 1992* and Regulations pertaining thereto, as amended from time to time.
- (ii) 'Employee' means any person employed under the terms of this award.
- (iii) 'Employer' means any employer who is bound by this award.
- (iv) 'Ordinary-time Earnings' means the employee's wages for work performed in ordinary hours, as defined in paragraph (a) of subclauses (3) and (4) of clause 6, Wage Rates; clauses 14, Rates for Saturday Work, 15, Rates for Sunday Work; 16, Rates for Holiday Work and 21, Annual Leave, and includes overaward payments and shift penalties.
- (v) The "superannuation fund" shall mean either:
 - (1) Australian Retirement Fund or Retail Employees' Superannuation Trust or MTAA Industry Superannuation Fund or ASSET; or
 - (2) an exempt fund under this award.
- (vi) An "exempt fund" shall mean:
 - (1) any fund specified by an award or registered industrial agreement which has application to the employees in the principal business of the employer where employees covered by this award are the minority of award covered employees; or
 - (2) any nominated fund by a union which the employer elects to pay in contribution on behalf of the employer's employees provided that such fund complies with the Act and Regulations; or
 - (3) any other superannuation fund for which an employer, is already making contributions which satisfy the contribution requirements of subclause (c) of this clause.

(b) Eligibility of Employees:

- (i) All employees (other than casuals as defined in clause 3, Casual Employment) shall, on completion of six weeks service (such service to include any service prior to 11 April 1990) become eligible for superannuation contributions as set out in subclause (c) of this clause. Provided, however, that such employees be given a death and disability cover in accordance with the fund (at a cost not exceeding \$2.00 per week) to provide cover to such employees during the first six weeks of employment.
- (ii) Casual employees who earn more than \$200.00 per month shall, upon completion of six weeks service, become eligible for superannuation contributions as set out in the said subclause (c). Provided, however, that such employees be given death and disability cover in accordance with the fund (at a cost not exceeding \$2.00 per week) to provide cover to such employees during the first six weeks of employment.

- (c) Contributions:
- (i) Subject to subclauses (b), (d) and (f) of this clause, an employer shall contribute to the superannuation fund chosen by the employee a superannuation contribution equivalent to three per cent of such employee's ordinary-time earnings.
 - (ii) Provided that such contributions shall be made upon completion of the qualifying period specified in subclause (b) of this clause for eligible employees.
 - (iii) Provided further, however, that such eligible employees be given death and disability cover in accordance with the superannuation fund (at a cost not exceeding \$2.00 per week) to provide cover to such employees during the first six weeks' employment.
 - (iv) Such contributions required by this subclause will be made to the superannuation fund in the manner and at the times specified by the terms of the fund or in accordance with any agreement between the employer and the Trustees of the fund.
- (d) Fund Membership:
- (i) On engagement, and for existing employees, the employer shall make the employee aware of his/her entitlements under this clause and offer the employee the opportunity to become a member of the appropriate fund. An employee shall be required to properly complete the necessary application form(s) to become a member of an appropriate fund. The employee shall be free to determine the fund of the employee's choice as provided by this clause.
 - (ii) The employer shall make contributions in accordance with subclause (c) of this clause on behalf of all eligible employees once such employees complete the qualifying period as prescribed in subclause (b) of this clause and complete the necessary application forms.
 - (iii) Where an employee is not a member of the fund, but eligible to join the fund, the employer shall remind the employee, in writing, of the employee's entitlements within a period of a further six months from the date of becoming eligible for superannuation.
- (e) Exempt Fund Employers:
- (i) Any employer making contributions to an exempt fund defined in paragraph (vi) of subclause (a) of this clause shall notify the Industrial Relations Commission of New South Wales.
 - (ii) Leave is reserved to any employer to apply for exemption from this clause on the grounds of the standard of existing superannuation arrangements provided by the employer or the employer's financial capacity to pay.
 - (iii) In circumstances where any organisation respondent to this award is concerned about the suitability of any exempt fund as defined in paragraph (vi) of subclause (a) of this clause it may challenge the suitability of that fund before the Industrial Relations Commission of New South Wales within six months from the date of operation or the date of fund selection, whichever is the latest.
- (f) Absence from Work: Subject to the Trust Deed of the fund of which the employee is a member, absences from work will be treated in the following manner:
- (i) Paid Leave - Contributions shall continue whilst a member of a fund is absent on paid leave such as annual leave, long service leave, public holidays, jury service, sick leave and bereavement leave.
 - (ii) Unpaid Leave - Contributions shall not be required to be made in respect of any absence from work without pay.

- (iii) Work Related Injury and Sickness - In the event of an eligible employee's absence from work due to work related injury or sickness, contributions shall continue for the period of the absence (subject to a maximum of 52 weeks total absence for each injury or sickness), provided that the member of the fund (employee) is receiving payments in accordance with the provisions of an award or an industrial agreement dealing with accident pay.
- (g) Coercion or Intimidation:
 - (i) No employer or employee shall be coerced or intimidated into joining a particular fund by any party of this award.
 - (ii) In the event of a party alleging a breach of this provision the matter may be brought before a member of the Industrial Relations Commission of New South Wales for determination of the fund in dispute.

32. Introduction of Change and Redundancy

- (1) Introduction of Change:
 - (a) Employer's Duty to Notify
 - (i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and their union or unions.
 - (ii) "Significant effects" include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that, where the award makes provision for an alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.
 - (b) Employer's Duty to Discuss Change
 - (i) The employer shall discuss with the employees affected and their union or unions, inter alia, the introduction of the changes referred to in subclause (1)(a) of this clause, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their union or unions in relation to the changes.
 - (ii) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in the said subclause (1)(a).
 - (iii) For the purpose of such discussion, the employer shall provide in writing to the employees concerned and their union or unions, all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees; provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.
- (2) Redundancy:
 - (a) Discussions Before Terminations
 - (i) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of

employment, the employer shall hold discussions with the employees directly affected and with their union or unions.

- (ii) The discussions shall take place as soon as practicable after the employer has made a definite decision which will invoke the provisions of paragraph (i) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations on the employees concerned.
 - (iii) For the purposes of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and their union or unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.
- (b) **Transfer to Lower Paid Duties** - Where an employee is transferred to lower paid duties for reasons set out in paragraph (i) of subclause (2)(a) of this subclause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new lower ordinary-time rate for the number of weeks of notice still owing.
- (c) **Severance Pay** - In addition to the period of notice prescribed for ordinary termination in subclause (e) of clause 2, Contract of Employment, and subject to further order of the Industrial Relations Commission of New South Wales, an employee whose employment is terminated for reasons set out in paragraph (i) of subclause (2)(a) of this clause shall be entitled to the following amount of severance pay in respect of a continuous period of service:
- (i) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

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

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

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

- (iii) "Week's pay" means the all-purpose rate of pay for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, overaward payments, shift penalties and allowances paid in accordance with this award.

Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

- (d) Employee Leaving During Notice - An employee whose employment is terminated for reasons set out in paragraph (i) of subclause (2)(a) of this clause may terminate the employee's employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
- (e) Alternative Employment - An employer, in a particular redundancy case, may make application to the Industrial Relations Commission of New South Wales to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.
- (f) Time Off During Notice Period -
 - (i) During the period of notice of termination given by the employer an employee shall be allowed up to seven hours 36 minutes time off without loss of pay during each week of notice for the purpose of seeking other employment.
 - (ii) If the employee has been allowed paid leave for more than eight during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

For this purpose, a statutory declaration which states the date, time and location of such interview will be sufficient.

- (g) Notice to Centrelink - Where a decision has been made to terminate employees in the circumstances outlined in paragraph (i) of subclause (2)(a) of this clause, the employer shall notify the Centrelink thereof as soon as possible, giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (h) Superannuation Benefits - Subject to further order of the Commission, where an employee whose employment is terminated receives a benefit from a superannuation scheme, the employee only receive under subclause (2)(c) of this clause, the difference between the severance pay specified in that subclause and the amount of the superannuation benefit the employee receives which is attributable to employer contributions only.

If this superannuation benefit is greater than the amount due under the said subclause (c), then the employee shall receive no payment under that subclause.

- (i) Transmission of Business -
 - (i) Where a business is, before or after the date of this award, transmitted from an employer (in this subclause called the "transmitter") to another employer (in this subclause called "the transmittee") and an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transmittee:
 - (1) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (2) the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.

- (ii) In this subclause "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession, whether by agreement or by operation of law, and "transmitted" has a corresponding meaning.
- (j) Employees with Less than One Year's Service - This clause shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (k) Employees Exempted - This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency, misconduct or neglect of duty, or in the case of casual employees, probationary apprentices, apprentices, or employees engaged for a specific period of time or for a specified task or tasks.
- (l) Employers Exempted - Subject to an order of the Industrial Relations Commission of New South, in a particular redundancy case, this clause shall not apply:
 - (a) to employers who employ less than 15 employees;
 - (b)
 - (i) to a lease (service station only), franchise or licence or like a agreement under which the employer operates which is terminated without notice or with insufficient notice to comply with its provision where proof is provided to the relevant union or unions;
 - (ii) where an incoming employer offers to continue the employment of the employee;
 - (iii) to employers who transfer employees to a related company and ensure continuity of service of the employees so transferred.
- (m) Incapacity to Pay - An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

33. Shop Stewards

An employee(s) appointed Union Delegate(s) in the workplace shall, upon notification thereof to the employer, be recognised as the accredited representative of the union to which the employee belongs. The Union Delegate shall be allowed the necessary time during working hours to interview the employer or the employer's representative on matters affecting employees whom the Union Delegate represents.

34. Notice Board

- (a) An employer shall permit the erection in a prominent position on the premises of a notice board of reasonable dimensions or a number of such notice boards reasonable in the circumstances, upon which an accredited representative of a union bound by this award shall be permitted to post formal union notice signed by the Secretary or organiser of the union concerned or by the representative positing them. Any notice posted on a board not so signed may be removed by an accredited representative of the Union concerned or by the employer.
- (b) An employer shall have a copy of this award, as varied from time to time, available at a place on the employer's premises reasonably accessible to the employees.

35. Right of Entry

See Chapter 5, Part 7 of the *Industrial Relations Act* 1996.

36. Time and Wages Record

See *Industrial Relations (General) Regulation 1996*, Part 3, Pay Slips and Employers' Records.

37. Parental Leave

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part time in connection with the birth or adoption of a child.

(A) Maternity Leave - Nature of Leave

- (1) Maternity leave is unpaid leave.
- (2) Definitions - For the purposes of this subclause:
 - (a) 'Employee' includes full-time, part-time and regular casual employees but does not include other casual or seasonal employees.
 - (b) 'Paternity Leave' means leave of the type provided for in subclause (B) whether prescribed in an award or otherwise.
 - (c) 'Child' means a child of the employee under the age of one year.
 - (d) 'Spouse' includes a de facto or a former spouse.
 - (e) 'Continuous service' means service under an unbroken contract of employment and includes:
 - (i) any period of leave taken in accordance with this clause,
 - (ii) any period of part time employment worked in accordance with this clause, or
 - (iii) any period of leave or absence authorised by the employer or by the award.
 - (f) 'Regular casual employee' means a casual employee who works for an employer on a regular and systematic basis and who has a reasonable expectation of on-going employment on that basis.
- (3) Eligibility for maternity leave - An employee who becomes pregnant, upon production to her employer of the certificate required by paragraph (4) hereof, shall be entitled to a period of up to 52 weeks maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.

Subject to paragraphs (6) and (9) of this subclause, the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks compulsory leave.

The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.
- (4) Certification - At the time specified in paragraph (5) the employee must produce to her employer:
 - (a) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;

- (b) a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- (5) Notice requirements
 - (a) an employee shall, not less than 10 weeks prior to the presumed date of confinement, produce to her employer the certificate referred to in subparagraph 4(a).
 - (b) an employee shall give not less than four weeks notice in writing to her employer of the date upon which she proposes to commence maternity leave, stating the period of leave to be taken and shall, at the same time, produce to her employer the statutory declaration referred to in subparagraph 4(b).
 - (c) an employer by not less than 14 days notice in writing to the employee may require her to commence maternity leave at any time within the six weeks immediately prior to her presumed date of confinement.
 - (d) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subparagraph (b) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.
- (6) Transfer to a Safe Job - Where, in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purposes of paragraphs (10), (11), (12) and (13) hereof.
- (7) Variation of Period of Maternity Leave
 - (a) Provided the maximum period of maternity leave does not exceed the period to which the employee is entitled under paragraph (3) hereof:
 - (i) the period of maternity leave may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
 - (ii) the period may be further lengthened by agreement between the employer and the employee.
 - (b) The period of maternity leave may, with the consent of the employer, be shortened by the employee given not less than 14 days notice in writing stating the period by which the leave is to be shortened.
- (8) Cancellation of Maternity Leave
 - (a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.
 - (b) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

- (9) Special Maternity Leave and Sick Leave
- (a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then -
- (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, or
- (ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.
- (b) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under paragraph (3) hereof.
- (c) For the purposes of paragraphs (10), (11), and (12) hereof, maternity leave shall include special maternity leave.
- (d) An employee returning to work after the completion of a period of leave taken pursuant to this paragraph shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to paragraph (6) hereof, to the position she held immediately before such transfer.
- Where such position no longer exists but there are other positions available, for which the employee is qualified for and is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.
- (10) Maternity Leave and Other Leave Entitlements
- (a) Provided the aggregate of leave including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph (3) hereof, an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is entitled.
- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during her absence on maternity leave.
- (11) Effect of Maternity Leave on Employment - Subject to this subclause, notwithstanding any award or provision to the contrary, absence on maternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose.
- (12) Termination of Employment
- (a) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.
- (b) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.
- (13) Return to Work After Maternity Leave

- (a) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
- (b) An employee, upon returning to work after maternity leave or the expiration of the notice required by subparagraph (a) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave, or, in the case of an employee who was transferred to a safe job pursuant to paragraph (6) hereof, to the position which she held immediately before such transfer or in relation to an employee who has worked part time during the pregnancy the position she held immediately before commencing such part time work.

