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INDUSTRIAL GAZETTE

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ENERGY AUSTRALIA AWARD 2003

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Energy Australia.

(No. IRC 1856 of 2003)

Before The Honourable Mr Deputy President Harrison

8 April 2003

AWARD

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1. Title

This Award is to be known as the Energy Australia Award 2003.

2. Area, Incidence, Parties and Duration

2.1 Rescission and replacement of previous Award.

2.1.1 This Award rescinds and replaces the Energy Australia Award 2001 published 5 April 2002 (332 I.G. 533).

2.2 This Award shall apply to all persons employed at Energy Australia except;

those employees employed under contract as senior managers

those employees employed under the Energy Australia Professional/ Managerial/ Specialist Employee Enterprise Agreement 2002

those employees employed under the Energy Australia Appliance Sales Award 2001

Australian Energy Solutions Enterprise Agreement 1995

Commercial Graduates Development Program Enterprise Agreement 1998.

2.3 The parties to this Award are:

Energy Australia

Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division

Electrical Trades Union of Australia, New South Wales Branch

The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch)

Electricity Supply Professional Officers Association

The Australian Workers' Union, New South Wales

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

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

2.4 This Award shall take effect from 19 December 2002 and shall remain in force thereafter until 18 December 2004.

2.5 The parties to this Award have agreed to negotiate Enterprise Agreements under the NSW *Industrial Relations Act* 1996, which deal with matters of relevance to specific subsidiaries of Energy Australia. Where the terms of this Award and a subsequent Enterprise Agreement deal with the same issue, the Enterprise Agreement shall prevail to the extent of any inconsistency.

3. No Extra Claims

It is a term of this award that the union parties to this award undertake that for the period of the duration of this award that they will not pursue any extra claims, award or over award, except where consistent with the State Wage Case principles.

4. Definitions

- 4.1 "Appointed Grade" means the position to which an employee has been appointed by the Managing Director other than under the provisions of clause 40, Higher Grade Pay.
- 4.2 "Day Off" means a day off in accordance with a regular 9-day fortnight working period arrangement.
- 4.3 "Dismissal" means termination of service with Energy Australia for misconduct, or repeated unsubstantiated absences from work.
- 4.4 "Managing Director " means the Managing Director of Energy Australia.
- 4.5 "Medical Officer" unless specified otherwise, means Energy Australia's Medical Officer or a medical practitioner acting on Energy Australia's behalf.
- 4.6 "Ordinary Rate of Pay" means the rate of pay applicable to the appointed grade of an employee as prescribed in this Award and does not include shift allowance, weekend and/or holiday or other penalty rates of pay.
- 4.7 "Resignation" means voluntarily leaving the service of Energy Australia.
- 4.8 "Retirement-Age" means termination of service in accordance with subclause 34.4.
- 4.9 "Retirement-Ill Health" means terminating of service by Energy Australia on account of ill-health, it being certified by Energy Australia's Medical Officer, or a medical practitioner as agreed between the Managing Director and the Secretary of the Union concerned, that such ill-health renders the employee unable in the future to perform the duties of the employees' appointed position or equivalent.
- 4.10 "Rostered Day Off" means a day off for a shift worker under a shift work roster; or for a day worker, means a week day Monday to Friday on which the employee is not required to work because the employee has worked additional time which has accrued towards a day off.
- 4.11 "Service" means service calculated in accordance with provisions of clause 35, Calculation of Service.
- 4.12 "Trade classifications" are occupational groups whose members are required to serve an apprenticeship.
- 4.13 "Permanent Part-time employee" means an employee who is engaged for less than full-time ordinary hours as prescribed by the Award, with regular days and number of hours each week.
- 4.14 "Casual employee" means an employee who is engaged to work on an hourly or daily basis, with a minimum engagement of (3) three hours.
- 4.15 "Fixed Term Employment" means when it is not expected that there will be an on going need for the position. A fixed term employee is one who is engaged for a fixed period.

5. Disputes and Grievance Resolution

- 5.1 The parties accept that the following general principles will be observed when it is necessary to rely on these dispute and grievance procedures:

The use of unilateral action is equivalent to one party seeking to impose its will on the other.

Every attempt must be made to resolve matters within Energy Australia.

Only as a last resort should reference to external agencies be considered.

5.2 Any dispute, claim or grievance shall be dealt with as follows:

- 5.2.1 The first point of contact shall be the supervisor of the affected employee(s) who will deal with the matter within 2 working days.
- 5.2.2 If not resolved at 5.2.1 above, the matter will be considered by the employee(s), employee(s) 's local union delegate/organiser and the local Manager concerned. The matter will be dealt with as soon possible, but no more than 2 working days after the initial contact.
- 5.2.3 If the matter is unable to be resolved under 5.2.1 and 5.2.2 above, then it will be referred to the Division's Employee Relations Manager and the appropriate Union Official. The matter will be dealt with as soon as possible, but no more than 2 working days after initial contact.
- 5.2.4 If the matter is unable to be resolved under 5.2.3 above, a conference will be arranged between Energy Australia's Manager Employee Relations/ Employee Relations Consultants and representatives of the Union concerned to discuss the matter and endeavour to achieve a settlement. Such conference will take place within 2 working days after 5.2.3 above.
- 5.2.5 In the event the matter can not be resolved under 5.2.4 above, the matter will be referred to the Managing Director and conferences will take place with the parties concerned.
- 5.2.6 In the event of failure to resolve a matter by the appropriate steps as set out above and where the parties are unable to agree, there shall be a 'cooling-off' period of 72 hours, excluding weekends and award/public holidays, to enable the parties to re-assess their respective positions.
- 5.2.7 In the event the above steps fail to reach a resolution, then the parties may then seek to exercise their rights under the provisions of the *Industrial Relations Act 1996*.
- 5.2.8 During the course of the above procedures the status quo will be maintained by both parties, and without prejudice to either party, work shall continue in the manner it was carried out prior to the dispute arising.
- 5.2.9 At each stage of the resolution process, the parties will attempt as much as possible to reach agreement on the further process to be followed.

6. Consultation

- 6.1 The term 'consultation' is understood as a process of seeking information, seeking advice, exchanging views and information, and taking the views and information into consideration before making a decision. Proposals for change will be developed through the consultation process.
- 6.2 All proposals for change which affect employees will be discussed between the Parties before final decisions are made. In this way, the genuine concerns of employees will be taken into consideration in the planning process. The Parties will provide each other with the information they need to enable them to participate in any discussions.
- 6.3 The Parties will consult before deciding to reduce the size of the workforce. Those discussions will include exploring alternatives, which may assist employees to continue in equivalent employment while achieving the necessary structural adjustments.
- 6.4 The commitment to consultation for change necessarily encompasses a high level of information exchange and sharing information. The Parties therefore agree to maintain the confidentiality of commercially sensitive information at all times.

- 6.5 The Parties may communicate jointly with the employees about major issues and achievements, which affect the workplace. They will not unjustly criticise each other or seek to publicly denigrate the views of the other.

6.6 Peak Consultative Committee

A Peak Consultative Committee (PCC) to be established comprising senior executives, union officials and employee representatives elected from the respective Divisional Workplace Committees.

Meetings are to be convened every second month, or at the request of either party.

These meetings will have organisational change and workplace reform as its primary focus.

6.7 Divisional Consultative Committees

6.7.1 Membership

Divisional Consultative Committees comprising senior executives and managers of the Division, and a number of employees elected by their peers to represent the main occupations and classifications of the Division.

Meetings are held at least monthly and focus on matters of interest or concern to the members.

Other management representatives and union officials are ex-officio members of these committees.

6.7.2 Review Process

To ensure effective operation of the above mentioned committees the structure may be reviewed from time to time or at the request of either party.

In the event that agreement cannot be reached, the Dispute Settlement Procedures will be followed.

7. Outsourcing/ Contracting Out

- 7.1 In circumstances where Energy Australia is examining outsourcing or contracting out of work activities:

7.1.1 it will advise the employees and their Union/s and provide them with at least 28 days notice to respond with suitable proposals about possible alternative arrangements to outsourcing or contracting out.

7.1.2 prior to expressions of interest or tenders being called, where employee generated alternatives are received, such alternatives will be considered.

7.1.3 if it is subsequently determined that expressions of interest or tenders are to be invited, Energy Australia will provide the Union/s with a copy of the document which has been prepared.

7.1.4 expressions of interest or tenders when advertised, shall be timed so as to provide the employees with an opportunity to submit a conforming expression of interest or tender to do the work to an equivalent standard, timetable and price.

7.1.5 if an employee generated conforming expression of interest or tender is submitted, it shall be evaluated together with external submissions received.

- 7.2 Work will only be outsourced or contracted out when it can be demonstrated that either:

- 7.2.1 insufficient overall resources are available to meet the current Energy Australia overall work commitment and work timetable, or
 - 7.2.2 the failure to complete the work in a reasonable time would jeopardise the safety of the public or impact adversely upon system performance, or
 - 7.2.3 the use of outsourcing or contracting out the work is commercially the most advantageous option taking into account quality, safety, performance, cost and the overall strategic direction of Energy Australia.
- 7.3 When a decision is made by Energy Australia to outsource/ contract out work not already outsourced or contracted out, preference will be given to those contractors who have a registered agreement with the relevant union.
- In a review of existing contracts, Energy Australia will only award a contract to a contractor that demonstrates it has established appropriate industrial relations policies and practices and that it complies with industry safety standards, environmental standards and quality standards.
- 7.4 In the evaluation of conforming expressions of interest or tenders, any comparisons will be made on a basis discounting any overheads that would continue even if the work was outsourced or contracted out. Such overheads would typically include tendering costs, contract administration, contract supervision and the cost of any redundancies which may arise as a result of the decision to outsource or contract out.
- 7.5 In the event that it is determined to outsource or contract out work, affected employees will have access to the full range of options available under the Energy Australia policies which apply at the time, including training and/or retraining.

8. Training

Skill development and continuous learning is a critical foundation for the continued success of the organisation.

Competency/ Skills-based classification structures will be progressively developed and refined, in line with work and job design, which recognises organisational and employee needs.

All Competency/Skill-based classification structures will:

- provide the basis for pay and progression linked to the acquisition and use of skills within the scope of the position;
- enhance the opportunities for workplace flexibility;
- meet the needs of the organisation;
- address the joint requirements of improved productivity, quality and performance, and development opportunities for individuals.

It is recognised that skill and learning differences between specific work areas or locations will exist despite organisation wide requirements for fairness and employee mobility.

Supporting Mechanisms

To support the competency/ skills-based classification structures, employees may be given the opportunity to become skilled in:

- Workplace Training (the delivery of workplace training);
- Skill Module Development (the design of competency-based modules);

Workplace Assessment (the assessment of competency against agreed competency standards); and

Reading, writing, numeracy and spoken communication.

The identification of competency/skill development requirements will be assisted by Energy Australia's performance development system.

Learning Time

On and off the job learning opportunities will be available to employees to meet the training needs of the organisation.

Wherever practicable, this will take place in normal working time.

Where learning and skill development takes place out of hours, employee family commitments will be taken into consideration.

Payments for learning undertaken outside normal hours will be determined on a case by case basis, prior to commencement of the program. However when it is agreed, where such training is linked to a competency/skills based structure, payments will be made at the rate agreed between the parties, not to be less than ordinary rates.

Penalty rates shall apply to all management-directed and/or regulatory training that occurs outside normal working hours.

9. Wages and Salaries

- 9.1 From 19 December 2002, employees covered by this Award are to be paid the appropriate wage or salary according to their approved pay point - as per Appendix 1.
- 9.2 From 19 June 2003 wage or salary according to their approved pay point - as per Appendix 2.
- 9.3 From 19 December 2003 wage or salary according to their approved pay point - as per Appendix 3.
- 9.4 The rates of pay set out in Appendices 1 - 3 include an "Energy Australia Allowance". This is set at:

\$39.55 per week from 19 December 2002;

\$40.34 per week from 19 June 2003;

\$42.36 per week from 19 December 2003;

The payment of such allowance is to take into account the performance of work in relation to heat, height, dirty work, work in confined spaces; work subject to climatic conditions; subject to the lack of the usual amenities and facilities; subject to directions for alterations and variation of starting and/or finishing locations; subject to direction for availability for emergency work outside of ordinary working hours to ensure continuity and for availability for supply; subject to requirements to complete proficiency tests and subject to changes in the system of working.

10. Method of Payment

- 10.1 Employees shall be paid by direct transfer to a maximum of five major financial institutions, with a registered BSB number.
- 10.2 Employees shall be paid weekly.

11. Allowances

- 11.1 Electrician's Licence Allowance

Paid to employees who are appointed as tradespeople to positions agreed with the Secretary of the ETU and who hold a current NSW Electrician's Licence. The allowance is also payable to employees who were appointed to certain positions prior to 10 December 1981, whether or not they hold an electrician's licence. Paid for all purposes. This allowance shall be payable in accordance with the conditions applicable to and as prescribed by the Electricians & c. (State) Award as varied from time to time. (Appendix D, Allowances, Item No 23).

11.2 Electrical Safety Rules Allowance

Paid to employees appointed to electrical positions as agreed by the Secretary of the ETU who have passed a test of their knowledge of the rules and who are required to work or supervise or direct work in accordance with those rules. The allowance is also payable to employees who were appointed to certain positions prior to 22 December 1981. Employees will be required to undergo periodic refresher training. Effective on and from 19 December 2000, apprentice electricians are paid the allowance from the date they complete the Electrical Safety Rules Test. Paid for all purposes. (Appendix D, Allowances, Item No 20).

11.2.1 Employees in trade classifications (as defined) other than electrician are entitled to 80% of the Electrical Safety Rules Allowance paid to electricians. (Appendix D, Allowances, Item No 21).

11.2.2 Pro-rata Safety Rules Allowance paid to Electricity Supply Operatives who have passed an abridged version of the Safety Rules Test. This allowance is calculated at 60% of the Electrical Safety Rules Allowance. To be known as Safety Rules Electricity Operative Allowance (Appendix D, Allowances, Item No 22).

11.3 Plumber's Registration Allowance is paid to an employee who is required to hold a Certificate of Registration in the course of employment. Paid for all purposes. (Appendix D, Allowances, Item No 24).

11.4 Employees, other than shift workers, in a continuous process, when in charge of depot, office or telephone during a meal break shall be paid the extra rate set out in (Appendix D, Extra Rates, Item No 10).

11.5 An employee appointed to a salaried position who is certified by the General Manager as qualified and competent to carry out the full range of cashiering, customer inquiry and customer advisory work and working in a Customer Service Centre other than in the Energy Australia Head Office building shall be paid the extra rate set out in (Appendix D, Extra Rates, Item No 12). Provided that the provisions of this paragraph shall not apply to an employee who has been appointed to carry out higher-grade duties in a Customer Service Centre.

11.6 Employees who are required to use materials containing asbestos or to work in close proximity to employees using such material shall be paid the amount in (Appendix D, Extra Rates, Item No 13). This is paid for the disability of wearing protective gear.

11.7 Employees who are engaged in removing asbestos or any method of sealing asbestos shall be paid the amount in (Appendix D, Extra Rates, Item No 14). This is paid for the disability of wearing protective gear.

11.8 Pneumatic machine tool workers in charge of an air-compressor shall be paid the extra rate set out in (Appendix D, Extra Rates, Item No 15).

11.9 Employees engaged on unusually dirty work or work of a particularly offensive nature shall be paid the extra rate set out in (Appendix D, Extra Rates, Item No 17).

11.10 Employees, other than shift workers, in a continuous process, when in charge of plant during a meal break shall be paid the extra rate set out in (Appendix D, Extra Rates, Item No 11).

11.11 Employees who are accredited as an interpreter with the National Accreditation Authority for Translators and Interpreters (NAATI) and are nominated to be paid a Community Language Allowance

because they are frequently called on to act as interpreters shall be paid the amount in Appendix D, Extra Rates, Item No 18.

- 11.12 Employees engaged in handling silicate of cotton, slagwool, insulwool or other similar loose material shall be paid the amount in (Appendix D, Extra Rates, Item No 16). This is paid for the disability of wearing protective gear.
- 11.13 Employees appointed to trades positions and engaged in bricklaying, carpentry, painting, plastering, plumbing and signwriting who are required to supply and maintain their own tools of trade shall be paid the tool allowance prescribed from time to time in the appropriate State award (Appendix D, Extra Rates Items 25, 26, 27).
- 11.14 Employees engaged on any chokage and who are required to open any soil pipe, waste pipe or drain pipe conveying offensive material shall be paid the amount prescribed from time to time in the Plumbers and Gas Fitters (State) Award.
- 11.15 Ex-Orion Energy employees who are not provided with tools and are required to provide their own tools shall be paid the amount in (Appendix D, Allowances, Item No 8).
- 11.16 Sustenance Allowance

Where an employee is required to work at a location which is not their usual place of work and are required to stay overnight, and when arrangements have not been made for accommodation, meals and / or general out of pocket expenses paid in advance by Energy Australia then the employee shall be paid the sustenance allowance rate outlined in (Appendix D, Extra Rates, Item No 19). Application of this clause will be provided to the employee in writing prior to the employee being required to work at a location that is not their usual place of work, including an overnight stay.