Where such position no longer exists but there are other positions available for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(14) Replacement Employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.
- (b) Before an employer engages a replacement employee under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(B) Paternity Leave - Nature of Leave

- (1) Paternity leave is unpaid leave.
- (2) Definitions - For the purposes of this subclause:
 - (a) 'Employee' includes full-time, part-time and regular casual employees but does not include other casual or seasonal employees.
 - (b) 'Maternity leave' means leave of the type provided for in subclause (a) (and includes special maternity leave) whether prescribed in an award or otherwise.
 - (c) 'Child' means a child of the employee or the employee's spouse under the age of one year.
 - (d) 'Spouse' includes a de facto or a former spouse.
 - (e) 'Primary care-giver' means a person who assumes the principal role of providing care and attention to a child.
 - (f) 'Continuous service' means service under an unbroken contract of employment and includes:
 - (i) any period of leave taken in accordance with this clause,

- (ii) any period of part time employment worked in accordance with this clause, or
 - (iii) any period of leave or absence authorised by the employer or by the award.
- (g) 'Regular casual employee' means a casual employee who works for an employer on a regular and systemic basis and who has reasonable expectation of on-going employment on that basis.
- (3) Eligibility for paternity leave - A male employee, upon production to his employer of the certificate required by paragraph (4), shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances:
- (a) an unbroken period of up to one week at the time of confinement of his spouse;
 - (b) a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse in relation to the same child and shall not be taken concurrently with that maternity leave.
- The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which he proceeds upon either period of leave.
- (4) Certification - At the time specified in paragraph (5) the employee must produce to his employer:
- (a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place;
 - (b) in relation to any period to be taken under subparagraph (3)(b) hereof, a statutory declaration stating:
 - (i) he will take that period of paternity leave to become the primary care-giver of a child;
 - (ii) particulars of any period of maternity leave sought or taken by his spouse; and
 - (iii) for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.
- (5) Notice Requirements
- (a) The employee shall, not less than ten weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he proposes to start and finish the period or periods of leave and produce the certificate and statutory declaration required in paragraph (4) hereof.
 - (b) The employee shall not be in breach of this paragraph as a consequence of failure to give the notice required in subparagraph (a) hereof if such failure is due to:
 - (i) the birth occurring earlier than the expected date; or
 - (ii) the death of the mother or the child; or
 - (iii) other compelling circumstances.
 - (c) The employee shall immediately notify his employer of any change in the information provided pursuant to paragraph (4) hereof.
- (6) Variation of period of paternity leave

- (a) Provided the maximum period of paternity leave does not exceed the period to which the employee is entitled under paragraph (3) hereof:
 - (i) the period of paternity leave provided by subparagraph (3)(b) may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
 - (ii) the period may be further lengthened by an agreement between the employer and the employee.
 - (b) The period of paternity leave taken under subparagraph (3)(b) hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.
- (7) Cancellation of paternity leave - Paternity leave, applied for under subparagraph (3)(b) hereof but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.
- (8) Paternity leave and other leave entitlements
- (a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph (3) hereof, an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part thereof to which he is entitled.
 - (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during his absence on paternity leave.
- (9) Effect of paternity leave on employment - Subject to this subclause, notwithstanding any award or other provision to the contrary absence on paternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose.
- (10) Termination of employment
- (a) An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this award.
 - (b) An employer shall not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.
- (11) Return to work after paternity leave
- (a) An employee shall confirm his intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of paternity leave provided by subparagraph (3)(b) hereof.
 - (b) An employee, upon returning to work after paternity leave or the expiration of the notice required by subparagraph (a) hereof, shall be entitled to the position which he held immediately before proceeding on paternity leave, or in relation to an employee who has worked part time under this clause to the position he held immediately before commencing such part time work.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, he shall be entitled to a position as nearly comparable in status and pay to that of his former position.

(12) Replacement employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.
- (b) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this subclause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(C) Adoption Leave

- (1) Nature of Leave - Adoption leave is unpaid leave.
- (2) Definitions - For the purposes of this subclause:
 - (a) 'Employee' includes full-time, part-time and regular casual employees but does not include other casual or seasonal employees.
 - (b) 'Child' means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
 - (c) 'Relative adoption' occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).
 - (d) 'Primary care-giver' means a person who assumes the principal role of providing care and attention to a child.
 - (e) 'Spouse' includes a de facto spouse.
 - (f) 'Continuous service' means service under an unbroken contract of employment and includes:
 - (i) any period of leave taken in accordance with this clause,
 - (ii) any period of part time employment worked in accordance with this clause, or
 - (iii) any period of leave or absence authorised by the employer or by the award.
 - (g) 'Regular casual employee' means a casual employee who works for an employer on a regular and systematic basis and who has a reasonable expectation of on-going employment on that basis.

- (3) Eligibility - An employee, upon production to the employer of the documentation required by paragraph (4) hereof shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances:
- (a) an unbroken period of up to three weeks at the time of the placement of the child;
 - (b) an unbroken period of up to 52 weeks from the time of its placement in order to be the primary care-giver of the child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. This entitlement of up to 52 weeks shall be reduced by:
 - (i) any period of leave taken pursuant to subparagraph (a) hereof, and
 - (ii) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse;
- The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave in either case.

- (4) Certification - Before taking adoption leave the employee must produce to the employer:
- (a)
 - (i) A statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or
 - (ii) A statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.
 - (b) In relation to any period to be taken under subparagraph (3)(b) hereof, a statutory declaration stating:
 - (i) the employee is seeking adoption leave to become the primary care-giver of the child;
 - (ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - (iii) for the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.
- (5) Notice requirements
- (a) Upon receiving notice of approval for adoption purposes, an employee will notify the employer of such approval and within 2 months of such approval shall further notify the employer of the period of adoption leave which the employee proposes to take. In the case of a relative adoption the employee shall notify as aforesaid upon deciding to take a child into custody pending an application for an adoption order.
 - (b) An employee who commences employment with an employer after the date of approval for adoption purposes shall notify the employer thereof upon commencing employment and of the period or periods of adoption leave which the employee proposes to take. Provided that such employee shall not be entitled to adoption leave unless the employee has not less than 12 months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave.

- (c) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but not later than 14 days before such placement give notice in writing to the employer of such date and of the date of the commencement of any period of leave to be taken under subparagraph (3)(a) hereof.
- (d) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under subparagraph (3)(b) hereof give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.
- (e) An employee shall not be in breach of this subclause, as a consequence of failure to give the stipulated period of notice in accordance with subparagraphs (c) and (d) hereof if such failure is occasioned by the requirement of an adoption agency to accept earlier placement of a child, the death of the spouse or other compelling circumstances.

(6) Variation of Period of Adoption Leave

- (a) Provided the maximum period of adoption leave does not exceed the period to which the employee is entitled under paragraph (3) hereof:
 - (i) the period of leave taken under subparagraph (3)(b) hereof may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
 - (ii) the period may be further lengthened by agreement between the employer and employee.
- (b) The period of adoption leave taken under subparagraph (3)(b) hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

(7) Cancellation of Adoption Leave

- (a) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed;
- (b) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue the employee shall notify the employer forthwith and the employer shall nominate a time not exceeding 4 weeks from receipt of notification for the employee's resumption of work.

(8) Special Leave - The employer shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding 2 days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the employer may require the employee to take such leave in lieu of special leave.

(9) Adoption Leave and Other Entitlements

- (a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph (3) hereof, an

employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part thereof to which he or she is entitled.

- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during the employee's absence on adoption leave.
- (10) Effect of Adoption Leave on Employment - Subject to this subclause, notwithstanding any award or other provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose.
- (11) Termination of Employment
- (a) An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this Award.
 - (b) An employer shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.
- (12) Return to Work After Adoption Leave
- (a) An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than 4 weeks prior to the expiration of the period of adoption leave provided by subparagraph (3)(b) hereof.
 - (b) An employee, upon returning to work after adoption leave shall be entitled to the position held immediately before proceeding on such leave or in relation to an employee who has worked part time under this clause the position held immediately before commencing such part time work.
- Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee shall be entitled to a position as nearly comparable in status and pay to that of the employee's former position.
- (13) Replacement Employees
- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.
 - (b) Before an employer engages a replacement employee under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
 - (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
 - (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(D) Part-time Work

- (1) Definitions - For the purposes of this subclause:

- (a) 'Male employee' means an employed male who is caring for a child born of his spouse or a child placed with the employee for adoption purposes.
 - (b) 'Female employee' means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.
 - (c) 'Spouse' includes a de facto or former spouse.
 - (d) 'Former position' means the position held by a female or male employee immediately before proceeding on leave or part time employment under this subclause whichever first occurs or, if such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.
 - (e) 'Continuous service' means service under an unbroken contract of employment and includes:
 - (i) any period of leave taken in accordance with this clause;
 - (ii) any period of part time employment worked in accordance with this clause; or
 - (iii) any period of leave or absence authorised by the employer or by the award.
- (2) Entitlement - With the agreement of the employer:
- (a) A male employee may work part time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
 - (b) A female employee may work part time in one or more periods while she is pregnant where part time employment is, because of the pregnancy, necessary or desirable.
 - (c) A female employee may work part time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.
 - (d) In relation to adoption a female employee may work part time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.
- (3) Return to former position -
- (a) An employee who has had at least 12 months continuous service with an employer immediately before commencing part time employment after the birth or placement of a child has, at the expiration of the period of such part time employment or the first period, if there is more than one the right to return to his or her former position.
 - (b) Nothing in subparagraph (a) hereof shall prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part time employment.
- (4) Effect of part time employment on continuous service - Commencement on part time work under this clause, and return from part time work to full time work under this clause, shall not break the continuity of service or employment.
- (5) Pro rata entitlements - Subject to the provisions of this subclause and the matters agreed to in accordance with paragraph (8) hereof, part time employment shall be in accordance with the provisions of this award which shall apply pro rata.

- (6) Transitional arrangements - Annual Leave
- (a) An employee working part time under this subclause shall be paid for and take any leave accrued in respect of a period of full time employment, in such periods and manner as specified in the annual leave provisions of this award, as if the employee were working full time in the class of work the employee was performing as a full time employee immediately before commencing part time work under this subclause.
- (b)
- (i) a full-time employee shall be paid for and take any annual leave accrued in respect of a period of part time employment under this subclause, in such periods and manner as specified in this award, as if the employee were working part time in the class of work the employee was performing as a part time employee immediately before resuming full time work.
- (ii) provided that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full time rate.
- (7) Transitional arrangements - Sick Leave - An employee working part time under this subclause shall have sick leave entitlements which have accrued under this award (including any entitlement accrued in respect of previous full time employment) converted into hours. When this entitlement is used, whether as a part time employee or as a full time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.
- (8) Part time work agreement
- (a) Before commencing a period of part time employment under this subclause the employee and the employer shall agree:
- (i) that the employee may work part time;
- (ii) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
- (iii) upon the classification applying to the work to be performed; and
- (iv) upon the period of part time employment.
- (b) The terms of this agreement may be varied by consent.
- (c) The terms of this agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.
- (d) The terms of this agreement shall apply to the part time employment.
- (9) Termination of employment
- (a) The employment of a part time employee under this clause, may be terminated in accordance with the provisions of this award but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.
- (b) Any termination entitlements payable to an employee whose employment is terminated while working part time under this clause, or while working full time after transferring from part time work under this clause, shall be calculated by reference to the full time rate

of pay at the time of termination and by regarding all service as a full time employee as qualifying for a termination entitlement based on the period of full time employment and all service as a part time employee on a pro rata basis.

- (10) Extension of hours of work - An employer may request, but not require, an employee working part time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with paragraph (8).
- (11) Nature of part time work - The work to be performed part time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this award.
- (12) Inconsistent award provisions - An employee may work part time under this clause notwithstanding any other provision of this award which limits or restricts the circumstances in which part time employment may be worked or the terms upon which it may be worked including provisions:
- (a) limiting the number of employees who may work part time;
 - (b) establishing quotas as to the ratio of part time to full time employees;
 - (c) prescribing a minimum or maximum number of hours a part time employee may work; or
 - (d) requiring consultation with, consent of or monitoring by a union;

and such provisions do not apply to part time work under this clause.