12. Work Value and Job Evaluation

- 12.1 Changes to an employee's work shall not justify an increase in pay unless the change in the work constitutes such a significant net addition to the work requirements that it warrants advancement to a new classification. Whether or not a job warrants re-classification shall be determined by a properly constituted job evaluation panel.

Changes in work value can only arise from changes in the nature of work, the level of skill required or the level of responsibility exercised.

- 12.2 A properly constituted job evaluation committee shall comprise one Union representative, a management representative and the Job Evaluation Administrator.

13. Hours of Work

- 13.1 Ordinary Hours

The Parties agree that it is essential that sufficient employees be scheduled on to meet the business and customer service requirements in each workplace. Therefore, the hours of work will be scheduled after taking into consideration:

13.1.1 the provision of service;

13.1.2 the work of the branch, section or team; and

13.1.3 the personal circumstances of the employees, including parental responsibilities.

The hours of work for individual employees including start and finish times will be determined by agreement only after consultation with their manager which will take into account 13.1.1, 13.1.2 and 13.1.3 above. Individual schedules will not be altered so often that would be disruptive to the work organisation and employee's home lives. If it is proposed that the ordinary hours extend beyond 8 per day or 6 pm or on a weekend, the relevant union will be invited to participate in the consultations. In all other circumstances the union will be notified and will be involved if requested by the employees.

13.2 Maximum Hours to be Worked

Full time employees will not be required to work in excess of 72 hours in any fortnight, except as overtime.

Employees will not be required to work in excess of 12 hours a day without receiving overtime in terms of Clause 15 Overtime.

13.3 Span of Hours

The span of hours shall be 6.00 am to 6.00 pm. Employees shall be available for work between these hours by mutual agreement.

The span of hours can be adjusted by mutual agreement, with the relevant union(s) and employees, to accommodate summer time arrangements, by means of a local workplace flexibility agreement.

13.4 Normal Working Week

The normal method of scheduling hours will provide for a nine day fortnight. This may be departed from where the local manager and the majority of employees affected agree and their union has been consulted. Alternative patterns of work may include patterns such as 12 hour day/6 day fortnight, 9 hour day/8 day fortnights, etc.

13.5 Flexibility

The scheduled start and finish times and duration of the working day can be altered on a casual basis by agreement between the employee and his/her manager to meet unforeseen changes in the workflow or to meet the personal needs of the employee. A written record of these casual arrangements must be kept by the Manager and a copy forwarded to the Union.

In these cases, the total ordinary hours should not exceed 72 over two weeks. Also, in these cases, work in excess of 12 hours per day or after 6 pm, or on a Saturday, Sunday or award/public holiday will still attract the appropriate penalty rates.

13.6 This clause applies except where a Local Workplace Flexibility Agreement is in place.

14. Shift Work

14.1 Definitions

14.1.1 "Shift Work" - work which is rostered outside the normal spread of hours and which provides for two or more shifts on a day and which requires employees to rotate or alternate in working the shifts.

14.1.2 "Shift Worker" is an employee who works shifts. An employee does not cease to be a shift worker during a period of leave for the purposes of determining accrued leave entitlements, pursuant to Clause 24.

14.1.3 "Afternoon Shift" is a shift finishing between 1800 and 2400 hours.

- 14.1.4 "Early Morning Shift" is a shift commencing between 0500 and 0630 hours.
- 14.1.5 "Seven Day Shift workers" are shiftworkers who are rostered to work on each day of the week. Seven Day Shiftworkers are paid the rates in Appendix 1C.
- 14.1.6 "Night Shift" is a shift finishing between 2400 and 0800 hours.
- 14.2 Shift workers shall be paid the extra rates in Appendix 1D, Extra Rates, Items 3 and 4. Extra rates are made on a pro rata basis for rostered shifts greater than eight hours (eg. A nine hour rostered shift receives 1.125 times the extra rate, a 12 hour rostered shift receives 1.5 times the extra rate).
- 14.3 Penalty Rates shall be paid for shiftwork on Saturdays, Sundays and Award / Public Holidays.
- Penalty rates for all time worked during an ordinary shift on:
- Saturday - Time and one half of the shift hours;
- Sunday - Double Time; and
- Award / Public Holiday - Double Time and an ordinary day's pay.
- 14.4 Change of Roster
- 14.4.1 Shift workers should normally be given at least five days' notice of a change of shift or a change of roster. Where this is not possible the employee will be paid double time for the first shift after the change.
- 14.4.2 Where an employee is given less than five days' notice of a change of shift or roster and the change results in the employee working additional shifts, then the employee shall be allowed an equal amount of time off at a mutually agreed time. If it is not practical for the employee to be allowed time off within four weeks, the employee shall be paid for the extra shifts at double time.
- 14.4.3 The provisions in 14.4.1 and 14.4.2 above do not apply to employees who are classified as relief shiftworkers.
- 14.5 Day workers who are required to work shifts
- 14.5.1 Day workers may be required to work shifts.
- 14.5.2 Day workers who are required to work shifts shall be paid not less than an additional 30 percent for the first 10 afternoon and/or night shifts in lieu of the shift allowance. The shift allowance is still payable where the shifts occur on a Saturday, Sunday or Award / Public Holiday.
- 14.5.3 After working 10 consecutively rostered afternoon and / or night shifts, unbroken by a return to normal day work, an employee shall be deemed to be a shiftworker.
- 14.5.4 The additional payments in sub-clause 14.5.2 do not apply where a day worker is appointed to shiftwork at the employee's own request, or as a result of having applied for and obtained a permanent position involving shiftwork.
- 14.6 "Continuous Afternoon or Night Work" is work that is performed continuously in the afternoon or night. A person working continuous afternoon or night work is not considered to be a shiftworker as defined above at 14.1.1.
- 14.6.1 A day worker who is required to commence working continuous afternoon or night work shall be paid for the first five shifts at time and a half or at the rate otherwise provided in

- this agreement, whichever is the greater. These shifts may be organised so that an employee receives at least a full week's pay.
- 14.6.2 After working five consecutively rostered continuous afternoon or night shifts, unbroken by a return to normal day work, the employee is deemed to be a continuous afternoon or night worker.
- 14.6.3 An employee engaged on continuous afternoon work or continuous night work as defined in this award, who works on:
- any day other than an Award / Public holiday shall be paid -ordinary rates plus 30% for all time worked;
- on an Award / Public holiday shall be paid- ordinary rates plus 30% for all time worked in addition to an ordinary day's pay.
- 14.6.4 The additional payments in sub-clause 14.6.1 do not apply where a day worker is appointed to shiftwork at the employees own request, or as a result of having applied for and obtained a permanent position involving shiftwork.
- 14.7 This clause applies except where a Local Workplace Flexibility Agreement is in place.

15. Overtime

- 15.1 Subject to clause 15.2, Energy Australia may require an employee to work reasonable overtime at overtime rates.
- 15.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- 15.2.1 Any risk to the employees' health and safety;
- 15.2.2 The employee's personal circumstances including any family responsibilities;
- 15.2.3 The needs of the workplace;
- 15.2.4 The notice (if any) given by Energy Australia of the overtime and by the employee of his or her intention to refuse it; and
- 15.2.5 Any other relevant matter.
- 15.3 All time worked in excess of the scheduled ordinary hours shall be overtime unless the employee and the manager have altered them by agreement on a casual basis in accordance with Clause 13.1 Hours of Work.
- 15.4 All time worked outside the period 0600 - 1800 hours Monday to Friday shall be overtime unless the majority of employees and their manager have entered into a Local Workplace Flexibility agreement which complies with Clause 23 Local Workplace Flexibility.
- 15.5 All overtime which commences between midnight Sunday and midday Saturday shall be paid at time and a half for the first two hours and double time thereafter.
- 15.6 All overtime which commences between midday Saturday and midnight Sunday shall be paid at double time.
- 15.7 All overtime which commences on an award/ public holiday is paid at double time and a half until the employee finishes:

- 15.7.1 In the case of day workers, all work done on an award/ public holiday during the time which would have been the employee's normal working time is paid at triple time.
- 15.8 All overtime worked by shiftworkers on a day on which they are rostered off shall be paid at double time until released from duty. Shiftworkers are not entitled to overtime as a result of changed shifts which they organise amongst themselves.
- 15.9 No payment will be made for unauthorised overtime.
- 15.10 Where overtime is necessary, whenever possible it shall be organised so that employees shall have at least 10 consecutive hours off duty. If so much overtime is worked that an employee cannot take a 10 consecutive hour break before the normal commencement time, they shall be entitled to time off without loss of normal pay until they have had a 10 consecutive hour break. If a 10 hour break is not given then the employee is paid double time for all hours worked until a 10 consecutive hour break is taken.
- 15.11 An employee who is recalled to work overtime and is not On Call as provided in Clause 16 On Call shall be paid for a minimum of four hours at the appropriate overtime rate.
- The payment for an employee who is recalled to work overtime commences from the time the employee receives the call and continues until the employee arrives home.
- Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job to which the employee was recalled, or which the employee was required to perform, is completed within a shorter period.
- 15.12 If a dayworker is recalled to work overtime between the time determined by extending the employee's usual ceasing time on the previous day by eight hours and 0400 hours, the employee's normal starting time the next day shall be put back by the number of hours worked between those times or paid at double time for the number of hours worked between those times.
- 15.13 If an employee is required to resume duty after being recalled to work overtime which exceeds four hours, whether continuous or not, before having a ten hour break, the employee shall be paid double time for all hours worked until a break of ten consecutive hours has been taken.
- 15.14 This clause shall not apply to employees working in positions at Pay Point 54 or above unless otherwise approved.
- 15.15 Except where overtime is continuous (subject to a reasonable meal break) with the usual commencing or ceasing times of either a day worker's ordinary working hours or a shift worker's ordinary rostered shift on a day upon which the employee has been rostered on, "Recalled to work overtime" means:
- 15.15.1 a direction given to an employee to commence overtime work at a specified time which is two hours or more prior to either the employee's usual or rostered commencing time, or one hour or more after the employee's usual or rostered ceasing time (whether notified before or after leaving the employee's place of work); or,
- 15.15.2 a notification given to an employee after completion of the employee's day's work directing the employee to take up overtime work; or,
- 15.15.3 a notification given to an employee whose normal hours do not include work on a Saturday, Sunday or Award holiday to work on any such day; or
- 15.15.4 a notification given to a shift worker to work on a rostered day off.
- 15.16 This clause applies except where a Local Workplace Flexibility Agreement is in place.

16. On Call

- 16.1 An employee who is on call shall be paid the amount in Appendix 1D, Extra Rates, Item No's 5, 6 and 7.

- 16.2 An employee who is on call for less than a whole week shall be paid one fifth of the allowance for each working day (Monday - Friday) or part thereof and one quarter of the allowance for each Saturday, Sunday or Award/public holiday or part thereof up to a maximum of the full allowance.
- 16.3 An employee who is on call is required to be available for emergency and/or breakdown work at all times outside the employee's usual hours of duty. Upon receiving a call for duty, the employee is to proceed directly to the job.
- 16.3.1 Emergency and/or breakdown work includes restoring supply to our customers or making equipment safe which has failed or is likely to fail or maintenance work which is essential to prevent a supply failure. This includes work not only on Energy Australia's equipment but also on our customers' equipment.
- 16.4 Payment for a call out shall commence from the time the employee receives a call and continues until the employee arrives back home. Payment is at the appropriate overtime rate as detailed in sub-clause 16.6.
- 16.4.1 Employees who are on call are not confined to their homes but they must be reasonably available so that they would not be delayed by more than 15 minutes in addition to the time it would normally take to travel from their homes to the place where the work is to be performed. Any delays in excess of 15 minutes will not be paid unless specifically authorised.
- 16.5 An employee may be required to attend any other calls which arise prior to returning home.
- 16.6 Call-outs are paid at double time with a minimum one-hour payment. Call-outs during an award/public holiday are paid at double time and a half with a minimum one hour payment.
- 16.7 Employees who are called out are entitled to a minimum of one hour's pay at double time each time they are called out.
- 16.8 If a dayworker is recalled to work overtime between the time determined by extending the employee's usual ceasing time on the previous day by eight hours and 0400 hours, the employee's normal starting time the next day shall be put back by the number of hours worked between those times or paid at double time for the number of hours worked between those times.
- 16.9 If an employee is required to resume duty after a call out which exceeds four hours before having a ten hour break, the employee shall be paid double time for all hours worked until a break of ten consecutive hours has been taken.
- 16.10 Normal meal break and meal allowance provisions apply to overtime worked on call-outs.
- 16.11 This clause shall not apply to employees working in positions at Pay Point 54 or above unless otherwise approved.
- 16.12 This clause applies except where a Local Workplace Flexibility Agreement is in place.

17. Standing By

- 17.1 This clause applies to employees who are directed to stand-by in readiness to work overtime. It does not apply to employees who are on call.
- 17.2 Employees who are standing by shall be paid at ordinary rates from the time the employee commences standing by until the time the employee is directed to commence overtime or to cease standing by.
- 17.3 This clause applies except where a Local Workplace Flexibility Agreement is in place.

18. Meal Break / Meal Allowance

- 18.1 Meal breaks during ordinary hours shall be of at least a half hour duration. The actual duration and timing of the break shall be set after considering the location and nature of the work and may be altered from time to time in consultation with the employees concerned.
- 18.2 If an employee is required to work longer than five ordinary hours without a meal or work break, they shall be paid time and a half until a meal break is taken.
- 18.3 Meal Breaks and Meal Allowances are subject to the following conditions:
- 18.3.1 For all overtime which commences immediately after an ordinary day's work, the employee shall be entitled to a paid meal break of 20 minutes and a meal allowance after the first hour and a half actually worked. The second meal break and second meal allowance become an entitlement after a total of 4 hours actually worked. Every subsequent period of 4 hours actually worked shall entitle the employee to another meal break and meal allowance.
- 18.3.2 For all overtime which commences immediately before an ordinary day's work, the employee shall be entitled to a paid meal break of 20 minutes after each period of 4 hours actually worked. The employee shall be entitled to a meal allowance after the first 2 hours actually worked. Another meal allowance shall become an entitlement after a total of 8 hours are actually worked. Every subsequent period of 4 hours actually worked shall entitle the employee to another meal allowance.
- 18.3.3 For all overtime which is not continuous with an ordinary day's work, the employee shall be entitled to a paid meal break of 20 minutes and a meal allowance after each period of 4 hours actually worked.
- 18.4 An employee may, by mutual agreement, extend a meal break on overtime up to a total period of one hour provided that any time in excess of 20 minutes is unpaid.
- 18.5 Meal breaks which occur during periods of overtime should be taken at the time they fall due unless the employee seeks to defer the break to a later time.
- 18.6 This clause applies except where a Local Workplace Flexibility Agreement is in place.

19. Part-Time Employment

- 19.1 A part-time employee shall be paid a pro rata rate commensurate with their normal hours worked each week.
- 19.2 A part-time employee shall be entitled to all service entitlements on a pro-rata basis commensurate with their normal hours worked each week. Appropriate training will also be provided.
- 19.3 The Parties will consult before introducing a new area of part-time employment.

20. Casual Employment

- 20.1 Casual Employees shall be paid a loading of 20 per cent which shall be in lieu of all entitlements provided under this Award including sick leave and annual leave other than those prescribed below:
- 20.1.1 Long Service Leave in accordance with the *Long Service Leave Act 1955*.
- 20.1.2 Time and half plus the 20 per cent loading for all hours worked in excess of 8 per day or 72 hours per fortnight or outside the spread of hours or on a Saturday before midday.
- 20.1.3 Double time plus 20 per cent for all hours worked after midday on a Saturday or on a Sunday or an award/public holiday.

- 20.1.4 Casual employees shall be eligible for meal allowances and meal breaks as provided in Clause 18 Meal Break/ Meal Allowance of this Award.
- 20.2 Provided that casual employment will not be introduced into any new area of Energy Australia's operations without prior consultation with the relevant union or unions.

21. Fixed Term Employment

- 21.1 Fixed term employees shall be paid and be entitled to all the conditions under this Award which are appropriate.
- 21.2 A fixed term employee does not include a casual employee.

22. Job Sharing

- 22.1 Job sharing is a particular type of work where one or more full-time positions are shared by two or more employees to cover an agreed span of hours.
- 22.2 Where a full-time employee requests to convert to part-time work and their current position needs someone on duty full-time, a job sharing arrangements may be suitable.
- 22.3 A job-sharer shall be paid a pro rata rate commensurate with their normal hours worked each week.
- 22.4 A job-sharer shall be entitled to all service entitlements on a pro rata basis commensurate with their normal hours worked each week. Appropriate training will also be provided.
- 22.5 The Parties will consult before introducing a new area of job sharing.
- 22.6 In the event that one of the employees sharing a job either resigns or is appointed to another position, the remaining employee will be offered the opportunity to be appointed to the position on a full-time basis.
- 22.7 A breakdown in an existing job-share arrangement will not be used as an opportunity to change the full-time status of that position without full consultation with the appropriate union(s) partner(s).

23. Local Workplace Flexibility

- 23.1 This clause is intended to provide the means by which different conditions of employment may be provided as a result of an arrangement which is mutually agreed at the local workplace.

This clause is intended to apply to classifications or work groups of employees, not individuals.