- (13) Replacement employees
- (a) A replacement employee is an employee specifically engaged as a result of an employee working part time under this subclause.
 - (b) A replacement employee may be employed part time. Subject to this paragraph, paragraphs (5), (6), (7), (8), (9) and (12) of this subclause apply to the part time employment of replacement employee.

38. Basis of Award and Leave Reserved to Apply

- (a) In order to maintain uniformity in the industry, this award is based on the current Vehicle Industry, Repair Services and Retail Award, 1983 of the Australian Industrial Relations Commission made for the classes of labour provided for herein.
- (b) Leave is reserved to the parties to apply at any time for a variation of this award in order to make the rates and conditions of work uniform with the said award of the Australian Industrial Relations Commission or any award varying or replacing such award, so that uniformity in the industry dealt with by this award may be maintained.

39. Savings and Exemptions

- (a) Notwithstanding anything contained in this award, the wages existing for employees at the date of operation of this award shall not be reduced merely as a consequence of the coming into operation of this award.
- (b) Members of the Retail Traders' Association of N.S.W. are exempt from the provisions of this award, upon the conditions that they observe in respect of their employees the whole of the provisions of the Shop Employees (State) Award.

40. Traineeships

- (1) Objectives: The objective of this clause is to assist in the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees, particularly young people, and the long term unemployed. The system is neither designed nor intended for those who are already trained and job ready. It is not intended that existing employees shall be displaced from employment by trainees. Nothing in this award shall be taken to replace the prescription of training requirements in this Award.
- (2) Definitions:
- (a) Structured Training means that training which is specified in the Training Plan which is part of the Training Agreement registered with the relevant NSW Training Authority. It includes training undertaken both on and off-the-job in a traineeship scheme and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a Traineeship approved by the relevant NSW Training Authority and leads to a qualification set out in paragraph (f) of subclause (3), Training Conditions, of this clause.
 - (b) Relevant Union means the Shop, Distributive and Allied Employees Association, New South Wales, the Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern, New south Wales, and the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, New South Wales Branch.
 - (c) Trainee is an individual who is a signatory to a training agreement registered with the relevant NSW Training Authority and is involved in paid work and structured training which may be on or off the job. A trainee can be full-time, part-time or school-based.
 - (d) Traineeship means a system of training which has been approved by the relevant NSW Training Authority, and includes full time traineeships and part time traineeships.
 - (e) Training Agreement means an instrument which establishes a *Traineeship under the Industrial and Commercial Act 1989*. (Note: Under the Industrial and Commercial Training Act a training agreement is also referred to as an indenture).
 - (f) Training Plan means a programme of training which forms part of a Training Agreement registered with the Relevant NSW Training Authority.
 - (g) Relevant NSW Training Authority means the Department of Education and Training, or successor organisation.
 - (h) Year 10 for the purposes of this award any person leaving school before completing Year 10 shall be deemed to have completed Year 10.
- (3) Traineeship Conditions:
- (a) The Trainee shall attend an approved training course or training program prescribed in the Training Agreement or as notified to the trainee by the Relevant NSW Training Authority in an accredited and relevant traineeship.
 - (b) A Traineeship shall not commence until the relevant Training Agreement, has been signed by the employer and the trainee and lodged for registration with the Relevant NSW Training Authority.
 - (c) The employer shall ensure that the Trainee is permitted to attend the training course or program provided for in the Training Agreement and shall ensure that the Trainee receives the appropriate on-the-job training.
 - (d) The employer shall provide a level of supervision in accordance with the Training Agreement during the traineeship period.
 - (e) The employer agrees that the overall training program will be monitored by officers of the Relevant NSW Training Authority and that training records or work books may be utilised as part of this monitoring process.

- (f) Training shall be directed at:
- (i) the achievement of key competencies required for successful participation in the workplace (eg. literacy, numeracy, problem solving, team work, using technology) and an Australian Qualification Framework Certificate Level I.

This could be achieved through foundation competencies which are part of endorsed competencies for an industry or enterprise; and/or

- (ii) the achievement of key competencies required for successful participation in an industry or enterprise (where there are endorsed national standards these will define these competencies) as are proposed to be included in an Australian Qualification Framework Certificate Level II or above.

(4) Employment Conditions:

- (a) A Trainee shall be engaged as a full-time employee for a maximum of one year's duration or a part-time trainee for a period no greater than the equivalent of one year full-time employment. For example, a part-time trainee working 2½ days per week (including the time spent in approved training) works (and trains) half the hours of a full-time trainee and therefore their traineeship could extend for a maximum of two years.

In any event, unless the Relevant NSW Training Authority directs, the maximum duration for a traineeship shall be thirty six months.

By agreement in writing, and with the consent of the relevant NSW Training Authority, the relevant employer and the Trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship.

- (b) A trainee shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer.
- (c) Where the trainee completes the qualification in the Training Agreement, earlier than the time specified in the Training Agreement then the traineeship may be concluded by mutual agreement.
- (d) A traineeship shall not be terminated before its conclusion, except in accordance with the *Industrial and Commercial Training Act 1989*, or by mutual agreement.

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

- (e) The Trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the approved training in accordance with the Training Agreement.
- (f) Where the employment of a Trainee by an employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service for the purposes of any Parent Award or any other legislative entitlements.
- (g)
 - (i) The Traineeship Agreement may restrict the circumstances under which the Trainee may work overtime and shiftwork in order to ensure the training program is successfully completed.
 - (ii) No Trainee shall work overtime or shiftwork on their own unless consistent with the provisions of the Parent Award.

- (iii) No Trainee shall work shiftwork unless the relevant parties to this Award agree that such shiftwork makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork Trainees.
- (iv) The Trainee wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by this Award.
- (h) All other terms and conditions of this Award that are applicable to the Trainee or would be applicable to the Trainee but for this clause shall apply unless specifically varied by this clause.
- (i) A Trainee who fails to either complete the Traineeship or who cannot for any reason be placed in full time employment with the employer on successful completion of the Traineeship shall not be entitled to any severance payment.

The following employment conditions apply specifically to part-time trainees:

- (j) A part time trainee shall receive, on a pro rata basis, all employment conditions applicable to a full time trainee. All the provisions of this award shall apply to part time trainees except as specified in this clause.
- (k) A part time trainee may, by agreement, transfer from a part time to a full time traineeship position should one become available.
- (l) The minimum daily engagement periods applying to part-time employees specified in this Award shall also be applicable to part time trainees.

Where there is no provision for a minimum daily engagement period in this Award or other industrial instrument(s), applying to part-time employees, then the minimum start per occasion shall be 3 continuous hours, except in cases where it is agreed that there shall be a start of 2 continuous hours, on 2 or more days per week, provided that:

- (i) a 2 hour start is sought by the employee to accommodate the employee’s personal circumstances, or
- (ii) the place of work is within a distance of 5km from the employee’s place of residence.

(5) Wages - Full-Trainees:

- (a) The weekly wages payable to full time trainees shall be as follows:

Industry/Skill Level A	Table 5
Industry/Skill Level B	Table 6

- (b) These wage rates will only apply to Trainees while they are undertaking an approved Traineeship which includes approved training as defined in this Award.
- (c) The wage rates prescribed by this clause do not apply to complete trade level training which is covered by the Apprenticeship system.
- (d) For the purposes of this provision, "out of school" shall refer only to periods out of school beyond Year 10, and shall be deemed to
 - (i) include any period of schooling beyond Year 10 which was not part of nor contributed to a completed year of schooling;

- (ii) include any period during which a Trainee repeats in whole or part a year of schooling beyond Year 10;
- (iii) not include any period during a calendar year in which a year of schooling is completed; and
- (iv) have effect on an anniversary date being January 1 in each year.

Wages for Part-Time Trainees:

- (e) This sub clause shall apply to trainees who undertake a traineeship on a part time basis by working less than full time ordinary hours and by undertaking the approved training at the same or lesser training time than a full-time trainee.
- (f) Table 8 - Hourly Rates for Trainees Who Have Left School of Part B, Monetary Rates are the hourly rates of pay where the training is either fully off-the-job or where 20% of time is spent in approved training. These rates are derived from a 38 hour week.
- (g) The hours for which payment shall be made are determined as follows:
 - (i) Where the approved training for a traineeship is provided off-the-job by a registered training organisation, for example at school or at TAFE, these rates shall apply only to the total hours worked by the part time trainee on-the-job.
 - (ii) Where the approved training is undertaken on-the-job or in a combination of on-the-job and off-the-job, and the average proportion of time to be spent in approved training is 20% (ie. the same as for the equivalent full time traineeship):
 - (1) If the training is solely on-the-job, then the total hours on-the-job shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.
 - (2) If the training is partly on-the-job and partly off-the-job, then the total of all hours spent in work and training shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.

Note: 20 per cent is the average proportion of time spent in approved training which has been taken into account in setting the wage rates for most full time traineeships.
 - (iii) Where the normal full time weekly hours are not 38 the appropriate hourly rate may be obtained by multiplying the rate in the table by 38 and then dividing by the normal full time hours.

- (h) For traineeships not covered by clause 7(a) above, the following formula for the calculation of wage rates shall apply:

The wage rate shall be pro-rata the full time rates based on variation in the amount of training and/or the amount of work over the period of the traineeship which may also be varied on the basis of the following formula:

$$\text{Wage} = \text{Full time wage rate} \times \frac{\text{Trainee hours} - \text{average weekly training time}}{30.4^*}$$

* Note: 30.4 in the above formula represents 38 ordinary full time hours less the average training time for full time trainees (ie. 20%) a pro rata adjustment will need to be made in the case where the Parent Award specifies different ordinary full time hours: for example where the ordinary weekly hours are 40, 30.4 will be replaced by 32.

- (i) "Full time wage rate" means the appropriate rate as set out in Table 5 - Wages - Training - Skill Level 5 and Table 6 - Wages - Training - Skill Level B.
- (ii) "Trainee hours" shall be the hours worked per week including the time spent in approved training. For the purposes of this definition, the time spent in approved vocational training may taken as an average for that particular year of the traineeship.
- (iii) "Average weekly training time" is based upon the length of the traineeship specified in the traineeship agreement or training agreement as follows:

$$\text{Average Weekly Training Time} = \frac{7.6 \times 12}{\text{length of the traineeship in months}}$$

Note 1: 7.6 in the above formula represents the average weekly training time for a full time trainee whose ordinary hours are 38 per week a pro rata adjustment will need to be made in the case where the Parent Award specifies different ordinary time hours for example, where the ordinary weekly hours are 40, 7.6 will be replaced by 8.

Note 2: The parties note that the traineeship agreement will require a trainee to be employed for sufficient hours to complete all requirements of the traineeship, including the on the job work experience and demonstration of competencies the parties also note that this would result in the equivalent of a full day's on the job work per week.

Example of the Calculation for the Wage Rate For a Part-time Traineeship

A school student commences a traineeship in year 11 the ordinary hours of work in the Parent Award are 38. The training agreement specifies two years (24 months) as the length of the traineeship.

"Average weekly training time" is therefore $7.6 \times 12/24 = 3.8$ hours.

"Trainee hours" totals 15 hours; these are made up of 11 hours work which is worked over two days of the week plus 1-1/2 hours on the job training plus 2-1/2 hours off the job approved training at school and at TAFE.

So the wage rate in year 11 is:

$$\frac{\$181 \times 15 - 3.8}{30.4} = \$66.68 \text{ plus any applicable penalty rates under the Parent Award.}$$

The wage rate varies when the student completes year 11 and passes the anniversary date of 1 January the following year to begin year 12 and/or if "trainee hours" changes.

41. Disputes and Industrial Grievance Procedure

Subject to the provisions of the *Industrial Relations Act* 1996, grievances or disputes shall be dealt with in the following manner:

- (a) Procedures relating to grievances of individual employees -
 - (i) The employee is required to notify the employer (in writing or otherwise) as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - (ii) A grievance must be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (iii) Reasonable time limits must be allowed for discussion at each level of authority.

- (iv) 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.
 - (v) While a procedure is being followed, normal work must continue.
 - (vi) The employee may be represented by an industrial organisation of employees.
- (b) Procedures relating to disputes, etc., between employers and their employees:
- (i) 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 levels of authority.
 - (ii) Reasonable time limits must be allowed for discussion at each level of authority.
 - (iii) While a procedure is being followed, normal work must continue.
 - (iv) The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.

42. Anti-Discrimination

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

NOTES

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

"Nothing in the Act affects any other act or practice of a body established to propagate 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.

43. Supported Wage

- (a) Definition - This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award. In the context of this clause, the following definitions will apply:
- (i) 'Supported Wage System' means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in "Supported Wage System: Guidelines and Assessment Process".
 - (ii) 'Accredited Assessor' means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
 - (iii) 'Disability Support Pension' means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
 - (iv) 'Assessment Document' means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.
- (b) Eligibility Criteria - Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.

The clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their current employment.

The award does not apply to employers in respect of their facility, program, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under section 10 or section 12A of the said Act, or if a part only has received recognition, that part.

- (c) Supported Wage Rates - Employees to whom this clause applies shall be paid the appropriate percentage of the minimum rate of pay prescribed by this award for the class of work which the person is performing according to the following schedule:

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

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

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

- (d) **Assessment of Capacity** - For the purpose of establishing the percentage of the award rate to be paid to an employee under this Award, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:
- (i) the employer and a union party to the Award, in consultation with the employee or, if desired by any of these;
 - (ii) the employer and an accredited Assessor from a panel agreed by the parties to the award and the employee.
- (e) **Lodgement of Assessment Document** -
- (i) All assessment documents under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Industrial Relations Commission of New South Wales.
 - (ii) All assessment documents shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the Award, is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and will take effect unless an objection is notified to the Registrar within ten working days.
- (f) **Review of Assessment** - The assessment of the appropriate percentage should be subject to annual review or earlier on the basis of a reasonable request for a review. The process of review must be in accordance with the procedures for assessing capacity under the Supported Wage System.
- (g) **Other Terms and Conditions of Employment** - Where an assessment has been made, the appropriate percentage will apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this Award paid on a pro-rata basis.
- (h) **Workplace Adjustment** - An employer wishing to employ a person under the provisions of this clause must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other workers in the area.
- (i) **Trial Period**
- (i) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
 - (ii) During the trial period the assessment of capacity must be undertaken and the proposed wage rate for a continuing employment relationship must be determined.
 - (iii) The minimum amount payable to the employee during the trial period shall be no less than \$50 per week.
 - (iv) Work trials should include induction or training as appropriate to the job being trialled.
 - (v) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause (d) of this clause.

44. Area, Incidence and Duration

- (a) This Award shall apply to the classes of employees referred to in clause 6, Wage Rates, and Clause 9, Junior Employees, of this award, employed in vehicle service shops (shops for the sale of motor spirit, motor oil or vehicle accessories), motor garages and/or service stations and/or petrol service stations within the jurisdiction of the Vehicle Industry (State) Industrial Committee.
- (b) This Award rescinds and replaces the Vehicle Industry - Repair Services and Retail (State) Award published 30 November 2001 (329 I.G. 973) and all variations thereof.
- (c) It shall take effect from the first full pay period to commence on or after 29 May 2002 and shall remain in force thereafter for a period of 12 months.

PART B

MONETARY RATES

Table 1 - Wages - Adult Weekly Employees

Wage Group Level	Former Total per week includes SWC 1998	SWC June 1999 \$12.00	SWC May 2000 \$15.00	SWC May 2001 \$13.00	New Total Rate per week \$
1	373.40	12.00	15.00	13.00	413.40
2	390.10	12.00	15.00	13.00	430.10
3	433.50	12.00	15.00	13.00	473.50
4	449.30	12.00	15.00	13.00	489.30

Table 2 - Wages - Junior Weekly Employees

Classification	Percentage	Rate per Week \$
GROUP B	(Percentage of Level 1)	
Under 17 years	47.5	196.35
At 17 years	50	206.70
At 18 years	62.5	258.40
At 19 years	75	310.05
At 20 years and over	87.5	361.75
GROUP A	(Percentage of Level 3)	
Under 17 years	47.5	224.90
At 17 years	50	236.75
At 18 years	62.5	295.95
At 19 years	75	355.15
At 20 years and over	87.5	414.30

Table 3 - Wages - Casual Driveway Attendants

Classification	Percentage	Rate per hour \$
Rate 1 - Monday to Friday		
Under 18 years	50	6.90
At 18 years	62.5	8.62
At 19 years	75	10.34
At 20 years and over	100	13.79
Rate 2 - Saturday, Sunday and Public Holiday		
Under 18 years	50	8.88
At 18 years	62.5	11.10

At 19 years	75	13.32
At 20 years and over	100	17.76
Rate 3 - Overtime		
Under 18 years	50	3.72
At 18 years	62.5	4.65
At 19 years	75	5.58
At 20 years and over	100	7.44

Rate 4 - Console Allowance		
Under 18 years	50	0.26
At 18 years	62.5	0.26
At 19 years	75	0.25
At 20 years and over	100	0.25

Table 4 - Wages - Casual Console Operators

Classification	Percentage	Rate per hour \$
Rate 1 - Monday to Friday		
Under 18 years	50	7.86
At 18 years	62.5	9.83
At 19 years	75	11.79
At 20 years and over	100	15.72
Rate 2 - Saturday, Sunday and Public Holiday		
Under 18 years	50	10.10
At 18 years	62.5	12.62
At 19 years	75	15.14
At 20 years and over	100	20.19
Rate 3 - Overtime		
Under 18 years	50	4.33
At 18 years	62.5	5.41
At 19 years	75	6.49
At 20 years and over	100	8.65

Table 5 - Wages - Training - Skill Level A

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

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	151.00 (50%)* 176.00 (33%)	187.00 (33%) 211.00 (25%)	256.00
Plus 1 year out of school	211.00	256.00	298.00
Plus 2 years	256.00	298.00	346.00
Plus 3 years	298.00	346.00	396.00
Plus 4 years	346.00	396.00	
Plus 5 years or more	396.00		

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

Table 6 - Wages - Training - Skill Level B

Skills Level B - Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill Level B.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	151.00 (50%)* 176.00 (33%)	187.00 (33%) 211.00 (25%)	246.00
Plus 1 year out of school	211.00	246.00	283.00
Plus 2 years	246.00	283.00	332.00
Plus 3 years	283.00	332.00	378.00
Plus 4 years	332.00	378.00	
Plus 5 years or more	378.00		

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

Table 7 - Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	6(1)(c)	Console Allowance	7.80 per week
2	6(1)(d)	Leading Hand Allowance - In charge of - 3 to 10 employees 11 to 20 employees 21 or more employees	21.90 per week 33.20 per week 42.10 per week
3	10(a)	Confined spaces	0.48 per hour
4	10(b)(i)	Dirty work	0.39 per hour
5	10(b)(ii)	Dirty work - minimum payment any day/shift	1.48 day/shift
6	10(c)(i)(1)	Hot places - 46 - 54 degrees Celsius	0.39 per hour
7	10(c)(i)(2)	Hot places - in excess of 54 degrees Celsius	0.48 per hour
8	10(d)	Livestock transports - working on stock compartments	0.39 per hour
9	10(e)	First Aid Qualifications	10.10 per week
10	10(g)	Handling glass or slag wool	0.48 per hour
11	18(j)(i)	Meal Allowance - first and each subsequent meal	9.40 per meal
12	27(a)(iv)	Travelling time - vehicle allowance	0.52 per km
13	27(d)(i)	Travelling expenses - meal allowance	9.40 per meal

Table 8 - Hourly Rates for Trainees Who Have Left School

	Year 10	Year 11	Year 12
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	\$	\$	\$
SKILL LEVEL A			
School leaver	6.35	6.94	8.42
Plus 1 year after leaving school	6.94	8.42	9.80
Plus 2 years	8.42	9.80	11.38
Plus 3 years	9.80	11.38	13.03
Plus 4 years	11.38	13.03	
Plus 5 years or more	13.03		
SKILL LEVEL B			
School leaver	6.35	6.94	8.09
Plus 1 year after leaving school	6.94	8.09	9.31
Plus 2 years	8.09	9.31	10.92
Plus 3 years	9.31	10.92	12.43
Plus 4 years	10.92	12.43	
Plus 5 years or more	12.43		

T. M. KAVANAGH J.

Vehicle Industry (State) Industrial Committee

Industries and Callings

Employees engaged in washing, cleaning and/or detailing and/or greasing internal combustion propelled vehicles such as buses, cars, lorries and vans in motor garages, motor vehicle dealers, petrol service stations, and persons employed in selling motor oils and accessories and petrol at or in motor garages, and/or service stations, or petrol from petrol pumps, within the State, excluding the County of Yancowinna;

excepting motor mechanics and other craftsmen and their assistants who perform any of such duties incidentally to their general duties, and shop assistants;

and excepting also employees of:

State Rail Authority of New South Wales;

State Transit Authority of New South Wales;

The Commissioner of Motor Transport;

The Water Board;

The Hunter District Water Board;

South Maitland Railways Pty Limited;

The Electrolytic Refining and Smelting Company of Australia Proprietary Limited, Metal Manufactures Limited, Australian Fertilisers Limited, and Austral Standard Cables Proprietary Limited at Port Kembla;

Blue Circle Southern Cement Limited;

The Kandos Cement Company Limited;

The Council of the City of Sydney and of shire and municipal councils;

The Council of the City of Newcastle;

The Northern Rivers County Council;

Sydney Electricity;

The Electricity Commission of New South Wales trading as Pacific Power;
The Broken Hill Proprietary Company Limited at Newcastle;

Australian Wire Industries Pty Limited at its Sydney Wiremill;

Australian Iron and Steel Proprietary Limited, within the jurisdiction of the Iron and Steel Works Employees (Australian Iron and Steel Proprietary Limited) Industrial Committee and the Quarries (Australian Iron and Steel Pty Limited) Industrial Committee;

Australian Wire Industries Pty Limited at its Newcastle Wiremill;

The Australian Gas Light Company;

and excepting also employees within the jurisdiction of the following Industrial Committee:

County Councils (Electricity Undertakings) Employees;
Shortland County Council;

John Lysaght (Australia) Limited Newcastle;

John Lysaght (Australia) Limited Port Kembla;

Smelting and Fertiliser Manufacturing (Sulphide Corporation Pty Limited and Greenleaf Fertilisers Limited);

Cement Workers, &c. (State);

Breweries, &c. (State);

and excepting also:

Employees in or about metalliferous and limestone mines, in or in connection with mining for minerals other than coal or shale, in or about diamond and gem-bearing mines, mining dredges, ore sluicing processes, ore smelting, refining, treatment and reduction works;

All persons employed in or in connection with hospitals, mental hospitals, public charitable institutions or ambulance work.

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(950)

SERIAL C1454

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4596 of 2001)

Before Commissioner Patterson

6 August 2001

VARIATION

1. Delete subclause (ii) of clause 30, Arbitrated Safety Net Adjustment, of the award published 4 May 2001 (324 I.G. 497), as varied, and insert in lieu thereof the following:
 - (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 2001. These adjustments may be offset against:
 - (a) any equivalent overaward payments, and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

2. Delete Tables 1 and 2 of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1 - Rates of Pay

Grade	Relativity %	Full-time weekly rate \$	Hourly rate \$
Level 1	78	413.40	10.88
Level 2	82	430.10	11.32
Level 3A	87.4	452.60	11.91
Level 3B	91.5	469.00	12.34
Level 4	92	471.80	12.42
Level 5	100	507.20	13.35
Level 6	115	570.40	15.01

Junior Rates for Levels 1, 2 and 3	Percentage of appropriate adult rate
At 16 years of age and under	55
At 17 years of age	65
At 18 years of age	75
At 19 years of age	85
At 20 years of age	100

Table 2 - Other Rates and Allowances

Item no.	Clause no.	Brief Description	Amount
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			\$
1	2(c)	Supervisory loading - Up to 5 employees	17.84 per week
2	2(c)	Supervisory loading - 6 to 10 employees	24.42 per week
3	2(c)	Supervisory loading - 11 or more employees	32.65 per week
4	21	First-aid allowance	8.33 per week 1.67 per shift
5	23(a)	Stocking allowance	2.47 per week 0.49 per day
	23(b)	Toilet cleaning allowance	6.80 per week
	23(c)	Laundry allowance	6.42 per week 1.29 per day
	23(d)	Broken shift allowance - For each broken shift so worked Excess Fares allowance	8.93 per day 6.26 per week or 1.25 per day

3. Delete Part C, Trainee Monetary Rates, and insert in lieu thereof the following:

PART C

TRAINEE 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	193.00	211.00	256.00
plus 1 year out of school	211.00	256.00	298.00
plus 2 years	256.00	298.00	346.00
plus 3 years	298.00	346.00	396.00
plus 4 years	346.00	396.00	
plus 5 years or more	396.00		

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	193.00	211.00	246.00
plus 1 year out of school	211.00	246.00	283.00
plus 2 years	246.00	283.00	332.00
plus 3 years	283.00	332.00	378.00
plus 4 years	332.00	378.00	
plus 5 years or more	378.00		

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	193.00	211.00	237.00
plus 1 year out of school	211.00	237.00	266.00
plus 2 years	237.00	266.00	298.00
plus 3 years	266.00	298.00	333.00
plus 4 years	298.00	333.00	
plus 5 years or more	333.00		

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.	193.00	211.00

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	6.35	6.94	8.42
plus 1 year out of school	6.94	8.42	9.80
plus 2 years	8.42	9.80	11.38
plus 3 years	9.80	11.38	13.03
plus 4 years	11.38	13.03	
plus 5 years or more	13.03		
Skill Level B	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	6.35	6.94	8.09
plus 1 year out of school	6.94	8.09	9.31
plus 2 years	8.09	9.31	10.92
plus 3 years	9.31	10.92	12.43
plus 4 years	10.92	12.43	
plus 5 years or more	12.43		
Skill Level C	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	6.35	6.94	7.80
plus 1 year out of school	6.94	7.80	8.75
plus 2 years	7.80	8.75	9.80
plus 3 years	8.75	9.80	10.95

plus 4 years	9.80	10.95	
plus 5 years or more	10.95		

Table 6 - Hourly Rates For School Based Traineeships

	Year of Schooling	
	Year 11 \$	Year 12 \$
Skill Levels A, B and C.	6.35	6.94

4. This variation shall take effect from the beginning of the first full pay period to commence on or after 12 August 2001.