- 23.2 A Local Workplace Flexibility Agreement may provide for different conditions of employment than are provided in the following clauses:

Hours of Work (Span of Hours)
Shift Work
Overtime
On Call
Standing By
Meal Break
Excess Travel

- 23.3 A Local Workplace Flexibility Agreement may only provide for different conditions of employment where the following requirements have been complied with:

- 23.3.1 The employees are not disadvantaged when the local workplace agreement is viewed as a whole.

- 23.3.2 The majority of employees affected agree after taking all views into consideration including the need to maintain effective working relationships.
 - 23.3.3 The appropriate union has been advised prior to the commencement of discussions with the employees concerned.
 - 23.3.4 The Local Workplace Flexibility Agreement is not contrary to any law and does not jeopardise safety.
 - 23.3.5 The Local Workplace Flexibility Agreement will improve efficiency and/or customer service and/or job satisfaction.
 - 23.3.6 Local Workplace Flexibility Agreements shall be signed by the manager of the Energy Australia business unit, the relevant union, and a representative of the NSW Labor Council. Where more than one union has coverage of the position affected by the Local Workplace Flexibility Agreement then the unions with coverage and the NSW Labor Council will be signatories to the Agreement.
 - 23.3.7 Managers shall give fair consideration to requests from staff for flexible work arrangements and ensure that work arrangements do not discriminate or work against particular employees.
- 23.4 Individual employees may opt out of a local workplace agreement if its operation will cause him/her genuine personal or family hardship and they can do so without disrupting the pattern of work or inconvenience customers. Transfer to another equivalent position will be considered in these circumstances.

24. Annual Leave

- 24.1 Employees excluding shift workers shall accumulate 144 hours of annual leave in each complete year of service.
- 24.2 This leave will be approved by Energy Australia provided that adequate employees are available to meet the needs of the organisation.
- 24.3 Annual leave may be taken in any combination of separate periods. These should be taken in whole days.
- 24.4 Payment for annual leave shall be at the ordinary rate of pay. See Clause 40 Higher Grade Pay in relation to Higher Grade Pay.
- 24.5 Employees may be allowed to take a period of annual leave in advance of its accrual, subject to approval. Where their employment subsequently terminates before the leave has accrued on a pro rata basis, Energy Australia may deduct any pre-payment from their termination pay.
- 24.6 Any award/ public holidays which occur during annual leave shall not be deducted from annual leave entitlements.
- 24.7 Rostered days off do not accrue during periods of annual leave.
- 24.8 Seven-day shiftworkers shall accumulate 200 hours of annual leave in each complete year of service. Other shiftworkers shall accumulate 160 hours of annual leave in each complete year of service.
- 24.9 Employees who have worked as seven-day shiftworkers for part of a year shall receive a pro rata entitlement to additional annual leave.
- 24.10 When an employee ceases employment for any reason, they shall be paid for any annual leave which has not yet been taken for each completed year of service. The employee shall also be paid a pro rata amount for any leave which has not been taken for any partly completed year of service. Payment for

all outstanding annual leave shall be at the ordinary rate which applied at the time employment ceased. (See clause 40 in relation to Higher Grade Pay).

- 24.11 Employees shall not commence annual leave whilst on sick leave or accident leave.
- 24.12 All annual leave is paid at the employee's ordinary rate of pay which includes, all purpose allowances as defined and higher grade pay where applicable (See Clause 40 Higher Grade Pay). Shiftworkers are paid for their annual leave at their ordinary rate inclusive of shift allowances or receive an annualised holiday loading paid at 1.65% each week, whichever is the greater.
- 24.13 Employees may use single days of annual leave to look after sick relatives or deal with emergencies. In these circumstances, the employee should provide his/her manager with as much notice as possible before the scheduled start of work.

25. Sick Leave

- 25.1 Employees are entitled to sick leave when their sickness prevents them from attending their workplace.
- 25.2 Visits to a doctor or dentist during the employee's normal working hours and any other part day absences will be debited against the employee's sick leave entitlements.
- 25.3 Sick leave will not be paid where the absence arises from participation in any activity where the employee is paid by other than Energy Australia.
- 25.4 In determining an employee's total sick leave credit, service with an organisation which has merged with Energy Australia will be taken into account.
- 25.5 Where an employee has exhausted their entitlement to paid sick leave, additional leave with pay may be granted if the circumstances warrant it.
- 25.6 Where an employee has exhausted their entitlement to paid sick leave, and is granted leave without pay, that period may or may not count as service as determined by Energy Australia.
- 25.7 After three months an employee is entitled to 24 hours sick leave.

After a total of six months an employee is entitled to an additional 32 hours.

After a total of 12 months an employee is entitled to an additional 64 hours.

After a total of 18 months an employee is entitled to an additional 48 hours.

After a total of 24 months an employee is entitled to an additional 72 hours.

After a total of 36 months an employee is entitled to an additional 120 hours.

After a total of 48 months an employee is entitled to an additional 120 hour.

After a total of 60 months an employee is entitled to an additional 144 hours.

After every 12 months thereafter an employee is entitled to an additional 144 hours.

Any untaken portion of the entitlement shall accumulate for use in future years.

- 25.8 An employee who is diagnosed as being so sick that they are not expected to ever be fit for normal duties shall be "Retired-Ill Health". The date of retirement will normally be the date that their sick leave entitlements are exhausted. However, the employee will have the option to take a lump sum payment for sick leave in accordance with Clause 36 Cashing in Sick Leave and retire after any sick leave which accrued after 15 February 1993 has been exhausted. No additional sick leave entitlements will accrue from the date the diagnosis is made.

- 25.9 If an employee provides medical evidence that they were injured or sick whilst on annual leave or long service leave to such an extent that they were unable to derive benefit from the leave, then the period of leave which is affected will be recredited provided it is at least of five consecutive working days duration.
- 25.10 Award/public holidays and RDO's which occur during periods of sick leave are not counted as sick leave.
- 25.11 A certificate from a medical practitioner is required for all claims for sick pay which exceed three working days. However, where an employee's sick leave record is unsatisfactory, the employee may be required to produce a medical certificate to cover all absences for the next 12 months.
- 25.12 Claims for sick leave and/or pay not covered by a medical certificate shall not be made more frequently in any year of service then:
- in the case of employees with 1 year but less than 5 years' service - 4 occasions in a service year;
- in the case of employees with 5 years or more service - 6 occasions in a service year.
- 25.13 Paid sick leave will not be available for absences on either the last working day before, or the first working day after, an award/public holiday, annual leave or long service leave unless a medical certificate is provided.
- 25.14 A medical certificate should include the following information:
- Name of employee
- Name of Doctor and signature
- Reason for absence *
- Period during which the employee is unfit for work, and
- Date of issue.
- * While it is reasonable for Energy Australia to ask the reason for an absence, the employee and treating doctor can decide how much detail is provided.
- 25.15 Where an employee is required to obtain a medical certificate it should be obtained during the period of absence on sick leave and not be obtained retrospectively. This requirement may be waived in extenuating circumstances.
- 25.16 Part day absences shall be debited against the employee's sick leave entitlement.
- 25.17 Employees will make reasonable efforts to notify their supervisor as close to the normal start time as practical if they are going to be absent on sick leave.
- 25.18 If there is any dispute about a doctor's diagnosis in relation to sick leave, a second opinion may be obtained from another doctor jointly selected by the parties. This second opinion will be deemed to settle the dispute. Any cost for obtaining the second opinion will be paid by the party that the decision goes against.

26. Long Service Leave

- 26.1 Long Service Leave shall accrue according to the following scale:

After 10 years' service	13 weeks
After 15 years' service	Additional 8½ weeks
After 20 years' service	Additional 13½ weeks
After each additional 5 years' service	Additional 13 weeks

- 26.2 All long service leave is paid at the employee's ordinary rate of pay as defined.
- 26.3 An employee who has completed five years' service and less than 10 years' service with Energy Australia and whose employment terminates for any reason other than misconduct, shall be entitled to payment of 1.3 weeks' pay for each year of service and pro rata for partly completed years to the nearest day.
- 26.4 An employee who has completed 10 or more years' service with Energy Australia whose employment terminates for any reason other than misconduct, shall be entitled to the following pro rata long service leave, minus any periods of long service leave already taken:
- | | |
|----------------------------------|--------------------|
| Ten years' service | 13 weeks |
| Between 10 and 15 years' service | 1.7 weeks per year |
| Between 15 and 20 years' service | 2.7 weeks per year |
| After 20 years' service | 2.6 weeks per year |
- Pro rata amounts will be paid for partly completed years to the nearest day.
- 26.5 Employees who have continuity of service with an organisation which merged with Energy Australia or whose service with a previous employing organisation is recognised by Energy Australia for long service leave purposes, will have that service and any periods of long service leave taken into consideration in calculating their entitlement in terms of Clause 35, Calculation of Service.
- 26.6 Employees shall not commence long service leave whilst on sick or accident leave
- 26.7 Employees shall give at least four weeks' notice of their intention to take long service leave. Shorter notice may be agreed, subject to work requirements.
- 26.8 Long service leave may be taken at half pay. All long service leave will be taken in amounts no less than one day.

27. Accident Leave and Pay

- 27.1 "Accident Pay" means an amount of pay equal to the difference between the amount of workers' compensation received and the ordinary rate of pay.
- 27.2 Where an employee has been injured in the course of employment at Energy Australia, they shall be paid Accident Pay and Workers' Compensation for a combined total period up to 52 weeks, provided that employment continues with Energy Australia.
- 27.3 Additional periods of accident pay may be granted by Energy Australia where circumstances warrant it.
- 27.4 A certificate from a medical practitioner is required for all claims for accident pay. If there is any dispute between doctors, the parties will select a third doctor whose opinion will settle the matter of accident pay.

This will not determine the issue of liability which will be settled by the Workers' Compensation Commission if the parties cannot agree.

- 27.5 A medical certificate should include the following information:

Name of employee,

Name of doctor and signature,

Reason for absence,

Period during which the employee is unfit for work, and

Date of issue

- 27.6 If an employee receives a settlement or compensation in relation to an injury or illness which has resulted in a claim on Energy Australia for paid sick leave or paid accident leave, then the employee shall repay Energy Australia the sum of the actual pay received to a maximum not exceeding the settlement or compensation received. In such cases, the amount of sick leave which was reimbursed will be reccredited to the employee.

28. Special Leave

- 28.1 Special Leave may be granted for the following purposes:

Bereavement

Blood donations

Attending to union matters, including training and official conferences

Attending Employee Assistance Program

Personal.

- 28.2 Special Leave may be granted with or without pay by agreement.
- 28.3 Special Leave may or may not count for service by agreement.
- 28.4 An employee who is required to attend for Jury Service will be granted leave which will count as service. An employee will be paid the difference between their normal rate of pay and the amount paid for jury service.
- 28.5 Special Leave with pay will be granted to employees for their first appointment under the Employee Assistance Program. Subsequent appointments are subject to sub-clauses 28.2 and 28.3 above.
- 28.6 Employees are encouraged to use RDO's or single days of annual leave to cover other absences. The employee should provide his/her manager with as much notice as possible before the scheduled start of work.
- 28.7 An employee who is required to attend military training will have such periods counted as part of service, up to a maximum of 14 days per year. The employee will be paid the difference between the ordinary rate currently paid, and amount paid for military training, on production of evidence of the employee's attendance and money paid to the employee.

29. Personal/ Carer's Leave

- 29.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in paragraph 29.3.2, who needs the employee's care and support, shall be entitled to use, in accordance with this sub-clause, any current or accrued sick leave entitlement, provided for in clause 25 "Sick Leave", for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of one day. This entitlement is effective from 19 December 2002.
- 29.2 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned, and that the illness is such as to require care by another person. In normal circumstances an employee must not take carer's leave under this sub-clause where another person has taken leave to care for the same person.
- 29.3 The entitlement to use sick leave in accordance with this clause is subject to:
- 29.3.1 the employee being responsible for the care and support of the person concerned: and,
- 29.3.2 the person concerned being:

- 29.3.2.1 a spouse of the employee; or
 - 29.3.2.2 a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - 29.3.2.3 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
 - 29.3.2.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - 29.3.2.5 a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. 'household' means a family group living in the same domestic dwelling.
- 29.4 An employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, 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.
- 29.5 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in paragraph 29.3.2 above who is ill.
- 29.6 An employee may elect with the consent of the employer, to take annual leave for the purposes of providing care to a class of person set out in paragraph 29.3.2.
- 29.7 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 months of the said election.
- 29.8 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.
- 29.9 If having elected to take time as leave, in accordance with subclause 29.7, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- 29.10 Where no election is made in accordance with the said subclause 29.7, the employee shall be paid overtime rates in accordance with the award.
- 29.11 An employee may elect, with the consent of EnergyAustralia, 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 or ordinary hours provided in the award, at the ordinary rate of pay.
- 29.12 An employee on shift work may elect, with the consent of the employer, 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.
- 29.13 An employee may elect, with the consent of the employer, to take a rostered day off at any time.

- 29.14 An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- 29.15 An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- 29.16 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.

30. Parental Leave

- 30.1 The provisions of the *Industrial Relations Act* 1996 shall apply.
- 30.2 Employees who are eligible for maternity leave without pay under the *Industrial Relations Act* 1996 shall be entitled to receive up to nine weeks of paid leave (or 18 weeks at half pay) included in the 12 months approved under the Act at their ordinary rate of remuneration.

31. Career Break

- 31.1 Employees are eligible to apply for a career break to meet personal, family or community responsibilities - e.g. study, child rearing, looking after a sick relative, personal development, etc.
- 31.2 A career break provides between three months and one year of unpaid leave and may be combined with other leave to provide a total period of absence up to two years.
- 31.3 Employees who take a career break maintain continuity of employment but the period of leave does not count for service.
- 31.4 Employees who take a career break will be able to return to either their old position or an equivalent position.

32. Award / Public Holidays

- 32.1 The days on which the following holidays are gazetted shall be days off work without loss of pay: New Year's Day, Australia Day, *Picnic Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day.
- 32.2 Union Picnic Day*. The picnic day shall be a recognised holiday only for employees who are financial members of the union's party to this award.
- * For ex-Sydney Electricity employees this will be the second Friday in March. For ex-Orion Energy employees this will be a day determined between the parties.
- 32.3 In addition, employees shall be entitled to the day off work without loss of pay for any other days which are gazetted as public holidays throughout NSW.
- 32.4 Any award/public holiday which falls during a period of annual leave, sick leave or long service leave, shall not be debited against that leave.

- 32.5 If an award/public holiday occurs on an employee's scheduled day off or rostered day off then the employee shall receive an additional day's pay at the ordinary rate or shall be entitled to another day off in lieu.
- 32.6 An employee who is absent from duty without approval on the working day prior to, or the working day after, an award/public holiday shall not be entitled to pay for that holiday or the unauthorised absence.
- 32.7 Where an employee has been on unauthorised leave for more than five consecutive working days, which may include an RDO, the employee is not eligible to be paid for any award/ public holidays which occur during the leave.
- 32.8 An employee who is on call on an award/ public holiday shall be entitled to another day off in lieu.

33. Rostered Days Off

- 33.1 A rostered day off occurs in the system of working a 9-day fortnight and is defined as a weekday Monday to Friday on which an employee is not required to work because the employee has worked additional time which has accrued towards a day off.

The normal working arrangement for employees is nine eight-hour days per fortnight and RDO's are normally taken on a Monday or Friday.

This may be varied using a Workplace Flexibility Agreement.

- 33.2 Employees can accumulate up to five RDO's which can be taken at any time subject to mutual agreement after having regard to the needs of the work area and the needs of the employees.

When an employee takes more than two consecutive RDO's and another employee acts in his/her job, then that employee shall be eligible for higher grade pay.

- 33.3 If employees need time off to look after a sick relative or for an emergency or unforeseen event, they are encouraged to use accumulated RDO's or to take an RDO in advance. In all circumstances, the employee should provide his/ her manager with as much notice as possible before commencing the absence.
- 33.4 The number of RDO's which an employee may take in a year when 4 weeks' annual leave is taken, is limited to 24.

34. Terms of Employment

- 34.1 Energy Australia shall give an employee the following periods of notice or payment in lieu:

Employee's period of continuous service with Energy Australia (See Clause 35 Calculation of Service)	Period of Notice
Less than 1 year	1 week
Between 1 and 3 years	2 weeks
Between 3 and 5 years	3 weeks
More than 5 years	4 weeks

This period of notice given by Energy Australia is increased by one week if the employee is over 45 years of age and has completed at least two years of continuous service with Energy Australia.

This shall not limit Energy Australia's right to dismiss an employee without notice for serious misconduct. Employees shall provide Energy Australia with not less than one week's notice of termination or forfeit one week's wages in lieu.

- 34.2 If an employee is absent without notifying Energy Australia for a continuous period of five working days (including RDO's) without reasonable cause, they will be considered to have abandoned their employment and may be dismissed effective from the last day actually worked.
- 34.3 The decision to dismiss an employee shall rest with the relevant General Manager.
- 34.4 An employee may retire from Energy Australia after reaching 55 years of age.
- 34.5 An employee may be required to work reasonable overtime, unless the employee has reasonable grounds for refusing.
- 34.6 Money cannot be deducted from an employee's pay without written authority from the employee except where an employee leaves Energy Australia and annual leave has been taken in advance but has not yet accrued on a pro rata basis.
- 34.7 Employees are not entitled to pay in the following circumstances:
- 34.7.1 where an employee is absent without authorisation, or
- 34.7.2 where an employee is absent due to sickness but has no entitlement to paid sick leave, or
- 34.8 Suspension without pay for an appropriate time may be applied as an alternative to dismissal. This should be discussed with the employee and the relevant union before a final decision is made.

35. Calculation of Service

- 35.1 All service as an apprentice, trainee or cadet shall count towards service entitlements under this Award.
- 35.2 The following periods will not count for service and will not break the continuity of service with Energy Australia:
- Sick leave without pay
- Parental leave without pay
- Leave without pay, whether authorised or not
- Career Break.
- Leave without pay can be assessed on a case-by-case basis by Energy Australia to determine whether or not it will count for service.
- 35.3 Where Energy Australia has terminated an employee's employment because of ill health or injury, and the employee is subsequently retired, the total length of service shall be taken into account in calculating the employee's entitlements.
- 35.4 Employees who commenced duties with Energy Australia as a result of the amalgamations and mergers of Shires, Municipalities and County Councils on or prior to 1 January 1980 and mergers in 1995 shall have their previous service recognised in calculating their service entitlements.
- 35.5 From date of corporatisation of Energy Australia, 1st March 1996, the following service counts for long service (extended) leave purposes for staff employed by Energy Australia as at 1st March 1996:

Prior service with approved Government Departments will be recognised. This provision only applies for employees who were employed before 1 March 1996.

Prior service with approved NSW Authorities will be recognised.

Prior service with former local government regulated distributors which were engaged in electricity distribution will be recognised.

Prior service with approved State-Owned Corporations will be recognised.

Prior service with the Australian Public Service will no longer be recognised after 1 March, 1996.

35.6 New employees recruited from the New South Wales Public Service after 1st March 1996, will continue to have the option of transferring their existing extended leave, recreation leave and sick leave balances to Energy Australia, subject to the existing arrangements for transfer of funds from the previous employer.

35.7 For the purposes of 35.5 and 35.6 above, the period of service for recognition must be ‘continuous’, which is defined as follows:

the employee entered on duty in Energy Australia on the next working day following cessation of employment with the recognised former employer; or

the employee has been accepted for employment by Energy Australia prior to the last day of service with the recognised former employer, in which case a break of up to 2 months may be allowed between cessation of duty with the former recognised employer and commencement of employment with Energy Australia.

36. Cashing in Sick Leave

36.1 Where an employee retires at age 55 or above or accepts voluntary redundancy/early retirement or is retired on medical grounds arising from illness or accident, the employee shall be paid at the ordinary rate of pay applicable to the employee's appointed grade at the date of termination for his/her accumulated untaken sick leave up to the date of termination as calculated below.

36.2 The maximum number of hours of sick leave that may be cashed-in is to be calculated as follows:

Step 1: Calculate the number of hours of accumulated sick leave, as at the date of termination of employment.

Step 2: Calculate the number of hours of accumulated sick leave, as at 15 February 1993, that the employee could have cashed-in if his or her employment had been terminated immediately before 15 February 1993.

The maximum number of hours of accumulated sick leave that may be cashed-in is the lesser of the numbers calculated under Step 1 and Step 2.

36.3 The intention of sub-clauses 36.1 and 36.2 above is to ensure that when an employee is obliged to use sick leave credits accumulated prior to 15 February 1993, then such leave will be recredited to the pre 15 February 1993 balance when the employee is again entitled to the annual sick leave credits available in the following year of service.

37. Excess Travel

37.1 Excess travel time is defined as additional travelling time incurred by an employee in the following circumstances where:

- (i) the employee is directed to start work at a location which takes longer to travel to or from their home than to the usual place of work;
- (ii) the employee is transferred to a new place of work which takes longer to travel to or from their home than to the former place of work. See also sub-clause 37.2.

- (iii) the employee is required to work overtime or is called out on a day which is not their normal working day. See also sub-clause 37.5.

Where the employee does not have a usual place of work but instead has a nominal headquarters to which they are attached, for the purpose of calculating excess travel the headquarters are treated as the usual place of work.

- 37.2 Where an employee is transferred to a new place of work, payment for any excess travel shall only continue for the first six months. This does not include transfers or appointments made at the employee's request or which are made for disciplinary reasons.

- 37.3 Payments for excess travel shall be calculated by estimating the actual travel time and distance by road. Excess travel time shall be calculated at ordinary rates for journeys undertaken Monday to Saturday inclusive and at ordinary time plus a half on Sundays and award/public holidays. This does not apply to travel time undertaken for a call-out which is covered in sub-clause 37.5.

Reimbursement for the distance travelled is not paid in any circumstances where an employee travels in an Energy Australia vehicle.

- 37.4 Excess travel is not paid for journeys undertaken during work time.

- 37.5 Where an employee is called out, all travelling time is paid at the appropriate overtime rate. The minimum payment of four hours includes any excess travel time where the total time for the job plus travel to and from the job is four hours or less.

- 37.6 An employee will be paid for his/her actual excess travel time and fares or the amount calculated under 37.3 above, whichever is the greater. Where an employee believes he/she has not at least been paid for the actual excess travel time and fares, he/she should submit a claim providing sufficient details about the actual mode of transport and the duration of travel for the claim to be assessed and paid.

- 37.7 Employees who travel in an Energy Australia vehicle are only entitled to payment for any excess travel time which exceeds 30 minutes per journey except when they are called out or work overtime on a day which is not a normal working day, in this case they are entitled to payment for all travelling time.

- 37.8 Notwithstanding subclause 37.7 above, employees who travel to and from work in an Energy Australia vehicle shall not be entitled to payment for excess travel if the payment means it is no longer worthwhile to Energy Australia for the employee to take a vehicle to and from work. Payment for excess travel to employees who use an Energy Australia vehicle must be authorised by the relevant General Manager.

- 37.9 This clause shall not apply to employees working in positions at or above Pay Point 54 unless otherwise approved.

- 37.10 This clause applies except where a Local Workplace Flexibility Agreement is in place.

38. Provision of Transport

Where an employee is directed to work overtime or on a shift on which they are not regularly rostered and they finish work at a time when reasonable means of transport is not available, Energy Australia shall provide the employee with a conveyance to the employee's home.

39. Protective Clothing and Equipment

- 39.1 Each employee shall be responsible for the proper care of tools and proper care and laundering of protective clothing issued to them.

- 39.2 New protective clothing and equipment and tools will be issued as required to replace items which are subject to normal wear and tear.

- 39.3 Employees will be issued with protective clothing, tools and equipment which is suitable for carrying out work safely in the prevailing conditions.
- 39.4 Employees may be required to replace any protective clothing, tools or equipment which is damaged as a result of misuse or negligence.
- 39.5 Employees are not permitted to use protective clothing, tools, vehicles or equipment which is provided by Energy Australia while engaged in any employment other than with Energy Australia.
- 39.6 Employees who are provided with protective clothing shall wear it.
- 39.7 Energy Australia's policy on protective clothing will be based on the recommendations of the joint employer/employee/union Clothing Committee.

40. Higher Grade Pay

- 40.1 The introduction of skills-based classifications will mean that higher grade pay will no longer be applicable within classification groupings because employees will be paid for the full range of duties that they would be expected to use from time to time. Higher Grade duties would still apply where employees take on higher responsibilities and duties which are beyond the scope of their classification grouping - e.g. a Technician acting as a Field Co-ordinator, Superintendent etc.
- 40.2 Employees who are required to carry out duties of a higher grade which are not recognised within the scope of their normal classification grouping shall be paid the appropriate higher rate for the actual period involved, provided they carry out the duties for a minimum of one hour continuously.
- 40.3 If an employee has been receiving higher grade pay for a continuous period of 13 weeks immediately prior to commencing annual leave, sick leave or accident leave, the employee will be paid the higher grade rate for the duration of the absence. Absences on approved leave of five days or less aggregate duration will not cause a break in continuity for the purposes of this sub-clause. In all cases, the payment of higher grade pay whilst on leave will not exceed six months duration. Breaks in Higher Grade duties of five days or less aggregate duration shall not cause a break in continuity for the purposes of this sub clause.
- 40.4 Award/public holidays during a period of higher grade duty will be paid at the higher rate.
- 40.5 The higher grade rate will not apply to long service leave or payments made for service entitlements at the termination of employment.
- 40.6 Higher grade pay is paid to an employee who is required to perform higher grade duties to cover the work of an employee who is absent for more than 2 days taken as RDOs.
- 40.7 Undertaking on the job training in a higher graded position does not entitle an employee to higher grade pay unless the person is actually given responsibility for the job - e.g. in a relief role.
- 40.8 Except where an employee is relieving in a vacancy created by an employee on approved leave such as parental leave or long service leave or the work area is being restructured, a period of higher grade pay shall not continue for more than six months before the job is advertised.

41. Superannuation

41.1 Supplementary Superannuation

This sub-clause apply to employees who:

- 41.1.1 were employed by Sydney County Council on or before 31 March 1977; and
- 41.1.2 contributed to the same Local Government Superannuation Scheme on 30 April 1990 that he/she was contributing to on 31 March 1977; and

- 41.1.3 compulsorily transferred to the State Authorities Superannuation Scheme on May 1990; and
- 41.1.4 have completed at least 20 years' continuous service with Energy Australia and Sydney County Council; and
- 41.1.5 retired age, retired ill-health was dismissed for reasons other than misconduct, took voluntary redundancy or died whilst still employed.
- 41.1.6 Employees who meet all the above conditions shall be paid a supplementary superannuation benefit equal to the difference between:
- 41.1.6
- $$E = 3.5 + 0.07 (S - 20)$$
- where E = the employee's entitlement measured in weeks of pay per year of service at their ordinary rate.
- and S = 45 or the total number of years service (including a portion for part completed years to the nearest whole month) whichever is the lesser.
- 41.1.7 The monetary benefits directly attributable to all payments made or to be made in respect of the employee by Energy Australia or any other employer under the provisions of the *Local Government and other Authorities (Superannuation) Act 1927* and the *State Authorities Superannuation Act 1987* or its successor.
- 41.1.8 This clause shall not apply to an employee who is a contributor under the provisions of the *Superannuation Act 1916*.
- 41.1.9 This clause also applies to employees who were formerly employed by a County Council and who were transferred to Energy Australia on 1 January 1980 provided that:
- 41.1.10 they maintained continuity of service in the transfer;
- 41.1.11 they fulfil the requirements in sub-clause 40.1.1 of this clause:
- if they meet these criteria, service with Brisbane Waters, St George and MacKellar County Councils prior to being transferred to Energy Australia on 1 January 1980 will be counted in calculating any entitlement under this clause.
- 41.1.12 This sub-clause applies to employees who were employed by the former Shortland County Council/Orion Energy.
- Where the service of an employee is terminated by retirement age, retirement ill health or death, the employee, or in the latter case, his legal representative, shall be paid a severance allowance equal to:
- the amount calculated at the rate of the employee's final average salary as defined in Section 24 of Part V of the *Public Authorities Superannuation Act, 1985*, payable at the date of termination based on 5.616 weeks for each completed year the employee was a contributor under the aforesaid Act and proportionately for any fraction of a year on a monthly basis with a maximum period of 224.64 weeks.
- Less:

the monetary benefits directly attributable to all payments made or to be made in respect of the employee by the provisions of the *Public Authorities Superannuation Act*, 1985 those benefits being the amount calculated in accordance with the formula set out in Section 26 of the said Act.

- 41.1.13 Notwithstanding the above mentioned provisions, the severance allowance payable to an employee or an employee's legal representative shall not exceed a sum equivalent to two (2) weeks salary or wage for each year of the employee's local government service and proportionately for a fraction of a year on a monthly basis.

41.2 Default Superannuation Scheme

Subject to the provisions of relevant superannuation legislation, employees under this Award will have their superannuation contributions paid into the Energy Industries Superannuation Scheme (EISS).

41.3 Wage Sacrifice To Superannuation

- 41.3.1 An employee may elect in lieu of being paid an amount of wages to have an equivalent amount paid by way of Superannuation contributions in accordance with the relevant provisions of the EISS.
- 41.3.2 Where an employee has elected to have an amount paid by way of Superannuation contributions in lieu of wages, any allowance, penalty, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payment for leave taken in service to which an employee is entitled under this Award or any applicable award, act or statute which is expressed to be determined by reference to an employee's wage, shall be calculated by reference to the actual wages paid to the employee and the amount paid under clause 41.3.1 by way of Superannuation contributions.
- 41.3.3 Subject to the provisions of relevant superannuation legislation, any Superannuation contributions paid under clause 41.3 shall be paid to the EISS.
- 41.3.4 The employee may elect to have an amount paid by way of Superannuation contributions in lieu of wages on joining Energy Australia and thereafter may alter the amount paid by way of Superannuation contributions under clause 41.3 with effect from 1 July each year.
- 41.3.5 An election to have Superannuation contributions paid in lieu of an amount of wages shall be in writing and may only be made with the consent of both the employee and Energy Australia.

42. Apprentices

- 42.1 Apprentices who are appointed to a trades position in Energy Australia, shall be paid the appropriate full adult rate.
- 42.2 Where apprentices commence an apprenticeship, at the age of 21 or greater, they shall be paid the adult apprentices rates in Appendix 1E. Adult apprentices employed with Energy Australia will retain their existing rate of pay until that rate is exceeded by the adult apprentice rates in Appendix 1E.
- 42.3 Apprentices may not be required to undertake shiftwork or overtime where it clashes with their training.

43. Miscellaneous Conditions of Employment

- 43.1 An employee who is, on or below Pay Point 40, and is required to be an authorised motor vehicle driver or who is required to hold a licence to operate plant or equipment will have the cost of that licence/s reimbursed.

- 43.2 Nominated employees who are required to take or make business calls at home will be reimbursed the cost of phone rental and/or business calls as determined by Energy Australia or provided with a mobile phone.
- 43.3 On the death of an employee, all their outstanding entitlements and accruals will be paid to their estate.
- 43.4 An employee who is authorised and agrees to use a private motor vehicle in the course of their employment shall be paid the rate in Appendix 1D, Extra Rates, Item No 28 if the employee maintains the minimum of third party property damage insurance policy on that vehicle. However, wherever possible employees should use an Energy Australia vehicle for all purposes connected with their employment.
- 43.5 Where an employee is supplied with a residence (with or without concessions) the weekly value of such residence (and concessions) shall be agreed upon from time to time between the Parties, and in the event of failure to agree shall be referred to the Conciliation Committee.

44. Anti-Discrimination

- 44.1 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 (colour, ethnic, or ethno-religious background, descent or nationality), sex (including pregnancy), marital status, disability, homosexuality, transgender identity, age and carer's responsibilities.
- 44.2 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 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.
- 44.3 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.
- 44.4 Nothing in this clause is to be taken to affect:
- 44.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation
 - 44.4.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 44.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977;
 - 44.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 44.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

45. Union Delegates' Charter

- 45.1 Energy Australia shall be able to:
- 45.1.1 Expect that employees, be they Union Delegates or not, will perform the job in which they are employed.
 - 45.1.2 Be given reasonable notice by Delegates that they intend to carry out their Union duties.
 - 45.1.3 Expect that Union Delegate/s shall not be able to claim or be paid overtime for attendance at Delegates meetings organised during normal working hours.

45.2 Union Delegates shall be able to:

- 45.2.1 Approach, or be approached by a member for the payment of Union dues or other payments, or to discuss any matter related to this member's employment, during working hours.
- 45.2.2 After obtaining the permission of the employer move freely for the purpose of consulting other Delegates during working hours.
- 45.2.3 To negotiate with management together with other union delegates on behalf of all or part of the members on any matters in accord with Union policy affecting the employment of members who work in Energy Australia.
- 45.2.4 Call meetings and for members to attend these meetings on the job. Such meetings are to be outside of work time unless prior permission is obtained from management.
- 45.2.5 Have protection from victimisation and this right to be expressed in prohibiting the employer from seeking to separate the delegate from the union members who elected them without first consulting the union.
- 45.2.6 Have access to a telephone and computer, including email and to have within their work proximity suitable cupboards and furniture to enable them to keep records, union circulars, receipt books etc. so as to efficiently carry out their union responsibilities.
- 45.2.7 Attend meetings and training held by the Union in which they hold office without loss of any rights following the approval of Energy Australia. Attendance at these meetings shall be permitted according to the provisions of Clause 28 of the Energy Australia Award (Special Leave).
- 45.2.8 Have all agreements and arrangements negotiated with Energy Australia set out in writing and for these agreements and arrangements, including Awards, to be provided to delegates on request.
- 45.2.9 Place notices on defined union noticeboards.