R. J. PATTERSON, Commissioner.

Printed by the authority of the Industrial Registrar.

(950)

SERIAL C1461

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3844 of 2002)

Before The Honourable Justice Kavanagh

19 July 2002

VARIATION

1. Delete subclause (ii) of clause 30, Arbitrated Safety Net Adjustment, of the award published 4 May 2001 (324 I.G. 497), as varied, and insert in lieu thereof the following:
 - (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 2002. These adjustments may be offset against:
 - (a) any equivalent overaward payments, and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

2. Delete Tables 1 and 2 of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1 - Rates of Pay

Grade	Relativity %	Full-time weekly rate \$	Hourly rate \$
Level 1	78	431.40	11.35
Level 2	82	448.10	11.79
Level 3A	87.4	470.60	12.38
Level 3B	91.5	487.00	12.82
Level 4	92	489.80	12.89
Level 5	100	525.20	13.82
Level 6	115	588.40	15.48

Junior Rates for Levels 1, 2 and 3	Percentage of appropriate adult rate
At 16 years of age and under	55
At 17 years of age	65
At 18 years of age	75
At 19 years of age	85
At 20 years of age	100

Table 2 - Other Rates and Allowances

Item no.	Clause no.	Brief Description	Amount per week \$
1	2(c)	Supervisory loadings - Up to 5 employees	18.45
2	2(c)	Supervisory loadings- 6 to 10 employees	25.25
3	2(c)	Supervisory loadings - 11 or more employees	33.80

4	21	First-aid allowance	8.62 1.72 per shift
5	23(a)	Stocking allowance	2.50 0.50 per day
	23(b)	Toilet cleaning allowance	7.05
	23(c)	Laundry allowance	6.55 1.31 per day
	23(d)	Broken shift allowance - For each broken shift so worked Excess Fares allowance	9.25 per day 7.00 or 1.40 per day

3. This variation shall take effect from the beginning of the first full pay period to commence on or after 12 August 2002.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

THE BUSINESS EQUIPMENT MAINTENANCE (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3844 of 2002)

Before The Honourable Justice Kavanagh

19 July 2002

VARIATION

1. Delete subclause (vii) of clause 3, Wages of the award published 16 May 1997 (298 I.G. 531), as varied, and insert in lieu thereof the following:
 - (vii) 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 Table 1 - Rates of Pay, of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1 - Rates of Pay

Classification	SWC 2001 Amount \$	SWC 2002 Adjustment \$	SWC 2002 Amount \$
Office Equipment Mechanic	507.20	18.00	525.20

3. Delete Table 2 - Other Rates and Allowances, of the said Part B, and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2001 Amount \$	SWC 2002 Amount \$
1	3(ii)	Leading Hands - - in charge of not less than three and not more than 10 Employees - in charge of 10 and not more than 20 employees - in charge of more than 20 employees	23.00 p/wk 34.40 p/wk 43.70 p/wk	23.80 p/wk 35.60 p/wk 45.20 p/wk
2	8	Standing-by allowance	8.20 p/hr	8.50 p/hr
3	11(i)(ii)	Meal allowance	8.10 p/meal	8.40 p/meal
4	16(vi)(b)	Meal allowance included as reasonable expenses whilst Travelling	8.10 p/meal	8.40 p/meal
5	16(vi)(b)	Additional meal allowance for evening meal whilst Travelling	8.10 p/meal	8.40 p/meal
6	16(vi)(c)	Living away from home allowance	55.15 p/day	61.40 p/day
7	16(vi)(c)	Evening meal allowance paid in addition to living away from home allowance	11.30 p/meal	11.70 p/meal
8	29(v)	Laundry allowance	1.85 p/wk	1.90 p/wk

Note: These allowances are contemporary for expense related allowances as at 30 March 2002 and for work related allowances are inclusive of adjustment in accordance with the May 2002 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

4. This variation shall take effect from the first pay period to commence on or after 19 July 2002.

T. M. KAVANAGH *J.*

Printed by the authority of the Industrial Registrar.

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3844 of 2002)

Before The Honourable Justice Kavanagh

19 July 2002

VARIATION

1. Delete subclause (e) of clause 3, Wages, of the award published 24 November 2000 (320 I.G. 592), as varied, and insert in lieu thereof the following:
 - (e) The rates of pay in this award include the adjustments payable under the State Wage Case of 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 - Wages**

Group No	Classification	SWC 2001 Amount \$	SWC 2002 Adjustment \$	SWC 2002 Amount \$
	Trainee	413.40	18.00	431.40
1	Grade 1	438.80	18.00	456.80
2	Fumigator/Technician	451.90	18.00	469.90
3	Senior Fumigator/Technician	467.50	18.00	485.50
4	Inspector	513.35	18.00	531.35

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2001 Amount \$	SWC 2002 Amount \$
1	3(d)	Leading Hand: 2-5 employees	0.45 per hour	0.47 per hour
2	3(d)	Leading Hand: 5-10 employees	0.62 per hour	0.64 per hour
3	3(d)	Leading Hand: More than 10 employees	0.80 per hour	0.83 per hour
4	6(c)	Meal allowance	9.55	9.90
5	6(d)	Meal allowance - Overtime or work past 12 noon	9.55	9.90
6	14(b)	Living away from home allowance	334.90 p/week	372.75 p/wk
7	17(b)	First-aid allowance	2.15 per day or shift	2.25 per day or shift

"Note". These allowances are contemporary for expense related allowances as at 30 March 2002 and for work related allowances are inclusive of adjustment in accordance with the May 2002 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 25 July 2002.

T. M. KAVANAGH *J.*

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(043)

SERIAL C1440

BOWLING CLUBS EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3844 of 2002)

Before The Honourable Justice Kavanagh

19 July 2002

VARIATION

1. Delete subclause (iii) of clause 8A, State Wage Case Adjustments, of the award published 8 February 2002 (333 I.G. 1), as varied, and insert in lieu thereof the following:
 - (iii) The rates of pay in this award include the adjustments payable under the State Wage Case 2002. These adjustments may be offset against:
 - (a) any equivalent overaward payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification Turfgrass Employees	SWC 2001 Amount \$	SWC 2002 Adjustment \$	SWC 2002 Amount \$
5 day worker			
Level One	430.10	18.00	448.10
Level Two	452.60	18.00	470.60
Level Three	473.50	18.00	491.50
Level Four	507.20	18.00	525.20
Level Five	528.10	18.00	546.10
5 and ½ day worker			
Level One	441.00	18.00	459.00
Level Two	463.50	18.00	481.50
Level Three	484.30	18.00	502.30
Level Four	518.00	18.00	536.00
Level Five	538.90	18.00	556.90

Classification Apprentices	Percentage of Skilled Tradesmans' rate (Turfgrass Employee Level 4)	SWC 2002 Amount \$
5 day week		
1st year of apprenticeship	50%	262.60
2nd year of apprenticeship	58%	304.60
3rd year of apprenticeship	68.5%	359.75
4th year of apprenticeship	78%	409.65

5 and ½ day week		
1st year of apprenticeship	50%	268.00
2nd year of apprenticeship	58%	310.90
3rd year of apprenticeship	68.5%	367.15
4th year of apprenticeship	78%	418.10

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	14	Meal Allowance	7.70
2	23(iv)	Required to use own vehicle	0.43 per km
3	25	First-aid	1.70 per day

Note: These allowances are contemporary for expense related allowances as at 30 March 2002 and for work related allowances are inclusive of adjustment in accordance with the May 2002 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 20 July 2002.

T. M. KAVANAGH J.

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(355)

SERIAL C1441

GOLF CLUBS EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3844 of 2002)

Before The Honourable Justice Kavanagh

19 July 2002

VARIATION

1. Delete subclause (iii) of clause 8, Rates of Pay, of the award published 8 February 2002 (331 I.G. 32), as varied, and insert in lieu thereof the following:
 - (iii) The rates of pay in this award include the adjustments payable under the State Wage Case 2002. These adjustments may be offset against:
 - (a) any equivalent overaward payments, and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Greenkeeper -	SWC 2001 Amount \$	SWC 2002 Adjustment \$	SWC 2002 Amount \$
5 days weekly			
Level One	430.10	18.00	448.10
Level Two	452.60	18.00	470.60
Level Three	473.40	18.00	491.40
Level Four	507.20	18.00	525.20
Level Five	548.90	18.00	566.90
Level Six	588.60	18.00	606.60
5 & ½ days weekly			
Level One	441.00	18.00	459.00
Level Two	463.50	18.00	481.50
Level Three	484.30	18.00	502.30
Level Four	518.10	18.00	536.10
Level Five	557.80	18.00	575.80
Level Six	599.50	18.00	617.50

Table 2 - Apprentices

Apprentices	Percentage of Skilled Tradespersons minimum weekly rate (Greenkeeper Level 4)	Rate per week 5 days \$	Rate per week 5 & ½ days \$
1st year apprentice	50%	262.60	268.05
2nd year apprentice	58%	304.60	310.95
3rd year apprentice	68.5%	359.75	367.25
4th year apprentice	78%	409.65	418.15

Table 3 - Other Rates and Allowances

Brief Description	SWC 2001 Amount \$	SWC 2002 Amount \$
Meal Allowance	7.40	7.70
Required to use own vehicle	0.44 per km	0.44 p/km
First-aid	1.65	1.70

Note: These allowances are contemporary for expense related allowances as at 30 March 2002 and for work related allowances are inclusive of adjustment in accordance with the May 2002 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

Table 4 - Youth Rates

Youths	Percentage of Greenkeeper Level 1 %	Rate per week 5 days \$	Rate per week 5 ½ days \$
At 16 and under 17 years of age	45	201.65	206.55
At 17 and under 18 years of age	50	224.05	229.50
At 18 and under 19 years of age	60	268.85	275.40
At 19 and under 20 years of age	80	358.50	367.20
At 20 and under 21 years of age	100	448.10	459.00

3. This variation shall take effect from the first full pay period to commence on or after 20 July 2002.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

(570)

SERIAL C1442

RACE CLUBS EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3844 of 2002)

Before The Honourable Justice Kavanagh

19 July 2002

VARIATION

1. Delete subclause (1) of clause 2, Arbitrated Safety Net Adjustment of the award published 24 August 2001 (327 I.G. 95), as varied, and insert in lieu thereof the following:
 - (1) 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 payment; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

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

Classification	SWC 2001 Amount \$	SWC 2002 Adjustment \$	SWC 2002 Amount \$
Race Club Employee 1 - 110%			
Track Foreman	549.00	18.00	567.00
Foreman Gardener	549.00	18.00	567.00
Race Club Employee 2 - 100%			
Tradesman	507.20	18.00	525.20
Race Club Employee 3 - 92.4%			
Leading Hand (Track and Maintenance)	473.50	18.00	491.50
Leading Hand (Gardener)	473.50	18.00	491.50
Race Club Employee 4 - 89%			
Track Crossing Attendant	459.30	18.00	477.30
Propagator	459.30	18.00	477.30
Race Club Employee 5 - 86%			
Gardener (as defined)	446.80	18.00	464.80
Fettler	446.80	18.00	464.80
General Track or Maintenance Hand	446.80	18.00	464.80
Race Club Employee 6 - 82%			
General Maintenance Labourer and Cleaner	430.10	18.00	448.10
Employee not else where classified	430.10	18.00	448.10
Race Club Employee 7 - 78%			
Employee undertaking up to 3 months on the job training	413.40	18.00	431.40
Plant Operators			
Plant Operator 1 - (92.4%)	473.50	18.00	491.50
Plant Operator 2 - (87.4%)	452.70	18.00	470.70

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2001 Amount \$	SWC 2002 Amount \$
1	3 (2) (a)	Employee other than a Plant Operator, required to use a scythe or operate a power mower	1.70 per day or part thereof	1.75 per day or part thereof

2	3 (2) (b)	Employee other than a Plant Operator, required to operate a tractor with or without attachments and/or front end loader	1.70 per day or part thereof	1.75 per day or part thereof
3	3 (2) (c)	Employees required to use pesticides, weedicides or poisonous sprays	1.80 per day	1.85 per day
4	3 (2) (d)	First-aid Allowance	2.34 per day	2.42 per day
5	3 (2) (e)	Meal Allowance for overtime	7.20	7.45
6	3 (2) (f)	Horse handling allowance	1.70 per day or part thereof	1.75 per day or part thereof

"Note": These allowances are contemporary for expense related allowances as at 30 March 2002, and for work related allowances are inclusive of adjustment in accordance with the May 2002 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 1 November 2002.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

(112)

SERIAL C1444

CHEMICAL WORKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3844 of 2002)

Before The Honourable Justice Kavanagh

19 July 2002

VARIATION

1. Delete subclause (iii) of clause 3, Wages, of the award published 11 May 2001 (324 I.G. 688) as varied, and insert in lieu thereof the following:
 - (iii) The rates of pay in this award include the adjustments payable under the State Wage Case 2002. These adjustments may be offset against:
 - (a) any equivalent overaward payments; and/or
 - (b) award wage increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.