APPENDIX 1**Energy Australia's - Pay Rates And Allowances**

On and from 19 December 2002

Appendix 1A - Energy Australia Junior Rates of Pay

Appendix 1B - Energy Australia Adult Rates of Pay

Appendix 1C - Energy Australia Shiftworkers (7x3/ 7x2) Rates of Pay

Appendix 1D - Energy Australia Allowances and Extra Rates

Appendix 1E - Energy Australia Adult Apprentice Rates of Pay

APPENDIX 1A**Energy Australia - Junior Rates of Pay on and from 19 December 2002**

Pay Point	Yearly Rate	Total Weekly	36 Hourly Rate	35 Hourly Rate	Pay Point
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	\$	\$	\$	\$	
J1	12,541	240.25	6.67	6.86	J1
J2	13,181	252.51	7.01	7.21	J2
J3	13,834	265.02	7.36	7.57	J3
J4	14,521	278.18	7.73	7.95	J4
J5	15,245	292.05	8.11	8.34	J5
J6	16,009	306.69	8.52	8.76	J6
J7	16,810	322.02	8.95	9.20	J7
J8	17,650	338.12	9.39	9.66	J8
J9	18,527	354.92	9.86	10.14	J9
J10	19,459	372.77	10.35	10.65	J10
J11	20,430	391.38	10.87	11.18	J11
J12	21,447	410.86	11.41	11.74	J12
J13	22,525	431.51	11.99	12.33	J13
J14	23,642	452.90	12.58	12.94	J14
J15	24,830	475.67	13.21	13.59	J15
J16	26,060	499.23	13.87	14.26	J16
J17	27,378	524.49	14.57	14.99	J17
J18	28,737	550.52	15.29	15.73	J18

APPENDIX 1B**Energy Australia - Adult Rates of Pay on and from 19 December 2002**

Pay Point	Annual Salary \$	Weekly Rate \$	36 Hourly Rate \$	35 Hourly Rate \$	Pay Point
1	29,451	564.20	15.67	16.12	1
2	30,032	575.33	15.98	16.44	2
3	30,615	586.49	16.29	16.76	3
4	31,207	597.84	16.61	17.08	4
5	31,819	609.56	16.93	17.42	5
6	32,432	621.30	17.26	17.75	6
7	33,065	633.43	17.60	18.10	7
8	33,719	645.96	17.94	18.46	8
9	34,389	658.79	18.30	18.82	9
10	35,082	672.07	18.67	19.20	10
11	35,782	685.48	19.04	19.59	11
12	36,498	699.20	19.42	19.98	12
13	37,239	713.39	19.82	20.38	13
14	37,978	727.55	20.21	20.79	14
15	38,732	741.99	20.61	21.20	15
16	39,504	756.78	21.02	21.62	16
17	40,297	771.97	21.44	22.06	17
18	41,099	787.34	21.87	22.50	18
19	41,933	803.31	22.31	22.95	19
20	42,772	819.39	22.76	23.41	20
21	43,627	835.77	23.22	23.88	21
22	44,488	852.26	23.67	24.35	22
23	45,382	869.39	24.15	24.84	23
24	46,291	886.80	24.63	25.34	24
25	47,217	904.54	25.13	25.84	25
26	48,155	922.51	25.63	26.36	26
27	49,125	941.09	26.14	26.89	27
28	50,104	959.85	26.66	27.42	28
29	51,107	979.06	27.20	27.97	29

30	52,140	998.85	27.75	28.54	30
31	53,170	1,018.58	28.29	29.10	31
32	54,249	1,039.25	28.87	29.69	32
33	55,327	1,059.90	29.44	30.28	33
34	56,428	1,081.00	30.03	30.89	34
35	57,554	1,102.57	30.63	31.50	35
36	58,710	1,124.71	31.24	32.13	36
37	59,888	1,147.28	31.87	32.78	37
38	61,084	1,170.19	32.51	33.43	38
39	62,302	1,193.52	33.15	34.10	39
40	63,554	1,217.51	33.82	34.79	40
41	64,819	1,241.74	34.49	35.48	41
42	66,114	1,266.55	35.18	36.19	42
43	67,431	1,291.78	35.88	36.91	43
44	68,784	1,317.70	36.60	37.65	44
45	70,156	1,343.98	37.33	38.40	45
46	71,574	1,371.15	38.09	39.18	46
47	73,001	1,398.49	38.85	39.96	47
48	74,456	1,426.36	39.62	40.75	48
49	75,952	1,455.02	40.42	41.57	49
50	77,467	1,484.04	41.22	42.40	50
51	79,022	1,513.83	42.05	43.25	51
52	80,596	1,543.98	42.89	44.11	52
53	82,212	1,574.94	43.75	45.00	53
54	83,853	1,606.38	44.62	45.90	54
55	85,539	1,638.68	45.52	46.82	55
56	87,246	1,671.38	46.43	47.75	56
57	88,984	1,704.67	47.35	48.70	57
58	90,766	1,738.81	48.30	49.68	58
59	92,591	1,773.77	49.27	50.68	59
60	94,432	1,809.04	50.25	51.69	60

APPENDIX 1C

Energy Australia - Shiftworkers (7x3/ 7x2) Rates of Pay on and from 19 December 2002

Pay Point	Annual Salary \$	Weekly Rate \$	36 Hourly Rate \$	35 Hourly Rate \$	Pay Point
10.1	35,194.00	674.21	18.73	19.26	10.1
11.1	35,896.50	687.67	19.10	19.65	11.1
12.1	36,614.00	701.42	19.48	20.04	12.1
13.1	37,358.16	715.67	19.88	20.45	13.1
14.1	38,111.00	730.10	20.28	20.86	14.1
15.1	38,865.00	744.54	20.68	21.27	15.1
16.1	39,643.00	759.44	21.10	21.70	16.1
17.1	40,425.95	774.44	21.51	22.13	17.1
18.1	41,237.00	789.98	21.94	22.57	18.1
19.1	42,073.00	806.00	22.39	23.03	19.1
20.1	42,911.00	822.05	22.83	23.49	20.1
21.1	43,757.00	838.26	23.28	23.95	21.1
22.1	44,629.00	854.96	23.75	24.43	22.1
23.1	45,527.22	872.17	24.23	24.92	23.1
24.1	46,445.00	889.75	24.72	25.42	24.1
25.1	47,368.09	907.43	25.21	25.93	25.1
26.1	48,320.00	925.67	25.71	26.45	26.1

27.1	49,291.00	944.27	26.23	26.98	27.1
28.1	50,264.33	962.92	26.75	27.51	28.1
29.1	51,276.00	982.30	27.29	28.07	29.1
30.1	52,300.00	1,001.92	27.83	28.63	30.1
31.1	53,340.14	1,021.84	28.38	29.20	31.1
32.1	54,419.00	1,042.51	28.96	29.79	32.1
33.1	55,515.00	1,063.51	29.54	30.39	33.1
34.1	56,608.57	1,084.46	30.12	30.98	34.1
35.1	57,744.00	1,106.21	30.73	31.61	35.1
36.1	58,915.00	1,128.64	31.35	32.25	36.1
37.1	60,092.00	1,151.19	31.98	32.89	37.1
38.1	61,279.47	1,173.94	32.61	33.54	38.1
39.1	62,501.37	1,197.34	33.26	34.21	39.1
40.1	63,757.37	1,221.41	33.93	34.90	40.1
41.1	65,037.00	1,245.92	34.61	35.60	41.1
42.1	66,325.56	1,270.60	35.29	36.30	42.1
43.1	67,646.78	1,295.92	36.00	37.03	43.1
44.1	69,003.00	1,321.90	36.72	37.77	44.1
45.1	70,380.50	1,348.29	37.45	38.52	45.1
46.1	71,803.04	1,375.54	38.21	39.30	46.1
47.1	73,234.60	1,402.96	38.97	40.08	47.1
48.1	74,694.26	1,430.92	39.75	40.88	48.1
49.1	76,198.00	1,459.73	40.55	41.71	49.1

APPENDIX 1D

Energy Australia - Allowances And Extra Rates on and from 19 December 2002

Item	Code	Allowances & Extra Rates	Rate \$
1	FAA	First Aid Attendant	3.38 per day
2	FAI	First Aid Instructor	15.36 per week
3	SHA	Afternoon / Night Shift	30.00 per shift
4	EMSA	Early Morning Shift	15.00 per shift
5	O/C	On Call	160.00 per week
6	O/C1	On Call Weekday	32.00 per day
7	O/C2	On Call Weekend	40.00 per day
8	TOOL	Tool Allowance (Tradesman) (\$483.89 p.a.)	9.27 per week
	TOOL	Tool Allowance (Non-Tradesman) (\$290.23 p.a.)	5.56 per week
9	MEAL	Meal Allowance	9.89 per frequency
10	CDMB	Charge Depot Meal Break	4.10 per day
11	CPLB	Charge Plant Meal Break	3.36 per day
12	MFA	Employee Working In Customer Service Centre	5.00 per day
13	ASB	Asbestos	0.59 per hour
14	ASE	Asbestos Eradication	1.76 per hour
15	ACMP	Air Compressor Attendant	0.23 per hour
16	INSL	Insulwool	0.59 per hour
17	DIRT	Dirt	3.40 per day

18	COMM	Community Language (from 1/7/02 \$812.00 p.a.)	15.56 per week
19	SUST	Sustenance Allowance - Prepaid Accommodation	62.00 per day
		- Single location up to 35 days, no prepaid accom.	192.00 per day
		- Single location after 35 days, no prepaid accom.	142.00 per day
20	SR	Safety Rules	22.72 per week
21	SR80	Non-Elec Trade Safety Rules - 80%	18.18 per week
22	SREO	Eso Safety Rules - 60%	13.63 per week
23	EL	Electrician's Licence (From 2/7/2002)	26.90 per week
24	PRA	Plumbers Registration (From 18/9/01)	20.90 per week
25	PTA	Plumbers Tool (From 18/9/2001)	20.90 per week
26	PLTA	Plasterers Tool (From 18/9/2001)	17.20 per week
27	CTA	Carpenters Tool (From 18/9/2001)	20.90 per week
28	VEH	Private Vehicle Usage	ATO rates

APPENDIX 1E

Energy Australia - Adult Apprentice Rates of Pay on and from 19 December 2002

Classification	Rates of Pay (weekly) \$
1st Year Adult Apprentice	475.66
2nd Year Adult Apprentice	524.48
3rd Year Adult Apprentice	550.51
4th Year Adult Apprentice	575.30

APPENDIX 2

Energy Australia's - Pay Rates and Allowances

On and from 19 June 2003

Appendix 2A - Energy Australia Junior Rates of Pay

Appendix 2B - Energy Australia Adult Rates of Pay

Appendix 2C - Energy Australia Shiftworkers (7x3/ 7x2) Rates of Pay

Appendix 2D - Energy Australia Allowances and Extra Rates

Appendix 2E - Energy Australia Adult Apprentice Rates of Pay

APPENDIX 2A

Energy Australia - Junior Rates of Pay on and from 19 June 2003

Pay Point	Annual Salary \$	Weekly Rate \$	36 Hourly Rate \$	35 Hourly Rate \$	Pay Point
J1	12,792.00	245.06	6.81	7.00	J1
J2	13,445.00	257.57	7.15	7.36	J2
J3	14,111.00	270.33	7.51	7.72	J3
J4	14,811.00	283.74	7.88	8.11	J4

J5	15,550.00	297.89	8.27	8.51	J5
J6	16,329.00	312.82	8.69	8.94	J6
J7	17,147.00	328.49	9.12	9.39	J7
J8	18,003.00	344.89	9.58	9.85	J8
J9	18,899.00	362.05	10.06	10.34	J9
J10	19,847.00	380.21	10.56	10.86	J10
J11	20,838.00	399.20	11.09	11.41	J11
J12	21,877.00	419.10	11.64	11.97	J12
J13	22,974.00	440.11	12.23	12.57	J13
J14	24,114.00	461.95	12.83	13.20	J14
J15	25,327.00	485.19	13.48	13.86	J15
J16	26,581.00	509.21	14.14	14.55	J16
J17	27,925.00	534.96	14.86	15.28	J17
J18	29,312.00	561.53	15.60	16.04	J18

APPENDIX 2B

Energy Australia - Adult Rates of Pay on and from 19 June 2003

Pay Point	Annual Salary \$	Weekly Rate \$	36 Hourly Rate \$	35 Hourly Rate \$	Pay Point
1	30,040	575.48	15.99	16.44	1
2	30,633	586.84	16.30	16.77	2
3	31,227	598.22	16.62	17.09	3
4	31,831	609.79	16.94	17.42	4
5	32,455	621.74	17.27	17.76	5
6	33,081	633.74	17.60	18.11	6
7	33,726	646.09	17.95	18.46	7
8	34,393	658.87	18.30	18.82	8
9	35,077	671.97	18.67	19.20	9
10	35,784	685.52	19.04	19.59	10
11	36,498	699.20	19.42	19.98	11
12	37,228	713.18	19.81	20.38	12
13	37,984	727.66	20.21	20.79	13
14	38,738	742.11	20.61	21.20	14
15	39,507	756.84	21.02	21.62	15
16	40,294	771.92	21.44	22.05	16
17	41,103	787.41	21.87	22.50	17
18	41,921	803.08	22.31	22.95	18
19	42,772	819.39	22.76	23.41	19
20	43,627	835.77	23.22	23.88	20
21	44,500	852.49	23.68	24.36	21
22	45,378	869.31	24.15	24.84	22
23	46,290	886.78	24.63	25.34	23
24	47,217	904.54	25.13	25.84	24
25	48,161	922.62	25.63	26.36	25
26	49,118	940.96	26.14	26.88	26
27	50,108	959.92	26.66	27.43	27
28	51,106	979.04	27.20	27.97	28
29	52,129	998.64	27.74	28.53	29
30	53,183	1,018.83	28.30	29.11	30
31	54,233	1,038.95	28.86	29.68	31
32	55,334	1,060.04	29.45	30.29	32
33	56,434	1,081.11	30.03	30.89	33
34	57,557	1,102.62	30.63	31.50	34

35	58,705	1,124.62	31.24	32.13	35
36	59,884	1,147.20	31.87	32.78	36
37	61,086	1,170.23	32.51	33.44	37
38	62,306	1,193.60	33.16	34.10	38
39	63,548	1,217.39	33.82	34.78	39
40	64,825	1,241.86	34.50	35.48	40
41	66,115	1,266.57	35.18	36.19	41
42	67,436	1,291.88	35.89	36.91	42
43	68,780	1,317.62	36.60	37.65	43
44	70,160	1,344.06	37.34	38.40	44
45	71,559	1,370.86	38.08	39.17	45
46	73,005	1,398.56	38.85	39.96	46
47	74,461	1,426.46	39.62	40.76	47
48	75,945	1,454.89	40.41	41.57	48
49	77,471	1,484.12	41.23	42.40	49
50	79,016	1,513.72	42.05	43.25	50
51	80,602	1,544.10	42.89	44.12	51
52	82,208	1,574.87	43.75	45.00	52
53	83,856	1,606.44	44.62	45.90	53
54	85,530	1,638.51	45.51	46.81	54
55	87,250	1,671.46	46.43	47.76	55
56	88,991	1,704.81	47.36	48.71	56
57	90,764	1,738.77	48.30	49.68	57
58	92,581	1,773.58	49.27	50.67	58
59	94,443	1,809.25	50.26	51.69	59
60	96,321	1,845.23	51.26	52.72	60

APPENDIX 2C

Energy Australia - Shiftworkers (7x3/ 7x2) Rates of Pay on and from 19 June 2003

Pay Point	Annual Salary \$	Weekly Rate \$	36 Hourly Rate \$	35 Hourly Rate \$	Pay Point
10.1	35,897.88	687.70	19.10	19.65	10.1
11.1	36,614.43	701.43	19.48	20.04	11.1
12.1	37,346.28	715.45	19.87	20.44	12.1
13.1	38,105.33	729.99	20.28	20.86	13.1
14.1	38,873.22	744.70	20.69	21.28	14.1
15.1	39,642.30	759.43	21.10	21.70	15.1
16.1	40,435.86	774.63	21.52	22.13	16.1
17.1	41,234.47	789.93	21.94	22.57	17.1
18.1	42,061.74	805.78	22.38	23.02	18.1
19.1	42,914.46	822.12	22.84	23.49	19.1
20.1	43,769.22	838.49	23.29	23.96	20.1
21.1	44,632.14	855.02	23.75	24.43	21.1
22.1	45,521.58	872.06	24.22	24.92	22.1
23.1	46,437.77	889.61	24.71	25.42	23.1
24.1	47,373.90	907.55	25.21	25.93	24.1
25.1	48,315.46	925.58	25.71	26.45	25.1
26.1	49,286.40	944.18	26.23	26.98	26.1
27.1	50,276.82	963.16	26.75	27.52	27.1
28.1	51,269.62	982.18	27.28	28.06	28.1
29.1	52,301.52	1,001.94	27.83	28.63	29.1
30.1	53,346.00	1,021.95	28.39	29.20	30.1

31.1	54,406.95	1,042.28	28.95	29.78	31.1
32.1	55,507.38	1,063.36	29.54	30.38	32.1
33.1	56,625.30	1,084.78	30.13	30.99	33.1
34.1	57,740.74	1,106.14	30.73	31.60	34.1
35.1	58,898.88	1,128.33	31.34	32.24	35.1
36.1	60,093.30	1,151.21	31.98	32.89	36.1
37.1	61,293.84	1,174.21	32.62	33.55	37.1
38.1	62,505.06	1,197.41	33.26	34.21	38.1
39.1	63,751.39	1,221.29	33.92	34.89	39.1
40.1	65,032.52	1,245.83	34.61	35.60	40.1
41.1	66,337.74	1,270.84	35.30	36.31	41.1
42.1	67,652.08	1,296.02	36.00	37.03	42.1
43.1	68,999.71	1,321.83	36.72	37.77	43.1
44.1	70,383.06	1,348.33	37.45	38.52	44.1
45.1	71,788.11	1,375.25	38.20	39.29	45.1
46.1	73,239.10	1,403.05	38.97	40.09	46.1
47.1	74,699.30	1,431.02	39.75	40.89	47.1
48.1	76,188.14	1,459.54	40.54	41.70	48.1
49.1	77,721.96	1,488.93	41.36	42.54	49.1