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

PART B

MONETARY RATES

Table 1 - Rates of Pay

Classification	SWC 2001 Amount \$	SWC 2002 Adjustment \$	SWC 2002 Amount \$
Chemical Plant Operator - Class One (100%)	507.20	18.00	525.20
Class Two (92.4%)	473.50	18.00	491.50
Class Three (89.9%)	463.10	18.00	481.10
Materials Attendant - Class One (92.4%)	473.50	18.00	491.50
Class Two (89.9%)	463.10	18.00	481.10
General Labourer (86%)	446.80	18.00	464.80
Forklift Operator (89.9%)	463.10	18.00	481.10

Juniors:	Percentage of total wage for adult general labourer per week %
Under 16 years of age	44
At 16 years of age	53
At 17 years of age	61
At 18 years of age	70
At 19 years of age	79
At 20 years of age	88

Table 2 - Other Rates and Allowances

Item No	Clause No.	Brief Description	SWC 2001 Amount \$	SWC 2002 Amount \$
1	4(i)	Leading Hand	20.00	20.70
2	4(ii)	Cleaning inside tank or still	1.05 per hour	1.10 per hour
3	9(iii)(a)	Meal allowance	9.15	9.45
4	9(iii)(a)	Meal allowance - second meal	9.15	9.45
5	20(ii)	Duties of first-aid person	1.50 per day	1.55 per day

"Note": These allowances are contemporary for expense related allowances as at 30 March 2002 and for work related allowances are inclusive of adjustment in accordance with the May 2002 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 25 July 2002.

T. M. KAVANAGH *J.*

Printed by the authority of the Industrial Registrar.

(507)

SERIAL C1445

NURSERIES EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3844 of 2002)

Before The Honourable Justice Kavanagh

19 July 2002

VARIATION

1. Delete subclause (g) of clause 5, Wages, of the award published 12 April 2001 (323 I.G. 1041), as varied, and insert in lieu thereof the following:

- (g) The rates of pay in this award include the adjustments payable under the State Wage Case of May 2002. These adjustments may be offset against:
- (a) any equivalent overaward payments, and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete (1), Adult Employees, of Table 1 - Wage Rates, of Part B, Monetary Rates, and insert in lieu thereof the following:
- (1) Adult Employees -

Classification	SWC 2001 Amount \$	SWC 2002 Adjustment \$	SWC 2002 Amount \$
Senior Nursery Tradesperson	548.90	18.00	566.90
Nursery Tradesperson	507.20	18.00	525.20
Mobile Nursery Person	476.00	18.00	494.00
Trainee Nursery Person	455.20	18.00	473.20
Micro-Propagation Processor	455.20	18.00	473.20
Nursery Hand	434.30	18.00	452.30

3. Delete Table 2 - Other Rates and Allowances, of the said Part B, and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Existing Allowance \$	Amount \$
1	16(b)	First-aid	1.55	1.60
2	18 (a),	Meal Allowance	7.70	8.00

"Note". These allowances are contemporary for expense related allowances as at 30 March 2002 and for work related allowances are inclusive of adjustment in accordance with the May 2002 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

4. This variation shall take effect from the first full pay period to commence on or after 19 July 2002.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

(421)

SERIAL C1446

LAUNDRY EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3844 of 2002)

Before The Honourable Justice Kavanagh

19 July 2002

VARIATION

1. Delete subclause (ii) of clause 5, Skilled Based Classification Structure of the award published 8 February 2002 (331 I.G. 63) as varied, and insert in lieu thereof the following:

- (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 2002. These adjustments may be offset against:
- (a) any equivalent overaward payments; and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

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

PART B

MONETARY RATES

Table 1 - Rates of Pay

Classification	SWC 2001 Amount \$	SWC 2002 Adjustment \$	SWC 2002 Amount \$
Level 1 employee	421.80	18.00	439.80
Level 2 employee	442.60	18.00	460.60
Level 3 employee	467.70	18.00	485.70
Level 4 employee	484.30	18.00	502.30

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2001 Amount \$	SWC 2002 Amount \$
1	4(iii) (C)	Leading Hand Allowance 3 to 10 employees Over 10 employees	19.40 per week 31.90 per week	20.10 per week 33.00 per week
2	16(iv)	Meal Allowance	6.90	7.15
3	32(ii)	First-aid Allowance	1.55 per day or shift	1.60 per day or shift

Note: These allowances are contemporary for expense related allowances as at 30 March 2002 and for work related allowances are inclusive of adjustment in accordance with the May 2002 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 11 August 2002.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

(696)

SERIAL C1447

VEGETABLE OILS, &c., EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3844 of 2002)

Before The Honourable Justice Kavanagh

19 July 2002

VARIATION

1. Delete clause 4, State Wage Case Adjustments of the award published 24 August 2001 (327 I.G. 183) as varied, and insert in lieu thereof the following:

4. State Wage Case Adjustments

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

- (i) any equivalent overaward payment; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

- (i) Adult Employees -

Classification	SWC 2001 Amount \$	SWC 2002 Adjustment \$	SWC 2002 Amount \$
Level One: (96%) Solvent Extractor, Refiner	488.50	18.00	506.50
Level Two: (89.9%) Machine Operators, Assistant Refiner, Press Person, Employee Working Expellers, Oil Pumperson, Delinter and/or Dehuller Operator, Forklift Operator, Meat Packer and Sewer	463.10	18.00	481.10
Level Three: (87.4%) Crusher Feeder, Solvent Extractor Hand, Baler Operator, Seed Intake Operator	452.70	18.00	470.70
Level Four: (83%) All Others	434.40	18.00	452.40

Table 2 - Other Rates and Allowances

Item No.	Clauses No.	Brief Description	SWC 2001 Amount \$	SWC 2002 Amount \$
1	3(iii)	Leading Hand Allowance In charge of 3 to 6 employees	17.60	18.20
2		In charge of 7 to 10 employees	21.70	22.50
3		In charge of 11 to 15 employees	26.20	27.10
4		In charge of over 15 employees	32.80	33.90
5	3(v)	During Cotton Seed Operations	0.21 per hour	0.22 per hour
6	9	Meal Allowance	8.45	8.75
7	20	First-Aid Allowance	2.05 per day or shift	2.10 per day or shift

"Note": These allowances are contemporary for expense related allowances as at 30 March 2002 and for work related allowances are inclusive of adjustment in accordance with the May 2002 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 17 November 2002.

T. M. KAVANAGH *J.*

Printed by the authority of the Industrial Registrar.

(440)

SERIAL C1448

MARGARINE MAKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3844 of 2002)

Before The Honourable Justice Kavanagh

19 July 2002

VARIATION

1. Delete subclause (viii) of clause 2, Rates of Pay of the award published 24 August 2001 (327 I.G. 163) and insert in lieu thereof the following:

(viii) 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 payment; and/or
- (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

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

PART B

MONETARY RATES

Table 1 - Rates of Pay

Classification	SWC 2001 Amount \$	SWC 2002 Adjustment \$	SWC 2002 Amount \$
Refinery Operator and Process Operator (96%)	488.50	18.00	506.50
Assistant Refinery Operator and Seeding Plant Operator (92.4%)	473.50	18.00	491.50
Assistant Seeding Plant Operator, Assistant Process Plant Operator and Packaging Plant Operator (89.9%)	463.10	18.00	481.10
All Others (83%)	434.90	18.00	452.90

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Existing Allowance \$	Amount \$
1	2(iv)	Removing grease by Anderson Kerrick or similar steam method per hour	0.37	0.38
2	2(v) (a) 2(v) (b)	Cleaning pits, tanks, vats, sumps and / or drains per hour Continuously employed in the above per week	0.64 14.80	0.66 15.30
3	2(vi)	Clothing Allowance per week	2.00	2.04
4	2(iii)	Leading Hands (per week) (a) in charge of 3 to 6 employees (b) in charge of 7 to 10 employees (c) in charge of 11 to 15 employees (d) in charge of more than 15 employees	16.50 20.40 24.40 30.50	17.10 21.10 25.30 31.60
5	7(i)(iii)	Meal Allowance (a) in excess of 1 hours overtime (b) in excess of four hours overtime (c) with notice of overtime	7.20 7.20 7.20	7.45 7.45 7.45
6	19	First Aid Allowance per day or shift	2.10	2.15

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

3. This variation shall take effect from the first full pay period to commence on or after 12 November 2002.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

(541)

SERIAL C1456

POTATO CRISP MAKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3844 of 2002)

Before The Honourable Justice Kavanagh

19 July 2002

VARIATION

1. Delete subclause (v) of clause 5, Rates of Pay, of the award published 10 August 2001 (326 I.G. 1011), as varied, and insert in lieu thereof the following:
 - (v) The rates of pay in this award include the adjustments payable under the State Wage Case of May 2002. These adjustments may be offset against:
 - (a) any equivalent overaward payments; and/or

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

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

PART B

MONETARY RATES

Table 1 - Rates of Pay

(i) Adult Employees -

Classification	SWC 2001 Amount \$	SWC 2002 Adjustment \$	SWC 2002 Amount \$
Cook Grade 1, Extrusion Machine Operator Grade 1, Corn Chip Cook, Corn Preparation Operator (Arnotts)	536.40	18.00	554.40
Packing Machine Operator, Fork Lift Truck Driver (Arnotts)	534.00	18.00	552.00
Waste Water Treatment and Plant Operator (Arnotts)	540.90	18.00	558.90
Cook Grade 1, Extrusion Machine Operator Grade 1, Corn Chip Cook, Corn Preparation Operator	527.10	18.00	545.10
Packing Machine Operator, Fork Lift Truck Driver	524.70	18.00	542.70
Waste Water Treatment and Plant Operator	520.90	18.00	538.90
Cook Grade 2, Extrusion Machine Operator Grade 2, Other Machine Operator, Packet Weight Controller using calculator, Pallet Checker and Recorder and Palletiser, Wet End Attendant, Packaging Machine Operator (Training)	500.60	18.00	518.60
Person who, in the course of a shift, cleans toilets	492.60	18.00	510.60
Other employees not elsewhere classified	489.70	18.00	507.70

(ii) Juniors - Junior employees shall be paid the following percentages of the rate of pay for the classification "Other employees not elsewhere classified", calculated to the nearest 5 cents, any broken part of 5 cents in the result not exceeding 2.5 cents to be disregarded:

	Percentage
At 16 years of age and under	50
At 17 years of age	60
At 18 years of age	70
At 19 years of age	80
At 20 years of age	95

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2001 Amount \$	SWC 2002 Amount \$
1	5(ii)	Leading Hand Allowance	31.10 per week	32.20 per week
2	5(iv)	Team Leader - Arnotts Foods only	50.00 per week	51.75 per week
3	3(iii)(b)	Afternoon Shift Allowance	70.35 per week	72.80 per week
4	3(iv)(b)	Night Shift Allowance	139.75 per week	144.65 per week
5	8(vi)	Meal Allowance	7.25 per meal	7.50 per meal
6	16(iii)	First-aid Allowance	1.90 per day	1.95 per day

"Note" These allowances are contemporary for expense related allowances as at 30 March 2002 and for work related allowances are inclusive of adjustment in accordance with the May 2002 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after the 24 July 2002.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

(511)

SERIAL C1457

NUT FOOD MAKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3844 of 2002)

Before The Honourable Justice Kavanagh

19 July 2002

VARIATION

1. Delete subclause (v) of clause 4, Rates of Pay of the award published 15 February 2002 (331 I.G. 357), as varied and insert in lieu thereof the following:
 - (v) The rates of pay in this award include the adjustments payable under the State Wage Case 2002. These adjustments may be offset against:
 - (i) any equivalent overaward payment; 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 - Wages

- (i) Adult Employees -

Classification	SWC 2001 Amount \$	SWC 2002 Adjustment \$	SWC 2002 Amount \$
Roaster and/or fryer (96%)	473.75	18.00	491.75
Mayonnaise Plant Operator (96%)	473.75	18.00	491.75
Distributor and Dispatcher (92.4%)	460.90	18.00	478.90
All other adult employee*(87.9%)	445.60	18.00	463.60

- (ii) Junior Employees -

Percentage of the total wage for "all other adult employees" -

At 17 years of age and under	75 per cent
At 18 years of age	100 per cent

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2001 Amount \$	SWC 2002 Amount \$
1	4 (iii)	Leading Hands: In charge of 3 to 6 employees In charge of 7 to 10 employee In charge of 11 to 15 employees In charge of more than 15 employees	20.05 23.50 29.75 36.55	20.75 24.30 30.80 37.85
2	14 (i) & (iii)	Meal Allowance	8.45	8.75
3	26 (ii)	First-aid Allowance	2.45	2.55

"Note": These allowances are contemporary for expense related allowances as at 30 March 2002, and for work related allowances are inclusive of adjustment in accordance with the May 2002 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

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

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

(356)

SERIAL C1458

EXHIBITION INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3844 of 2002)

Before The Honourable Justice Kavanagh

19 July 2002

VARIATION

1. Delete clause 28, State Wage Case Adjustments, of the award published 6 October 2000 (319 I.G. 1), as varied, and insert in lieu thereof the following:

28. State Wage Case Adjustments

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

- (a) any equivalent overaward payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

The minimum rate of pay for any weekly employee under this award shall be prescribed hereunder for the relevant classification:

Classification	SWC 2001 Amount \$	SWC 2002 Adjustment \$	SWC 2002 Amount \$
Assistant	477.50	18.00	495.50
Technician	562.00	18.00	580.00
Technician	602.20	18.00	620.20
Guest Host/Customer Liaison Person	566.50	18.00	584.50
Designer/Planner	782.20	18.00	800.20

Table 2 - Casual Rates

The minimum hourly rate of pay for a casual employee under this award shall be as prescribed hereunder for the relevant classification.

Casual employees shall be paid for a minimum of four hours worked on any call, to be worked continuously except for meal breaks.

The hourly rates contained herein have been loaded by twenty per cent to compensate casual employees for all incidents of paid leave arising from this award as well as annual leave.

Classification	SWC 2001 Amount \$	SWC 2002 Adjustment \$	SWC 2002 Amount \$
Assistant	13.95	0.55	14.50
Assistant experienced	14.85	0.55	15.40
Technician	16.50	0.55	17.05
Casual Loader			
8.00am to 6.00pm	13.45	0.55	14.00
6.00pm to Midnight	15.95	0.55	16.50
Midnight to 8.00am	20.40	0.55	20.95
Casual Stage Hands			
8.00am to 6.00pm	15.90	0.55	16.45
6.00pm to Midnight	19.15	0.55	19.70
Midnight to 8.00am	24.60	0.55	25.15

Saving Provision - The rates of pay outlined in Table 1 - Rates of Pay and Table 2 Casual Rates shall be applied so as to ensure that:

- (a) No employee shall suffer any loss of weekly or ordinary time rates or reduction in conditions of employment as a result of the making of this award. For the purpose of this subclause any employee terminated and then re-employed by the same employer for the purpose of circumventing this provision shall be re-employed on the same classification.
- (b) The provision of this clause in so far as it applies to rates of pay shall apply only to the employee's rate of pay for his or her ordinary hours of work, however, the union shall have the right to refer any individual case in which the provisions of the subclause may operate unfairly to the Industrial Relations Commission of New South Wales for conciliation and/or arbitration.

Table 3 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	27(c)	Meals and incidental expenses allowance	34.05 per day
2	27(c)	Reduced meals and incidental expenses allowance	9.95 per day

3. This variation shall take effect from the first full pay period to commence on or after 6 August 2002.

T. M. KAVANAGH *J.*

Printed by the authority of the Industrial Registrar.

(845)

SERIAL C1459

**THEATRICAL EMPLOYEES RECREATION AND LEISURE
INDUSTRY (STATE) AWARD 2000**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3844 of 2002)

Before The Honourable Justice Kavanagh

19 July 2002

VARIATION

1. Delete clause 30, State Wage Case Adjustments, of the award published 13 October 2000 (319 I.G. 406), as varied, and insert in lieu thereof the following:

30. State Wage Case Adjustments

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

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

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

PART B

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

(i)

Classification	SWC 2001 Amount \$	SWC 2002 Adjustment \$	SWC 2002 Amount \$
Level 1	413.40	18.00	431.40
Level 2	430.10	18.00	448.10
Level 3	452.60	18.00	470.60
Level 4	507.20	18.00	525.20
Level 5	570.40	18.00	588.40

(ii)

Junior Rates	Percentage of Appropriate Adult Rate
At 16 Years and under	55
At 17 Years	65
At 18 Years	75
At 19 Years	85
At 20 Years	100

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2001 Amount \$	SWC 2002 Amount \$
1	3(c)	Supervisory loadings Up to 5 employees	17.89	18.52
2		6 to 10 employees	24.53	25.39
3		11 or more employees	31.54	32.64
4	19(a)	First aid allowance	9.99	10.34

3. This variation shall take effect from the first full pay period to commence on or after 26 July 2002.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

(664)

SERIAL C1460**THEATRE MANAGERS (STATE) AWARD 1998**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3844 of 2002)

Before The Honourable Justice Kavanagh

19 July 2002

VARIATION

1. Delete clause 4, Arbitrated Safety Net Adjustment, of the award published 24 November 2000 (320 I.G. 543), as varied, and insert in lieu thereof the following:

4. Arbitrated Safety Net Adjustment

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

- (a) any equivalent overaward payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following.

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

First Schedule -

- (i) Cinemas in the central city areas of the Cities of Sydney and Newcastle.
- (ii) Any cinemas regularly giving three or more performances daily.

Classification	SWC 2001 Amount \$	SWC 2002 Amount \$
Manager	556.70	574.70
Assistant Manager	500.50	518.50

Second Schedule - Cinemas other than those in subclause (i) of the First Schedule hereof, giving two performances daily or nightly.

Classification	SWC 2001 Amount \$	SWC 2002 Amount \$
Manager	546.00	564.00
Assistant Manager	475.70	493.70

Third Schedule - Cinemas other than those in the First and Second Schedules hereof, giving performances on six or seven nights per week, with one or more daytime performances.

Classification	SWC 2001 Amount \$	SWC 2002 Amount \$
Manager	518.60	536.60
Assistant Manager	459.80	477.80

Fourth Schedule - Cinemas other than those in the First, Second and Third Schedules hereof, provided, however, that cinemas giving not more than one performance per week shall be excluded from the provisions of this award.

Classification	SWC 2001 Amount \$	SWC 2002 Amount \$
Manager	490.70	508.70

Fifth schedule - All schedules:

Classification	SWC 2001 Amount \$	SWC 2002 Amount \$
Trainee Manager	416.20	434.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
		Management of: -	
1	8(a)	Confectionery, snack/licensed liquor bar, ordering supplies, supervision of staff, checking and banking takings	21.70 per week
2	8(b)	Checking and banking takings, other duties of minor nature regarding confectionery, snack/licensed liquor bar	9.35 per week
3	8(c)	Appointment licensee and holder of liquor license,	

		accepts responsibility under State Liquor Act	16.15 per week
4	9(b)	Intermittent Manager (one-fifth of weekly rate multiplied by number of days plus 15 per cent) with a minimum additional	22.40 per week
5	10(b)	Casual employee engaged to work when performance takes place (with a minimum payment as for four and a quarter hours)	2.45 per hour
		Clothing and Footwear Allowances: -	
6	20(a)	Where dinner dress is required to be worn for one/two nights in the week	1.28 per night
7	20(a)	On three or more nights in the week	6.37 per week
8	21(b)	Travelling and Incidental Expenses	72.50 per day
9	21(b)	Maximum	362.45 per week
10	22(a)	Locomotion Allowance	0.49 per km
11	22(b)	Manager of more than one theatre travelling from one to the other	0.51 per km

3. This variation shall take effect from the first full pay period to commence on or after 6 August 2002.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

(672)

SERIAL C1462

SYDNEY HARBOUR TUNNEL TOLL COLLECTORS CONSENT AWARD 1996

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3844 of 2002)

Before The Honourable Justice Kavanagh

19 July 2002

VARIATION

1. Delete subclause 4.3 of clause 4, Wages, of the award published 28 March 2002 (332 I.G. 385), and insert in lieu thereof the following:
 - 4.3 The rates of pay in this award include the adjustments payable under the State Wage Case 2002. These adjustments may be offset against:
 - (i) any equivalent overaward payments; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

Classification	SWC 2001 Amount \$	SWC 2002 Adjustment \$	SWC 2002 Amount \$
Toll Collector	530.10	18.00	548.10

Table 2 - Other Rates and Allowances

Item No.	Clause. No	Description	SWC 2001 Amount \$	SWC 2002 Amount \$
1	4.3	Leading Hand Allowance - Per shift Up to a maximum per week of	5.60 28.05	5.80 29.05
2	9.1, 9.2	Meal Allowance	8.45	8.75
3	27.6	Amount deductible for failure to return issued clothing	40.00	40.00
4	27.7	Laundry Allowance - Full-time employee Casual and part-time employees	9.70 per week 1.95 per shift	9.90 per week 2.00 per shift
5	28.2	First-aid allowance	10.75 per week	11.15 per week

"Note": These allowances are contemporary for expense related allowances as at 30 March 2002 and for work related allowances are inclusive of adjustment in accordance with the May 2002 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 1 October 2002.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

(1341)

SERIAL C1463

SYDNEY AQUARIUM STAFF (STATE) AWARD 1998

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3844 of 2002)

Before The Honourable Justice Kavanagh

19 July 2002

VARIATION

1. Delete clause 38, State Wage Case Adjustment, of the award published 21 September 2001 (327 I.G. 1147), as varied, and insert in lieu thereof the following:

38. State Wage Case Adjustment

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

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

2. Delete subclause 11.2 of clause 11, Living Away from Home Allowance and insert in lieu thereof the following:

11.2 The company shall pay to the employee \$36.70 per day in lieu of additional meals and incidental expenses incurred by the employee, provided that such payment may be reduced to \$9.80 per day where the company provides the employee with breakfast and dinner, except in circumstances where the company pays all costs associated with board and accommodation, in which case the company shall not be required to make any payment.

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

PART B

MONETARY RATES AND ALLOWANCES

1. Aquarists - The following weekly rates of pay shall be the minimum rate of pay for a 38-hour week for Aquarists as defined in clause 8, Classifications and Rates of Pay:

Classification	Weekly Rate \$
Aquarist Grade 5	441.60
Aquarist Grade 4	500.20*
Aquarist Grade 3	560.75*
Aquarist Grade 2	617.30*
Aquarist Grade 1	713.27*

2. Recreation and Leisure Staff - The following weekly rates of pay shall be the minimum rate of pay for a 38-hour week for recreation and leisure staff as defined in the said clause 8:

Classification	Weekly Rate \$
Grade 5	431.40
Grade 4	448.10
Grade 3	470.60
Grade 2	525.20
Grade 1	588.40

3. Cleaning Staff - The following rates of pay shall be the minimum hourly rate of pay for cleaners as defined in clause 8. These rates include a component to compensate employees for cleaning toilets. The rates for casual employees are also inclusive of a casual loading and the 1/12 component payable under the *Annual Holidays Act 1944*.

Classification	Hourly Rates			
	Weekday \$	Saturday \$	Sunday \$	Public Holiday \$
Cleaner (Shift)				
Day Shift	11.92	17.88	23.84	29.80
Afternoon Shift	13.63	17.88	23.84	29.80
Night Shift	15.35	17.88	23.84	29.80
Casual (Shift)				
Day Shift	14.70	22.05	29.40	36.75
Afternoon Shift	16.91	22.05	29.40	36.75
Night Shift	19.11	22.05	29.40	36.75

Leading Hand Allowance - A cleaner placed in charge of other cleaners shall be paid the following rates in addition to the relevant hourly rate of pay set out above:

	Per Week (38 Hours) \$	Per Hour \$
1 - 5 Employees	20.47	0.54
6 - 10 Employees	23.25	0.61

4. Cafe Staff - The following weekly rates of pay shall be the minimum rate of pay for a 38-hour week for cafe staff as defined in clause 8:

Classification	Weekly Rate \$
Grade 5	438.30
Grade 4	455.30
Grade 3	480.90

Grade 2	499.60
Grade 1	574.60

5. First-aid Allowance - \$10.35 per week.

*N.B: The weekly rates contained herein have a \$10.00 per week component to fully compensate employees in regard to all aspects of air assisted driving associated with these functions.

4. This variation shall take effect from the first full pay period to commence on or after 27 July 2002.

T. M. KAVANAGH *J.*

Printed by the authority of the Industrial Registrar.