APPENDIX 2D

Energy Australia - Allowances And Extra Rates on and from 19 June 2003

Item	Code	Allowances & Extra Rates	Rate \$
1	FAA	First Aid Attendant	3.45 per day
2	FAI	First Aid Instructor	15.67 per week
3	SHA	Afternoon / Night Shift	30.60 per shift
4	EMSA	Early Morning Shift	15.30 per shift
5	O/C	On Call	160.00 per week
6	O/C1	On Call Weekday	32.00 per day
7	O/C2	On Call Weekend	40.00 per day
8	Tool	Tool Allowance (Tradesman) (\$483.89 p.a.)	9.46 per week
	Tool	Tool Allowance (Non-Tradesman) (\$290.23 p.a.)	5.67 per week
9	MEAL	Meal Allowance	10.09 per frequency
10	CDMB	Charge Depot Meal Break	4.18 per day
11	CPLB	Charge Plant Meal Break	3.43 per day
12	MFA	Employee Working In Customer Service Centre	5.10 per day
13	ASB	Asbestos	0.60 per hour
14	ASE	Asbestos Eradication	1.80 per hour
15	ACMP	Air Compressor Attendant	0.23 per hour
16	INSL	Insulwool	0.60 per hour
17	DIRT	Dirt	3.47 per day
18	COMM	Community Language (from 1/7/02 \$812.00 p.a.)	15.56 per week
19	SUST	Sustenance Allowance - Prepaid Accommodation	62.00 per day
		- Single location up to 35 days, no prepaid accom.	192.00 per day
		- Single location after 35 days, no prepaid accom.	142.00 per day

20	SR	Safety Rules	23.17 per week
21	SR80	Non-Elec Trade Safety Rules - 80%	18.54 per week
22	SREO	Eso Safety Rules - 60%	13.90 per week
23	EL	Electrician's Licence (From 2/7/2002)	26.90 per week
24	PRA	Plumbers Registration (From 18/9/01)	20.90 per week
25	PTA	Plumbers Tool (From 18/9/2001)	20.90 per week
26	PLTA	Plasterers Tool (From 18/9/2001)	17.20 per week
27	CTA	Carpenters Tool (From 18/9/2001)	20.90 per week
28	VEH	Private Vehicle Usage	ATO rates

APPENDIX 2E

Energy Australia - Adult Apprentice Rates of Pay on and from 19 June 2003

Classification	Rates of Pay (weekly) \$
1st Year Adult Apprentice	485.17
2nd Year Adult Apprentice	534.97
3rd Year Adult Apprentice	561.52
4th Year Adult Apprentice	586.81

APPENDIX 3

Energy Australia's - Pay Rates And Allowances

On and from 19 December 2003

Appendix 3A - Energy Australia Junior Rates of Pay

Appendix 3B - Energy Australia Adult Rates of Pay

Appendix 3C - Energy Australia Shiftworkers (7x3/ 7x2) Rates of Pay

Appendix 3D - Energy Australia Allowances and Extra Rates

Appendix 3E - Energy Australia Adult Apprentice Rates of Pay

APPENDIX 3A

Energy Australia - Junior Rates of Pay on and from 19 December 2003

Pay Point	Annual Salary \$	Weekly Rate \$	36 Hourly Rate \$	35 Hourly Rate \$	Pay Point
J1	13,432	257.32	7.15	7.35	J1
J2	14,117	270.44	7.51	7.73	J2
J3	14,817	283.85	7.88	8.11	J3
J4	15,552	297.93	8.28	8.51	J4
J5	16,328	312.80	8.69	8.94	J5
J6	17,145	328.45	9.12	9.38	J6
J7	18,004	344.90	9.58	9.85	J7

J8	18,903	362.13	10.06	10.35	J8
J9	19,844	380.15	10.56	10.86	J9
J10	20,839	399.21	11.09	11.41	J10
J11	21,880	419.16	11.64	11.98	J11
J12	22,971	440.06	12.22	12.57	J12
J13	24,123	462.13	12.84	13.20	J13
J14	25,320	485.06	13.47	13.86	J14
J15	26,593	509.44	14.15	14.56	J15
J16	27,910	534.67	14.85	15.28	J16
J17	29,321	561.70	15.60	16.05	J17
J18	30,778	589.62	16.38	16.85	J18

APPENDIX 3B

Energy Australia - Adult Rates of Pay on and from 19 December 2003

Pay Point	Annual Salary \$	Weekly Rate \$	36 Hourly Rate \$	35 Hourly Rate \$	Pay Point
1	31,542	604.25	16.78	17.26	1
2	32,165	616.19	17.12	17.61	2
3	32,788	628.12	17.45	17.95	3
4	33,423	640.29	17.79	18.29	4
5	34,078	652.84	18.13	18.65	5
6	34,735	665.42	18.48	19.01	6
7	35,412	678.39	18.84	19.38	7
8	36,113	691.82	19.22	19.77	8
9	36,831	705.57	19.60	20.16	9
10	37,573	719.79	19.99	20.57	10
11	38,323	734.16	20.39	20.98	11
12	39,089	748.83	20.80	21.40	12
13	39,883	764.04	21.22	21.83	13
14	40,675	779.21	21.64	22.26	14
15	41,482	794.67	22.07	22.70	15
16	42,309	810.52	22.51	23.16	16
17	43,158	826.78	22.97	23.62	17
18	44,017	843.24	23.42	24.09	18
19	44,911	860.36	23.90	24.58	19
20	45,808	877.55	24.38	25.07	20
21	46,725	895.11	24.86	25.57	21
22	47,647	912.78	25.35	26.08	22
23	48,605	931.13	25.86	26.60	23
24	49,578	949.77	26.38	27.14	24
25	50,569	968.75	26.91	27.68	25
26	51,574	988.01	27.44	28.23	26
27	52,613	1,007.91	28.00	28.80	27
28	53,661	1,027.99	28.56	29.37	28
29	54,735	1,048.56	29.13	29.96	29
30	55,842	1,069.77	29.72	30.56	30
31	56,945	1,090.90	30.30	31.17	31
32	58,101	1,113.05	30.92	31.80	32
33	59,256	1,135.17	31.53	32.43	33
34	60,435	1,157.76	32.16	33.08	34
35	61,640	1,180.84	32.80	33.74	35
36	62,878	1,204.56	33.46	34.42	36
37	64,140	1,228.74	34.13	35.11	37

38	65,421	1,253.28	34.81	35.81	38
39	66,725	1,278.26	35.51	36.52	39
40	68,066	1,303.95	36.22	37.26	40
41	69,421	1,329.90	36.94	38.00	41
42	70,808	1,356.48	37.68	38.76	42
43	72,219	1,383.51	38.43	39.53	43
44	73,668	1,411.26	39.20	40.32	44
45	75,137	1,439.41	39.98	41.13	45
46	76,655	1,468.49	40.79	41.96	46
47	78,184	1,497.78	41.60	42.79	47
48	79,742	1,527.62	42.43	43.65	48
49	81,345	1,558.33	43.29	44.52	49
50	82,967	1,589.41	44.15	45.41	50
51	84,632	1,621.30	45.04	46.32	51
52	86,318	1,653.60	45.93	47.25	52
53	88,049	1,686.76	46.85	48.19	53
54	89,807	1,720.44	47.79	49.16	54
55	91,613	1,755.04	48.75	50.14	55
56	93,441	1,790.06	49.72	51.14	56
57	95,302	1,825.71	50.71	52.16	57
58	97,210	1,862.26	51.73	53.21	58
59	99,165	1,899.71	52.77	54.28	59
60	101,137	1,937.49	53.82	55.36	60

APPENDIX 3C

Energy Australia - Shiftworkers (7x3/ 7x2) Rates of Pay on and from 19 December 2003

Pay Point	Annual Salary \$	Weekly Rate \$	36 Hourly Rate \$	35 Hourly Rate \$	Pay Point
10.1	37,692.77	722.08	20.06	20.63	10.1
11.1	38,445.15	736.50	20.46	21.04	11.1
12.1	39,213.59	751.22	20.87	21.46	12.1
13.1	40,010.59	766.49	21.29	21.90	13.1
14.1	40,816.88	781.93	21.72	22.34	14.1
15.1	41,624.42	797.40	22.15	22.78	15.1
16.1	42,457.65	813.37	22.59	23.24	16.1
17.1	43,296.19	829.43	23.04	23.70	17.1
18.1	44,164.83	846.07	23.50	24.17	18.1
19.1	45,060.18	863.22	23.98	24.66	19.1
20.1	45,957.68	880.42	24.46	25.15	20.1
21.1	46,863.75	897.77	24.94	25.65	21.1
22.1	47,797.66	915.66	25.44	26.16	22.1
23.1	48,759.66	934.09	25.95	26.69	23.1
24.1	49,742.60	952.92	26.47	27.23	24.1
25.1	50,731.23	971.86	27.00	27.77	25.1
26.1	51,750.72	991.39	27.54	28.33	26.1
27.1	52,790.66	1,011.32	28.09	28.89	27.1
28.1	53,833.10	1,031.29	28.65	29.47	28.1
29.1	54,916.60	1,052.04	29.22	30.06	29.1
30.1	56,013.30	1,073.05	29.81	30.66	30.1
31.1	57,127.29	1,094.39	30.40	31.27	31.1
32.1	58,282.75	1,116.53	31.01	31.90	32.1
33.1	59,456.57	1,139.01	31.64	32.54	33.1
34.1	60,627.78	1,161.45	32.26	33.18	34.1

35.1	61,843.82	1,184.75	32.91	33.85	35.1
36.1	63,097.97	1,208.77	33.58	34.54	36.1
37.1	64,358.53	1,232.92	34.25	35.23	37.1
38.1	65,630.31	1,257.29	34.92	35.92	38.1
39.1	66,938.96	1,282.36	35.62	36.64	39.1
40.1	68,284.15	1,308.13	36.34	37.38	40.1
41.1	69,654.63	1,334.38	37.07	38.13	41.1
42.1	71,034.68	1,360.82	37.80	38.88	42.1
43.1	72,449.70	1,387.93	38.55	39.66	43.1
44.1	73,902.21	1,415.75	39.33	40.45	44.1
45.1	75,377.51	1,444.01	40.11	41.26	45.1
46.1	76,901.05	1,473.20	40.92	42.09	46.1
47.1	78,434.26	1,502.57	41.74	42.93	47.1
48.1	79,997.55	1,532.52	42.57	43.79	48.1
49.1	81,608.06	1,563.37	43.43	44.67	49.1

APPENDIX 3D

Energy Australia - Allowances And Extra Rates on and from 19 December 2003

Item	Code	Allowances & Extra Rates	Rate \$
1	FAA	First Aid Attendant	3.62 per day
2	FAI	First Aid Instructor	16.45 per week
3	SHA	Afternoon / Night Shift	32.13 per shift
4	EMSA	Early Morning Shift	16.07 per shift
5	O/C	On Call	160.00 per week
6	O/C1	On Call Weekday	32.00 per day
7	O/C2	On Call Weekend	40.00 per day
8	TOOL	Tool Allowance (Tradesman) (\$483.89 p.a.)	9.93 per week
	TOOL	Tool Allowance (Non-Tradesman) (\$290.23 p.a.)	5.96 per week
9	MEAL	Meal Allowance	10.59 per frequency
10	CDMB	Charge Depot Meal Break	4.39 per day
11	CPLB	Charge Plant Meal Break	3.60 per day
12	MFA	Employee Working In Customer Service Centre	5.36 per day
13	ASB	Asbestos	0.63 per hour
14	ASE	Asbestos Eradication	1.89 per hour
15	Acmp	Air Compressor Attendant	0.24 per hour
16	INSL	Insulwool	0.63 per hour
17	DIRT	Dirt	3.64 per day
18	COMM	Community language (from 1/7/02 \$812.00 p.a.)	15.56 per week
19	SUST	Sustenance Allowance - Prepaid Accommodation	62.00 per day
		- Single location up to 35 days, no prepaid accom.	192.00 per day
		- Single location after 35 days, no prepaid accom.	142.00 per day
20	SR	Safety Rules	24.33 per week
21	SR80	Non-Elec Trade Safety Rules - 80%	19.46 per week
22	SREO	Eso Safety Rules - 60%	14.60 per week
23	EL	Electrician's Licence (From 2/7/2002)	26.90 per week

24	PRA	Plumbers Registration (From 18/9/01)	20.90 per week
25	PTA	Plumbers Tool (From 18/9/2001)	20.90 per week
26	PLTA	Plasterers Tool (From 18/9/2001)	17.20 per week
27	CTA	Carpenters Tool (From 18/9/2001)	20.90 per week
28	VEH	Private Vehicle Usage	ATO rates

APPENDIX 3E

Energy Australia - Adult Apprentice Rates of Pay on and from 19 December 2003

Classification	Rates of Pay (weekly) \$
1st Year Adult Apprentice	509.43
2nd Year Adult Apprentice	561.72
3rd Year Adult Apprentice	589.60
4th Year Adult Apprentice	616.15

APPENDIX 4

Annual Leave Conversion

Method For Converting Annual Leave And Sick Leave Entitlements To Hours

This applies to Energy Australia's employees whose ordinary hours of work equal 72 per fortnight.

Employees accrue either 15 or 18 days of sick leave per year, depending on length of service. They also have a statutory entitlement to 4 weeks' annual leave. Shiftworkers have an annual leave entitlement of 20 or 25 shifts.

The method of work for these employees is to work 8 hours per day over a 9 day fortnight. Day workers work 5 days in the first week and 4 days in the second. Shiftworkers average 9 days per fortnight over their full roster. Day workers are paid at the appropriate rate for a 36 hour week but actually work 40 hours in the first week and 32 in the second. They work 8 hours per day but are paid for 7.2 hours and accrue 0.8 hours per day towards an RDO. Shiftworkers are paid according to the actual hours worked each week.

This Award provides amongst other things, for the possibility of work being organised into 9 hour day/4 day weeks and 12 hour day/3 day weeks. This requires all sick leave and annual leave entitlements to be recorded in hours and debited in hours. Employees do not accrue RDO's while on annual leave because they are paid at the rate of 7.2 hours for each day of annual leave and therefore do not accrue time towards an RDO.

Sick leave and annual leave are converted to hours according to the following methods. Employees are entitled to 18 days of sick leave and work an 8 hour day. Therefore the annual sick leave entitlement is 144 hours. The annual leave entitlement is also 144 hours because 4 weeks' work is equivalent to 4 times 36 hours per week.

All sick leave is debited according to the ordinary hours actually worked each day. If the ordinary hours are 8, 9 or 12 per day then 8, 9 or 12 hours respectively will be deducted for each day of absence on sick leave.

All annual leave for employees who work a 9 day fortnight and accrue an RDO will be deducted at 7.2 hours per day. This ensures they will retain the right to 20 single days of annual leave.

Other employees who work shiftwork or 9 or 12 ordinary hours per day will have the actual ordinary hours debited from their annual leave. For example, an employee who works 12 ordinary hours per day will only

work 3 days per week. If 12 hours is debited for each day of annual leave, the employee is still entitled to 4 weeks of annual leave at 3 days/week.

Similar arrangements will be made for employees who work a 35 hour week.

R. W. HARRISON *D.P.*

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(0676)

SERIAL C2226

TRANSPORT INDUSTRY - WASTE COLLECTION AND RECYCLING (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 6795 of 2002)

Before Commissioner Connor

4 September 2003

AWARD

PART A

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Clause No.	Subject Matter
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PART B

MONETARY RATES

2. Wages

(i) Basic Weekly Wage Rates - Adult and Junior Employees

The weekly rates of pay for classifications appearing in this clause are set out in Table 1 - Wages, of Part B, Monetary Rates, and are total rates inclusive of the basic wage for adult employees.

Classification

(A) Non-drivers

- (1) Depot hands in training shall be paid as set out in Item 1 of the said Table 1.
- (2) Depot hands at transfer stations/landfill sites shall be paid as set out in Item 2 of the said Table 1.
- (3) Depot hands, garbage and/or recyclable materials; sorters of recyclable materials; and offsidars on vehicles collecting garbage or recyclable materials shall be paid as set out in Item 3 of the said Table 1.
- (4) Depot hands, sanitary wastes; offsidars on vehicles collecting mobile carts; offsidars on sanitary vehicles shall be paid as set out in Item 4 of the said Table 1.

(B) Drivers/Operators

- (1) Operators at transfer stations, recycling depots and materials recycling facilities; drivers of mechanical street sweeping machines; drivers of mechanical diggers, trenchers, shovels, dozers, graders, compactors, forklift drivers and front-end loaders; weighbridge operators and drivers of vehicles for which a class 1A licence is required, shall be paid as set out in Item 5 of the said Table 1.
- (2) Drivers of garbage compactor vehicles with a carrying capacity not exceeding 10.7 cubic metres; drivers of sullage tankers with a carrying capacity not exceeding 11,365 litres; drivers of vehicles with sidestacking or sideloading devices (HIAB or similar type cranes); drivers of vehicles collecting recyclable materials not referred to elsewhere in this award shall be paid as set out in Item 6 of the said Table 1.
- (3) Drivers of sullage tankers with a carrying capacity exceeding 11,365 litres; drivers of sanitary vehicles; drivers operating mechanical rear lift loading not exceeding 10.7 cubic metres capacity servicing bulk containers; drivers of vehicles collecting mobile carts with mechanical lift, rear loading, and with a capacity not exceeding 10.7 cubic metres; and drivers of such vehicles engaged in the collection of recyclables, shall be paid as set out in Item 7 of the said Table 1.
- (4) Drivers of garbage compactor vehicles with a carrying capacity exceeding 10.7 cubic metres; drivers of such vehicles engaged in the collection of recyclables; operators of septic tanks/chemical closets, porta-loos, etc., shall be paid as set out in Item 8 of the said Table 1.
- (5) Drivers of vehicles collecting mobile carts with mechanical lift, rear loading, and with a capacity exceeding 10.7 cubic metres; drivers operating mechanical rear lift loading exceeding 10.7 cubic metres capacity servicing bulk containers, shall be paid as set out in Item 9 of the said Table 1.
- (6) Drivers of vehicles collecting containers of solid waste and/or recyclable materials by means of a one man side operated grab and hoist or lifting device, shall be paid as set out in Item 10 of the said Table 1.
- (7) Drivers of articulated vehicles removing waste from a transfer station shall be paid as set out in Item 11 of the said Table 1.
- (8) Drivers/operators of graders, dumpers, tractors, loaders, compactors, skid steer tractor, dragline shovel operators, at landfill sites intermodal facility operator and tipping platform operator only shall be paid as set out in Item 12 of the said Table 1.
- (9) Drivers of double articulated vehicles (i.e. B-Double combination vehicles) performing work covered by this award shall be paid as set out in Item 13 of the said Table 1.

(ii) Extra Payments

(Note: For the purpose of computing wages, overtime, etc., the additional amounts referred to in this clause form part of the total weekly rate for the work performed, except where otherwise indicated.)

- (a) An industry allowance as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, is payable per week to all employees to compensate for the special disabilities associated with the hours worked and the offensive, filthy and obnoxious nature of the duties of sanitary, sullage and garbage employees. This allowance only applies to employees engaged under subclause (i) of this clause.
- (b) Weekly employees only shall be paid a flat weekly amount as set out in Item 2 of the said Table 2 in lieu of an additional week's sick leave. This allowance only applies to employees engaged under subclause (i) of this clause.

- (c) Drivers of vehicles with dual front steering shall be paid the following additional amount per week as set out in Item 3 of the said Table 2.
 - (d) Drivers of articulated vehicles (except employees in classifications (B)(7) or (B)(9) in subclause (i) of this clause, or vehicles engaged in the collection of sullage) shall be paid the appropriate rate specified and in addition thereto the weekly amounts as set out in Item 4 of the said Table 2.
 - (e) Drivers of motor vehicles with a trailer attached thereto (except employees in classification (B)(7) in subclause (i) of this clause) shall be paid as set out in Item 5 of the said Table 2.
 - (f) Employees required to use boats for the purpose of performance of their duties shall be paid as set out in Item 6 of the said Table 2.
 - (g) An employee appointed by the employer as a leading hand shall be paid the appropriate extra weekly amount as set out in Item 7 of the said Table 2.
 - (h) An employee appointed by the employer to perform first-aid duty shall be paid per day as set out in Item 8 of the said Table 2.
- (iii)
- (a) Employees who are under 20 years of age and who are employed solely on recycling and sorting operations shall be paid as set out in the Table 1 - Wages, of Part B, Monetary Rates.
 - (b) Employees who are 16 years of age will only be employed within recycling depots and only for the purposes of sorting work. The rate of pay for such employees is as set out in the said Table 1.
 - (c) No employee engaged as at 2 March 1992 shall suffer any reduction in pay as a result of this award while such employee remains with the same employer or an employer who is a successor, transferee or to whom the business has been transmitted.
 - (d) Employees who are under 20 years of age will not perform driving duties.
 - (e) Employees will not perform garbage collection work unless they are paid the full rate of pay in line with the offsider classification of this award.
- (iv) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award.

3. Commitment

- (i) The Transport Workers' Union of New South Wales will not be making any claim for wage increases in relation to or in connection with the August 1997, June 1998 and June 1999 State Wage Cases or the 2000, 2001, 2002 or 2003 State Wage Cases. The wage increases arising under this award may be offset against any existing over-award payments.
- (ii) The parties will continue to negotiate to ensure that as part of a service industry waste management contractors operate as flexibly as possible in order to meet customer demand.
- (iii) Employees within each grade in the new structure to be introduced are to perform a wider range of duties, including work that is incidental or peripheral to their main tasks or functions.
- (iv) Subject to agreement at enterprise level, employees are to undertake training for the wider range of duties and for access to higher classifications.
- (v) The parties will not create barriers to advancement of employees within the award structure or through access to training.

- (vi) The parties will co-operate in the transition from the old structure to the new structure in an orderly manner without creating false expectations or disputation.

4. Training

(A) Compulsory Induction Training

- (i) The purpose of this clause is to:
 - (a) ensure that employees are certified as competent to:
 - (A) the F1 ("Follow OH&S Procedures") competency standard under the TDT 2002 nationally recognized training package; or
 - (B) the Blue Card; or
 - (C) other similar or better programme.
 - (b) encourage the attainment of a transferable skills base in occupational health and safety training for employees.
- (ii) Subject to paragraph (iv) of this subclause, by 1 September 2004 an employer will ensure that each employee:
 - (a) Has attained:
 - (A) the F1 ("Follow OH&S Procedures") competency standard under the TDT 2002 nationally recognized training package; or
 - (B) the Blue Card; or
 - (C) other similar or better programme; and
 - (b) Has attained the training specified in subparagraph (a) of this paragraph at no cost to the employee; and
 - (c) Has been provided with documentation confirming the attainment of the training specified in subparagraph (a) of paragraph (ii) of this clause.
- (iii) Subject to paragraph (iv) of this subclause, after 1 September 2004 an employee must complete the training set out in subclause (ii) above within two months of the commencement of his or her employment with an employer if the employee has not previously completed the training set out in sections (A) or (B) of subparagraph (a) of paragraph (ii) of this subclause.
- (iv) An employer's obligations under paragraphs (ii) and (iii) of this subclause will not apply to a casual employee unless the engagement has been on a regular and systematic basis for a period of at least two months.
- (v) Upon request of the union, an employer who has implemented training as set out in section (C) of paragraph (a) of subclause will provide copies of the relevant training programme to the union on a confidential basis for the purpose of the union satisfying itself that the training is similar to or better than the training set out in sections (A) or (B) of subparagraph (a) of paragraph (ii) of this subclause.
- (vi) If an employee or prospective employee is required to undergo training pursuant to paragraph (ii) of this subclause, either prior to or after commencing employment, the employer or proposed employer will pay the employee or prospective employee an hourly rate for the actual hours spent in attending the training (excluding travel time). The hourly rate will be determined by dividing the weekly rate applicable for the employee's classification or proposed classification by

38 hours and will not include payment for any overtime or any other penalties, including, but not limited to, allowances, shift allowances or loadings. An employee shall suffer no loss of ordinary-time earnings as result of attendance at training provided pursuant to paragraph (ii) of this subclause.

(B) Commitment to Training

(i) The parties to this award recognise that, in order to increase the efficiency, productivity and competitiveness of the waste management industry and its functions, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (a) developing a more highly skilled and flexible workforce;
- (b) providing employees with career opportunities through appropriate training to acquire additional skills;
- (c) removing barriers to the utilisation of skills acquired.

(ii) Following proper consultation through the establishment of a training committee, an employer shall develop a training programme consistent with:

- (a) the current and future skill needs of the enterprise;
- (b) the size, structure and nature of the operations of the enterprise;
- (c) the need to develop vocational skills relevant to the enterprise and the transport industry and the waste management industry through courses conducted by accredited educational institutions and/or providers.

(iii) Where it is agreed a training committee be established, that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example:

formulation of a training programme and availability of training courses and career opportunities to employees;

dissemination of information on the training programme and availability of training courses and career opportunities to employees;

the recommending of individual employees for training and reclassifications;

monitoring and advising management and employees on the ongoing effectiveness of the training.

(iv)

- (a) Where, as a result of consultation through a training committee and with the employee concerned, it is agreed that additional training in accordance with the programme developed pursuant to paragraph (ii) of this subclause should be undertaken by an employee, that training may be undertaken either on or off the job. Provided that, if the training is undertaken during ordinary working hours, the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.
- (b) Any costs associated with standard fees for prescribed courses and prescribed textbooks (including those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement

shall also be on an annual basis subject to the presentation of reports of satisfactory progress.

- (c) Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.
- (v) Paragraphs (i), (ii) and (iv) of this subclause shall operate as interim provisions and shall be reviewed after nine months' operation. In the meantime, the parties shall monitor the effectiveness of those interim provisions in encouraging the attainment of the objectives detailed in paragraph (i) of this subclause. In this connection, the union reserves the right to press for the mandatory prescription of a minimum number of training hours per annum, without loss of pay, for an employee undertaking training to meet the needs of an individual enterprise and/or the transport industry.
- (vi) Any disputes arising in relation to paragraphs (ii) and (iii) of this subclause shall be subject to the provisions of clause 30, Industrial Disputes and Grievance Procedure.

5. Casuals

- (i)
 - (a) Casuals shall be paid at the rate prescribed for the appropriate classification in clause 2, Wages, and in addition thereto 20% of such rate. This additional loading is deemed to include all amounts payable under the *Annual Holidays Act* 1944 for annual leave. This additional loading forms part of the casual rate for all hours worked, whether ordinary time or at prescribed penalty rates.
 - (b) Subject to paragraph (c) of this subclause (i) of this clause, irrespective of hours worked, a casual employee shall be paid for each engagement a minimum period of 7.6 hours. For all time worked in a day in excess of 7.6 hours, the overtime penalty rates prescribed in clause 10, Overtime, shall be payable on the casual rate.
 - (c) Casual non-driver employees who are wholly engaged at a waste transfer station or at a materials recycling facility shall be paid a minimum of four hours' work for each start, provided that any casual (including labour hire personnel) who, prior to the making of this award, was regularly engaged at the waste transfer station or the materials recycling facility shall continue to be paid for each engagement a minimum period of 7.6 hours. "Regularly" in this context means at least two engagements in four weeks. For all time worked in a day in excess of 7.6 hours, the overtime penalty rates prescribed in clause 10, Overtime, shall be payable on the casual rate.
- (ii) The number of casual employees engaged on a regular basis shall not exceed one quarter of the number of regular non-casual employees.
- (iii) Upon request, any employer employing casual employees under this award shall furnish an accredited representative of the union with the number of employees engaged on any specified day showing separately the number of casuals employed on such day.
- (iv) In special circumstances, proof of which shall lie on the employer, casual labour may be used in excess of the award requirement in order to ensure that the work required to be done on that day is performed.

6. Part-time Employment

- (i) The employer may engage part-time employees to work in accordance with a regular pattern on any seven days of the week at the appropriate rate of pay for the day worked. A part-time employee shall not be paid:
 - (a) for less than 20 hours in a week; and

- (b) shall not be paid for less than:
 - (A) 7 hours 36 minutes on any day upon which the person works; or
 - (B) if the employee is engaged as a non-driver, four hours on any day upon which the person works
- (ii) A part-time employee is entitled to the pro rata benefits prescribed by this award or by Act of Parliament that would accrue to a full time employee working on the same day.
- (iii) A part-time employee is entitled to the same period of notice as a full-time employee in accordance with clause 19, Termination of Employment.
- (iv) The employment of a part-time employee shall be confirmed in writing to the employee and the letter shall state the days and times upon which the part-time employee is required to work. Any time worked outside the hours agreed to in such a letter shall be paid at overtime penalty rates.
- (v) In accordance with subclause (ii) of clause 5, Casuals, a part-time employee shall be considered a casual employee for the purposes of that subclause and in no other respect.

7. Septic Tanks

- (i) Employees shall be paid treble rates in addition to their normal rates for all time occupied on work in connection with the cleansing of septic tanks and/or septic closets and/or chemical closets by other than mechanical means; such work during weekends or at night shall not incur further overtime rates.
- (ii) Employees occupied on work in connection with the cleansing of septic tanks and/or septic closets and/or chemical closets by mechanical means shall be paid a minimum of four hours' pay for each period the employee is so engaged; time worked to include all time from the sanitary depot and return.

8. Hours of Employment

- (i) Subject to subclauses (ii), (iii) and (iv) of this clause and clause 8A, Afternoon and Night Shift Work, the ordinary hours of work for all employees shall not exceed eight hours per day or 38 hours per week or 76 hours per fortnight or 152 hours per four weeks and such hours shall be worked between the hours of midnight Sunday and midnight Friday, inclusive.
- (ii) For employees engaged in the collection of domestic garbage, sanitary and sullage, recycling materials and litter bins, a system of variable working hours, which may include ordinary hours of up to ten per day, or ordinary hours to be worked on Saturday or Sunday, may be worked throughout the whole week, Saturday and Sunday included, where there is agreement between the employees, the contractor and, where applicable, the Council; provided that the union and the relevant employer association are notified of and consent to such agreement. Such consent shall not be withheld unreasonably; provided further that, if an organisation party to this award withholds its consent, the matter may be referred to the Industrial Relations Commission of New South Wales for decision.
- (iii) Employees not engaged in the collection of domestic garbage, sanitary and sullage, recycling materials and litter bins and who are wholly engaged at a waste transfer station or at a materials recycling facility may:
 - (a) work ordinary hours on a Saturday and shall be paid an additional 150% of the rates prescribed for their respective classifications for the ordinary hours worked on that day; and/or
 - (b) agree to work ordinary hours on Sunday and shall be paid an additional 100% of the rates prescribed for their respective classifications for the ordinary hours worked on that day.

Note: Employees don't have to work Sunday as an ordinary day but, should an employee agree to this change, it will form part of that employee's contract of employment.

- (iv) Any employee who is wholly engaged at a waste transfer station or at a materials recycling facility and who, prior to the making of Transport Industry - Waste Collection and Recycling (State) Award published 30 March 2001 (323 IG 587), regularly worked ordinary hours Monday to Friday and overtime on the weekend and as a result of this award works ordinary time on the weekend shall receive not less than the amounts shown in the appropriate column in Table 3 - Income Protection, of Part B, Monetary Rates, for the relevant classification for ordinary hours worked. "Regularly" in this context means at least two weeks in four. The amounts referred to in the said Table 3 are only payable in a pay week in which the employee worked ordinary hours on the weekend.
- (v) An employee who works ordinary hours on a Saturday and/or Sunday must have two consecutive days off (unless they are worked as overtime).
- (vi) The employer shall, within the limits of the hours above prescribed, have the right to fix the starting and ceasing times of its employees, which shall be posted in a conspicuous place in the garage or depot, but such times shall not be altered unless the employees so affected are given seven days' prior notice of such alteration; provided that, in the event of a vehicle breakdown, the employer may, upon giving to the employees a minimum of 12 hours' notice, alter the commencing times of sufficient employees to enable the regular service to be maintained.

8A. Afternoon and Night Shift Work

- (i) For the purposes of this clause:
 - (a) "afternoon shift" shall refer to the rostered ordinary hours of an employee where such hours commence in the period from 4.00 p.m. to midnight inclusive on any Monday to Sunday.
 - (b) "night shift" shall refer to the rostered ordinary hours of an employee where such hours commence in the period from midnight to 4.00 a.m. inclusive on any Monday to Sunday.
- (ii) Employees not engaged in the collection of domestic garbage, sanitary and sullage, recycling materials and litter bins who perform work on an afternoon shift from Monday to Friday (inclusive) shall be paid a loading of 20% in addition to their ordinary rate of pay.
- (iii) Employees not engaged in the collection of domestic garbage, sanitary and sullage, recycling materials and litter bins who perform work on a night shift from Monday to Friday (inclusive) shall be paid a loading of:
 - (a) 20% in addition to their ordinary rate of pay on and from 4 September 2003; and
 - (b) 30% in addition to their ordinary rate of pay on and from 4 September 2004.
- (iv) Notwithstanding anything contained in this clause, afternoon shift shall be paid at the rate applicable to the day on which the majority of the ordinary hours are worked.
- (v) Notwithstanding anything contained in this clause, employees may only work ordinary hours on a Saturday or Sunday in the circumstances and subject to the conditions prescribed by subclauses (iii), (iv) and (v) of clause 8, Hours of Employment.
- (vi) Notwithstanding anything contained in this clause, employees who work afternoon or night shift on a Saturday or Sunday will not be entitled to any shift loading, but will be paid at the rates for Saturday and Sunday work.

9. Meal Times

Employees shall be allowed a break for a meal each day of not more than one hour's duration which shall be taken, as far as practicable, within a period of five hours of commencing work; provided that such arrangement may be altered by agreement between the employer and the employees.