(607)

SERIAL C1464**SOAP AND CANDLE MAKERS (STATE) CONSOLIDATED AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3844 of 2002)

Before The Honourable Justice Kavanagh

19 July 2002

VARIATION

1. Delete clause 2, Safety Net Commitments, of the award published 6 July 2001 (325 I.G. 1033), as varied, and insert in lieu thereof the following:

2. Safety Net Commitments

- (i) The rates of pay in this award include the adjustments payable under the State Wage Case 2002. These adjustments may be offset against:
- (a) any equivalent over award payments; and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification	SWC 2001 Amount \$	SWC 2002 Adjustment \$	SWC 2002 Amount \$
Group I - Employee in charge of soap Making Chemithon Plant Operator	445.50	18.00	463.50
Group II - Soap Boiler, including the finishing of Soap Pan Tower Operator	434.40	18.00	452.40

Granulation Plant Operator Fork Lift Operator			
Group III - Employees working at Pans Kettle Operator Amalgamator and Mill Operator Glycerine Room Operator Wrapping Machine Operator Automatic Stamping Machine Operator Liquid Detergents Operator Mixing (Non-soap Detergents)	426.20	18.00	444.20
Operator Screens and Dosing Operator Soap Dryer Operator Tallow Beaching Machine Adjuster, all locations Chemithon Assistant Operator Weight Controller			
Group IV - Malleys Dust Collector Jet Room Operator Employees engaged in mechanical and/or hand crushing Employee melting out oils and fats Employee pumping oil to soap pans and kettles Treatment - hand, glycerine Assistant mixer operator, non-soapy detergent Powder Reclaiming Operator	420.50	18.00	438.50
Group V - Employees engaged in open air stacking, handling and receiving raw materials Employee filing, trucking, weighing, etc. Employee on automatic sealing machine Soda Boiler Employee not elsewhere classified	414.70	18.00	432.70

	SWC 2001 Amount \$	SWC 2002 Adjustment \$	SWC 2002 Amount \$
Stearine and Candles - Candle Maker	421.30	18.00	439.30
Stillman	419.10	18.00	437.10
Candle Moulder	415.70	18.00	433.70
Stearine Press Operator	413.40	18.00	431.40
Employees concentrating candle crude glycerine	413.40	18.00	431.40
Operator in charge of flat splitting plant	419.10	18.00	437.10
General Hand not elsewhere classified	413.40	18.00	431.40
Candle Manufacturer	413.40	18.00	431.40
All others	414.70	18.00	432.70

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2001 Amount \$	SWC 2002 Amount \$
1	5(iv)	Leading Hand Allowance - In charge of 3 to 6 employees	18.25	18.90

		In charge of 7 to 10 employees	22.65	23.45
		In charge of 11 to 15 employees	27.30	28.25
		In charge of more than 15 employees	33.80	35.00
2	5(v)	Employees engaged in cleaning pits, tanks, vats and/or stumps and/or evaporator tubes	0.71	0.73
3	5(vi)	Employees required to empty bags of soda ash by hand	0.70	0.72
4	5(vii) 27(ii)	First-aid Attendant	2.30	2.40
5	15(i), 15(iii)	Meal Allowance - Overtime in excess of four hours Notified of overtime	7.90 7.90	8.20 8.20

"Note": These allowances are contemporary for expense related allowances as at 30 March 2002 and for work related allowances are inclusive of adjustment in accordance with the May 2002 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

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

T. M. KAVANAGH J.

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(669)

SERIAL C1465

TOYMAKERS' EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3844 of 2002)

Before The Honourable Justice Kavanagh

19 July 2002

VARIATION

1. Delete subclause (i) of clause 3, Wages of the award published 6 June 2001 (325 I.G. 404), as varied, and insert in lieu thereof the following:

- (i) Adults - The minimum rates of pay for the classifications in this Award are set out hereunder.
 - (a) Employees engaged in the manufacture or preparation of soft toys and or dolls of all descriptions (including clay, rubber and sawdust) shall be paid the following rates of pay:

Classification	SWC 2001 Amount \$	SWC 2002 Adjustment \$	SWC 2002 Amount \$
Cutter - out	421.70	18.00	439.70
Press operator - all materials except cloth	419.70	18.00	437.70
Mould reproducer	416.30	18.00	434.30
Spray gun operator	416.30	18.00	434.30
Grinder or Buffer	415.10	18.00	433.10
All other adult employees	413.40	18.00	431.40

- (b) Employees engaged in the manufacture and/or preparation of wooden toys shall be paid the following rates of pay:

Classification	SWC 2001 Amount \$	SWC 2002 Adjustment \$	SWC 2002 Amount \$
Sawyer	421.70	18.00	439.70
Sanding machine operator	416.30	18.00	434.30
Spray gun Operator	416.30	18.00	434.30
All other employees	413.40	18.00	431.40

2. Delete subclause (vii), of clause 3, Wages and insert in lieu thereof the following:

- (vii) 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 payment; and/or
- (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

3. This variation shall take effect from the first full pay period to commence on or after 31 March 2003.

T. M. KAVANAGH *J.*

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(143)

SERIAL C1642

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Erratum to Serial C1341 published 8 November 2002

(336 I.G. 1183)

(No. IRC 1974 of 2002)

ERRATUM

1. For clause 1 of the variation.

Substitute the words "subclause (c)" with "subclause (3) Definitions".

2. Delete clause 2 of the variation and insert the following:

Delete paragraph (d) of subclause (5), of the said clause 35 and insert in lieu thereof the following:

- (d) An employer shall not terminate the employment of a trainee without first having provided written notice of termination to the trainee concerned and DET in accordance with the Training Agreement or the *Apprenticeship and Traineeship Act 2001*.

3. For clause 3 of the variation.

Substitute the words "subparagraph (1) of paragraph (i) of subclause (f)" with "paragraph (e) of subclause 6".

G.M. GRIMSON, Acting Industrial Registrar.

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SERIAL C1648

ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL RELATIONS COMMISSION

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

EA02/321 - Dapto Electrical Services Pty Ltd Enterprise Agreement

Made Between: Dapto Electrical Services Pty Ltd -&- Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved 26 August 2002 and commenced 31 July 2002.

Description of Employees: Applies to Dapto Electrical Services Pty Ltd in respect of all apprentices, tradespersons and non-trades electrical workers who are engaged upon construction work pursuant to the Electrical, Electronic and Communications Contracting Industry (State) Award including employees engaged on a casual basis.

Nominal Term: 31 December 2002.

EA02/322 - Walsh Bay Redevelopment Project Agreement

Made Between: Transfield Mirvac Partnership -&- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Construction, Forestry, Mining and Energy Union (New South Wales Branch), Electrical Trades Union of Australia, New South Wales Branch, The Australian Workers' Union, New South Wales, The New South Wales Plumbers and Gasfitters Employees' Union, Transport Workers' Union of Australia, New South Wales Branch.

New/Variation: Varies EA99/208.

Approval and Commencement Date: Approved 11 October 2002 and commenced 1 July 2002.

Description of Employees: Applies to all on-site construction work associated with the redevelopment of Walsh Bay.

Nominal Term: Duration of project.

EA02/323 - Lifeline (MWP) Enterprise Agreement 2002

Made Between: Lifeline Manly Warringah Pittwater Inc -&- Juliet Aguero, Julie Bateson, Angela Bennett, Robyn Bird, Elizabeth Bowyer, John Byrne, Patricia Byrne, Rodney Byrne, Margaret Cooney, Virginia Edge, Donna Favalaro, Christine Kwantan, Kate Lawson, Vesna Letnic, John Llewellyn, Irene Moore, Laura Ortega, Kathi Pauncz, Patrick Sheedy, Mark Smith, Lindsay Strickland, Dianne Sullivan, Sheila Thurston, Honore Troy.

New/Variation: Replaces EA96/105.

Approval and Commencement Date: Approved and commenced 15 October 2002.

Description of Employees: Applies to employees of Lifeline Manly Warringah Pittwater Inc who fall within the coverage of the following awards: Health and Community Employees Psychologists (State) Award; Public Hospital Social Workers (State) Award; Social and Community Services Employees (State) Award; Warehouse Employees' - General (State) Award; Shop Employees (State) Award; Transport Industry - Mixed Enterprises Interim (State) Award; and Miscellaneous Workers' - General Services (State) Award.

Nominal Term: 15 October 2005.

EA02/324 - Uncle Ben's of Australia Bathurst Operations Agreement (2002)

Made Between: Effem Foods Pty Limited t/as Uncle Ben's of Australia -&- National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA01/141.

Approval and Commencement Date: Approved 23 September 2002 and commenced 1 January 2002, except for clause 13, Long Service Leave, which commenced 19 September 2002.

Description of Employees: Applies to all production and clerical employees of Effem Foods Australia Pty Ltd trading as Uncle Ben's of Australia at its Bathurst premises who are or are entitled to be a member of the National Union of Workers, New South Wales Branch and who fall within the coverage of the Pet Food Manufacturers (State) Award.

Nominal Term: 31 December 2003.

EA02/325 - Oswalds Banks Pty Ltd Enterprise Agreement - 2002

Made Between: Oswalds Banks Pty Ltd - National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA01/179.

Approval and Commencement Date: Approved 16 October 2002 and commenced 1 October 2002.

Description of Employees: Applies to all award classifications for employees of Oswalds Banks Pty Ltd who are classified as storemen and packers and required to carry out the duties of receiving, checking, counting and dispatching of goods generally as required of a storeman and packer, and who fall within the coverage of the Storemen and Packers Bond and Free Stores (State) Award.

Nominal Term: 1 February 2004.

EA02/326 - Spicers Stationery Group - Enterprise Flexibility Agreement - Kingsgrove

Made Between: Spicers Stationery Group -&- National Union of Workers, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved 16 October 2002 and commenced 1 July 2002.

Description of Employees: Applies to warehouse employees of Spicers Stationery Group (a division of Spicers Paper Pty Ltd) located at 133 Vanessa Street, Kingsgrove, NSW, who fall within the coverage of the Storemen and Packers, General (State) Award.

Nominal Term: 1 July 2004.

EA02/327 - A C Douglass Plumbing Services Pty Ltd Enterprise Agreement 2002

Made Between: A C Douglass Plumbing Services Pty Limited -&- Frank W Draper, Adam Christopher Wildman.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 4 October 2002.

Description of Employees: Applies to all employees of A C Douglass Plumbing Services Pty Ltd who fall within the coverage of the Plumbers and Gasfitters (State) Award.

Nominal Term: 4 October 2004.

EA02/328 - Catholic Cemeteries Board Maintenance Employees Enterprise Agreement 2002

Made Between: Catholic Cemeteries Board -&- The Funeral and Allied Industries Union of New South Wales Branch.

New/Variation: Replaces EA98/165.

Approval and Commencement Date: Approved and commenced 22 August 2002.

Description of Employees: Applies to maintenance employees of the Catholic Cemeteries Board who fall within the coverage of the Cemetery and Crematoria Employees (State) Award.

Nominal Term: 11 February 2005.

EA02/329 - The AWU & Michael Walker Landscaping Pty Limited Civil Construction Enterprise Agreement 2002-2005

Made Between: Michael Walker Landscaping Pty Limited -&- The Australian Workers' Union, New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 10 September 2002.

Description of Employees: Applies to all employees of Michael Walker Landscaping Pty Limited, except in respect to sites covered by specific project agreements that The Australian Workers' Union, New South Wales, is a party.

Nominal Term: 10 September 2005.

EA02/330 - Exel (Australia) Logistics Pty Ltd Enterprise Agreement - New South Wales 2002

Made Between: Exel (Australia) Logistics Pty Ltd -&- National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA00/270.

Approval and Commencement Date: Approved 10 October 2002 and commenced 1 July 2002.

Description of Employees: Applies to employees of Exel (Australia) Logistics Pty Ltd in New South Wales who fall within the coverage of the Storemen and Packers, General (State) Award in respect of the operations wholly involving warehousing and distribution.

Nominal Term: 1 July 2005.

EA02/331 - National Union of Workers - Australian Liquor Marketers Pty Limited Silverwater Enterprise Agreement 2002

Made Between: Australian Liquor Marketers Pty Limited -&- National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA00/287.

Approval and Commencement Date: Approved 30 October 2002 and commenced 5 August 2002.

Description of Employees: Applies to all storeworkers, other than salaried or staff employees, who are employed by Australian Liquor Marketers Pty Limited, at the Company's distribution centre at Newington Road, Silverwater, NSW, and who fall within the coverage of the Storemen and Packers, General (State) Award.

Nominal Term: 5 August 2004.

EA02/332 - Mayne Logistics/Blackwoods Metals (Warehouse) Agreement 2002

Made Between: Mayne Group Limited t/as Mayne Logistics -&- National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA01/143.

Approval and Commencement Date: Approved and commenced 20 September 2002.

Description of Employees: Applies to the employees of Mayne Group Limited who are engaged by Mayne Logistics in warehouse functions at Blackwoods Metals, 13 Cooper Street, Smithfield, NSW, and who fall within the coverage of the Storemen and Packers, General (State) Award.

Nominal Term: 30 June 2004.

EA02/333 - Mayne Logistics (Granville Warehouse) Enterprise Agreement 2002

Made Between: Mayne Logistics -&- National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA01/61.

Approval and Commencement Date: Approved 26 September 2002 and commenced 17 July 2002.

Description of Employees: Applies to all warehouse employees engaged in the warehousing and distribution operations of Mayne Logistics at the Granville facility located at 15 Berry Street, Granville, NSW, and who fall within the coverage of the Storemen and Packers Bond and Free Stores (State) Award.

Nominal Term: 17 July 2005.

EA02/334 - Mitre 10 Australia Limited (New South Wales) Registered Enterprise Bargaining Agreement 2002/2004

Made Between: Mitre 10 Australia Ltd -&- National Union of Workers, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved 17 October 2002 and commenced 1 August 2002.

Description of Employees: Applies to all employees at Mitre 10 Australia Limited's distribution centre at Newton Road, Wetherill Park, NSW, who fall within the coverage of the Storemen and Packers, General (State) Award.

Nominal Term: 31 July 2004.

EA02/335 - M4 Motorway Agreement - 2002

Made Between: SWR Operations Pty Ltd -&- The Australian Workers' Union, New South Wales.

New/Variation: Replaces EA01/129.

Approval and Commencement Date: Approved 31 October 2002 and commenced 15 April 2002.

Description of Employees: Applies to persons classified as plaza attendant and motorway attendant employed by SWR Operations Pty Limited at the Company's operations at Auburn.

Nominal Term: 15 April 2004.

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