10. Overtime

- (i) All time worked in excess of or outside the ordinary shift shall be overtime and shall be paid for at the rate of time and one half for the first two hours and double time thereafter until the employee ceases duty or the ordinary starting time is reached, whichever first occurs.
- (ii) When an employee is called upon to work overtime and works two or more hours of such overtime, such employee shall be supplied by the employer with a suitable meal or be paid the sum specified in Item 9 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, in lieu thereof for the first two hours or part thereof of overtime worked. Thereafter, for every further four hours of overtime worked, a further meal shall be provided or a further meal allowance in the sum specified in Item 9 of the said Table 2 shall be paid in lieu thereof.
- (iii) Notwithstanding subclause (ii) of this clause, in the case of an employee engaged by and employer on or before 26 September 1995 who regularly works overtime and who would not receive a meal or a meal allowance under the said subclause (ii), such an employee after working any overtime shall be supplied by the employer with suitable meal or be paid the sum specified in Item 9 of the said Table 2 in lieu thereof.
- (iv) In the calculation of overtime, portions of hours shall be taken to the nearest one tenth of an hour.
- (v) **Weekly Employees**

The base hourly rate of pay shall be calculated by dividing the appropriate weekly rate prescribed by clause 2, Wages, for the employee concerned by 38.
- (vi) **Casual Employees**

In the case of casual employees, the overtime rate shall be calculated on the casual rate of pay using a divisor of 38 to calculate the base hourly rate of pay.

11. Recall

An employee recalled to work overtime after leaving the employer's business premises shall be paid for a minimum of four hours' work at the appropriate rate for each time the employee is so recalled; provided that any subsequent call-backs occurring within a four-hour period shall not attract any additional payment, provided further that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job the employee was recalled to perform is completed within a shorter period.

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

12. Saturday and Sunday Work

- (i)
 - (a) An employee required to work on a Saturday, where it is not worked as an ordinary day, shall be paid at the rate of time and one half for the first two hours and double time thereafter for all time worked, with a minimum payment of four hours at the appropriate rate of pay, whether the employee works for that period of time or not.
 - (b) An employee who is required to commence work on a Saturday, other than an employee working an ordinary shift, at 12 noon or thereafter, shall be paid at double time for all time worked in lieu of the rate prescribed in paragraph (a) of this subclause.
- (ii) An employee required to work on a Sunday, other than an employee who has agreed to work Sunday as an ordinary day, shall be paid at the rate of double time for all time worked, with a minimum payment as for four hours' work at the appropriate rate of pay, whether the employee works for that period of time or not.

- (iii) For all work performed on Easter Sunday, the rate of double time and one half shall be paid with a minimum payment as for four hours, provided that such work continues until the employee is released from duty by the employer.
- (iv) The base hourly rate of pay shall be calculated by dividing the appropriate weekly rate of pay prescribed by clause 2, Wages, by 38.

13. Public Holidays

- (i) The days upon which the following holidays are observed shall be holidays, namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day (or Labour Day), Christmas Day and Boxing Day, together with any other days which may be proclaimed as holidays.

(ii)

(a) Weekly Employees

All work performed on any of the abovementioned days (except Christmas Day and Good Friday) shall be paid for at the ordinary rate of pay for a rostered working day multiplied by two and one half with a minimum payment as for seven hours, 36 minutes (except in the case of litter bin collection or other agreed areas, including emergency pump outs or the removal of dead animals where the minimum payment shall be as for four hours' work.) For all work performed on Christmas Day and Good Friday, the ordinary rate of pay for a rostered working day multiplied by three shall be paid with a minimum payment as for seven hours, 36 minutes' work (except in the case of litter bin collection or other agreed areas including emergency pump outs or the removal of dead animals, where the minimum payment shall be as for four hours work.)

(b) Casual Employees

For all time worked by casual employees on a public holiday (except Christmas Day and Good Friday), a casual employee shall be paid the ordinary casual rate of pay multiplied by two and half with minimum payment as for seven hours, 36 minutes, and for all time worked by casual employees on Christmas Day and Good Friday, a casual employee shall be paid the ordinary rate of pay multiplied by three with a minimum payment as for seven hours, 36 minutes.

- (iii) In any week during which a holiday is observed on any day Monday to Friday, inclusive, the ordinary working time of such week shall be reduced by eight hours for each holiday occurring.
- (iv) No deduction of wages shall be made from the wages of a weekly employee who is not required to work on a holiday; provided that an employee who is required to work on a public holiday and who fails to report for duty shall not be paid for that holiday unless such employee is absent from work with reasonable excuse.

(Note: Due to the nature of the industry having regard to public health, employees are normally required to work on public holidays.)

- (v) An employee who is engaged on a bi-weekly service and who is not required to work on a holiday upon which, were the day not a holiday, normal domestic garbage service would have been provided, shall be paid, if the employee attends for work on the next normal working day, an additional amount equal to four hours' pay for the employee's classification prescribed by clause 2, Wages, for picking of extra work. This subclause shall apply to casual employees but the casual loading prescribed by clause 5, Casuals, shall not be taken into account in calculating the additional amount prescribed by this subclause. This subclause shall not apply where the work would have been performed on a holiday when clean-up only would have been performed.

- (vi) For the purposes of this award, "Christmas Day" shall be 25 December in each year.

- (vii) Weekly Employees

The base hourly rate of pay shall be calculated by dividing the appropriate weekly rate prescribed by clause 2, Wages, for the employee concerned by 38.

(viii) **Casual Employees**

In the case of casual employees, the overtime rate shall be calculated on the casual rate of pay using a divisor of 38 to calculate the base hourly rate of pay.

14. Union's Picnic Day

- (i) Easter Saturday shall be recognised as the union's picnic day.
- (ii) Subject to subclause (iii) of this clause, a financial member of the union who is required to work on Easter Saturday shall be paid at the ordinary rate of pay multiplied by two and one half in addition the payment prescribed by subclause (iv) of this clause for the actual time worked with a maximum payment as for eight hours' work (except in the case of litter bin collection or other agreed areas, where the minimum payment shall be as for four hours' work).
- (iii) When Easter Saturday is proclaimed as a public holiday, a financial member of the union who is required to work on Easter Saturday shall be paid in accordance with subclause (ii) of clause 13, Public Holidays. In addition, the payment prescribed by subclause (iv) of this clause for the actual time worked and subclause (ii) of this clause shall have no application.
- (iv) In addition to all other payments due to an employee, where such an employee is a financial member of the union, then that employee shall, upon proof thereof, be paid an additional day's pay in the pay period in which Easter Saturday falls.
- (v) For the purpose of this clause, "financial member of the union" shall mean an employee who is at the time of the picnic day a financial member, or who was a financial member of the union as at 31 December of the preceding year.
- (vi) An employer's obligations under this clause will not apply to a casual employee, unless the casual employee is a union member and has worked for one employer on Easter Saturday or on any day in the week before or after Easter Saturday.

15. Annual Leave

- (i) **Weekly Employees**
 - (a) Every employee shall become entitled in respect of each year of employment to four consecutive weeks' annual leave exclusive of public holidays. For each public holiday occurring during the period of annual leave, an additional day shall be added to the employee's leave for each such holiday occurring.
 - (b) An annual holiday of four weeks shall be given and taken in one consecutive period, or, if the employee and employer so agree, in two separate periods. The employee and the employer may also agree for annual leave to be taken in shorter periods of a minimum of one day, provided that not more than five days out of the employee's yearly entitlement to annual leave is so taken.
 - (c) Upon termination of employment, an employee shall be entitled to payment for all untaken leave, together with such sum as bears the same ratio to four weeks' pay as the employee's number of months' service since the employee last became entitled to leave bears to one year, or, in the case of an employee whose period of service is less than one year, to payment of such sum as bears the same ratio to four weeks' pay as the employee's number of months' service bears to one year.
 - (d) An employee at the time of entering upon a period of annual leave, in accordance with this award, shall be entitled to an additional payment in respect of the period of employment to which the said leave is referable, calculated on the basis of 3.166 hours ordinary pay for each month; provided that the maximum amount payable for any 12-month period shall not exceed 38 hours.

- (ii) The casual rate of pay prescribed by this award includes an allowance for entitlement under the *Annual Holidays Act 1944*.

16. Sick Leave

- (i) Employees shall be entitled to absences through illness of up to ten days or 76 hours per annum.
- (ii) Notwithstanding the provisions of subclause (i) of this clause, after three months' continuous service with an employer, an employee is entitled to 38 hours of paid sick leave during the first year of service and is entitled to 76 hours of paid sick leave during the second and each subsequent year of service.
- (iii) Sick leave not taken in any year shall accumulate from year to year to be taken when justified in a later year of service without diminution of the sick leave prescribed in respect of that year.
- (iv) Before being paid for sick leave:
 - (a) the employee must furnish to the employer such evidence as the employer may reasonably require that the employee was unable, by reason of illness or injury or elective surgery (including dentistry), to attend for duty on the day for which sick leave is claimed; and
 - (b) the employee must have notified the employer of the inability to attend for duty before the employee's normal starting time, or, if that is not practicable, before the end of the employee's normal ceasing time on that first day. When telling the employer of the inability to attend for work on that day, the employee must say how long the absence is estimated to last and the nature of the illness. If it turns out later that the absence will be longer than the employee first estimated, then the employee must inform the employer of the revised estimate of length of absence before the original estimate of absence has expired.

Any dispute over whether these conditions have been met must be dealt with in accordance with clause 30, Industrial Disputes and Grievance Procedure. Any special case will be dealt with on its merits.

17. Personal/Carer's Leave

- (i) Use of Sick Leave
 - (a) An employee other than a casual employee, with responsibilities in relation to a class of person set out in paragraph (c) of this subclause, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 16, 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 the employee being responsible for the care of the person concerned; and the person concerned being:
 - (1) a spouse of the employee; or
 - (2) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first-mentioned person who lives with the first-mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (3) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling the employee of spouse or de facto spouse of the employer; or

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

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

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

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

- (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.

(ii) Unpaid Leave for Family Purpose

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

(iii) 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.

(iv) Time Off in Lieu of Payment for Overtime

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

(v) Make-up Time

- (a) An employee may elect, with the consent of the employer, to work "make-up time", under 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.
- (vi) **Rostered Days Off**
 - (a) An employee may elect, with the consent of the employer, to take rostered day off at any time.
 - (b) An employee may elect, with the consent of the employer, to take rostered days off in part-day amounts.
 - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or employer.
 - (d) This subclause is subject to the employer informing the union where it has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union to participate in negotiations.

17A. Employment Protection for Defence Force Reserves

See *Defence Reserve Service (Protection) Act 2001* (Cth).

18. Long Service Leave

See *Long Service Leave Act 1955*.

19. Termination of Employment

- (i) Where termination is initiated by an employee, the employee must give one week's notice of termination of employment to the employer or forfeit one week's pay in lieu thereof.
- (ii) Where termination is initiated by the employer, the employer must give the employee notice in accordance with the following table:

Employee's Period of Continuous Service with the Employer	Period of Notice
Not more than one year	At least one week
More than one year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- (iii) Instead of notice, the employer may give the employee compensation which must equal the total of all amounts that the employer would have become liable to pay if the employee's employment had continued until the end of the required period of notice.

This total must be worked out on the basis of:

- (a) the employee's ordinary hours of work (even if they are not standard hours); and
- (b) the amounts payable to the employee in respect of those hours, including (for example) loadings, allowances and penalties.
- (iv) Notwithstanding subclauses (ii) and (iii) of this clause, an employer need not give any notice if the employee is guilty of serious misconduct.

20. Pay Day

- (i) All wages shall be paid by weekly by cash or by electronic funds transfer on any weekday Monday to Friday, as determined by the employer, but the day on being fixed shall not be altered more often than once in three months.
- (ii) No employer shall hold more than one day's wages in hand.
- (iii) Wages shall be paid without unnecessary delay after the employee's rostered finishing time on the day set apart as the pay day. An employee kept waiting for wages owing on pay day for more than a quarter of an hour after the employee's rostered finishing time shall be paid at overtime rates after a quarter of an hour with a minimum payment for a quarter of an hour. Notwithstanding the foregoing, the provisions of this subclause shall not apply where the delay is outside the employer's control (proof of which shall be on the employer).
- (iv) Casual employees shall be paid at the end of each day or at the termination of their casual employment.
- (v) Where an employer has more than one yard, arrangements as to the place of payment of wages shall be mutually agreed upon between the employer and employees; failing an agreement, the matter may be referred to the Conciliation Committee for decision.
- (vi) Notwithstanding the provisions of subclause (i) of this clause, by mutual agreement an employee may be paid wages directly into an account standing to the credit of the employee.

21. Board and Lodging

It shall not be a term of employment that an employee shall board or lodge with the employer or at the employer's expense.

22. General Conditions

- (i) No employee shall be required or permitted to lift any garbage receptacle by hand in excess of 32 kilograms total weight, i.e. weight of can and contents, unless adequate assistance is provided.
- (ii) Only approved garbage cans with tight fitting lids and/or approved garbage bags and/or mobile carts shall be collected or emptied.
- (iii) No employee shall be required or permitted to lift, collect, empty or otherwise manually handle any garbage bin in excess of a maximum of 0.056 cubic metre capacity; or which is not in an upright position; provided that this subclause shall not apply to a bin or cart which is equipped with wheels and handles and is designed to be lifted and emptied by hydraulic means.
- (iv) Employees and all other parties to this award shall be required to observe the Traffic Act and Regulations and any successor legislation and regulations during the course of employment.
- (v) Each contractor shall have regular assessments (including a count of all receptacles picked up) made at least once in every 12 months in order to adjust the work load and ensure it is not excessive.

23. Safety and Occupational Health Requirements

- (i) The employer shall provide:
 - (a) vehicles used in the collection, transportation and disposal of waste shall be of high visibility and fitted with a flashing light or lights visible from all points around the vehicle;
 - (b) to employees suitable, high visibility clothing with reflective material, provided that nothing in this paragraph shall be deemed to exclude the use of the company's name, logo or telephone number; clothing provided in accordance with this paragraph shall not be loose-fitting;

- (c) to employees suitable, footwear having regard to the work performed and the prevailing conditions, including the state of roads, pavements and topography in the areas in which the work is to be performed;
 - (d) after consultation with a medical officer, a qualified occupational health nurse or an appropriate officer from the Office of Industrial Relations, suitable first-aid kits to be carried in each vehicle.
 - (e) torch and batteries for drivers and offsiders as reasonably required.
- (ii) The employer shall have available:
- (a) water-proof clothing consisting of water-proof coat, hat or cap or southwester for each employee required to work out of doors in wet weather;
 - (b) suitable gloves.
- (iii) A first-aid outfit shall be kept and maintained by the employer at each establishment, yard, depot and garage where there are employees covered by this award. Such outfit is to comprise a first-aid ambulance chest, which shall:
- (a) be of wood or metal, be dust-proof and be distinctively marked with a white cross upon a green ground;
 - (b) be so equipped and maintained as to contain at least the articles and appliances specified by the first-aid Regulations under the *Factories, Shops and Industries Act 1962*;
- (Note: The employer shall display a copy of the appropriate schedule, referred to above, on or adjacent to the first-aid ambulance chest.)
- (c) contain nothing except requisite articles and appliances for first aid;
 - (d) be readily accessible to the persons employed in the establishment, yard, depot and garage; and
 - (e) be placed under the charge of a responsible person or persons who or one of whom shall always be readily available during working hours. A clearly legible notice stating the names of the person or persons in charge of the ambulance chest shall be affixed in a conspicuous position on or adjacent to the chest.
- (iv) No employee shall enter the back of a vehicle while the motor is running, place his/her hands in a bin while it is being emptied, fail to keep clear of lifters when hydraulics are engaged, ride on the back of a vehicle while it is reversing, cross the road in front of a collection vehicle, ride on the outside of a cabin of a collection vehicle, fail to keep clear of the back door while the vehicle is tipping, place garbage receptacles on the road or road shoulder, or obstruct his/her natural hearing.
- (v) Where one or more offsiders are engaged on waste collection, the driver of a collection vehicle shall be aware of the location of offsiders at all times and remain in the cabin while the collection vehicle is in use.
- (vi) It shall be the duty of an offsider to guide the collection vehicle while it is reversing, to be aware of and watch traffic movement around the collection vehicle, and to act appropriately.
- (vii) Where safety clothing and footwear has been provided by the employer in accordance with this clause, it shall be the duty of the employee to wear such clothing and footwear at all times while the employee is at work.
- (viii) The employee shall not obscure high visibility clothing in any way.

- (ix) No unauthorised persons, animals or goods of any kind shall be allowed in the cabin of collection vehicles.
- (x) Where an employee comes into contact with direct or reflected sunlight during working hours and requires special clothing and/or headgear to protect himself/herself from the sun, these shall be provided, free of cost, by the employer.
- (xi) An employee who comes into contact with direct or reflected sunlight during working hours shall be provided with Australian standard, AS 1067 sunglasses, free of cost, by the employer. Those employees who require safety sunglasses shall be provided, free of cost, by the employer, with Australian standard AS 1337 or AS 1338 safety sunglasses.
- (xii) An employee who comes into contact with direct or reflected sunlight during working hours shall be provided with sufficient quantities of broad spectrum SPF 30+ sunscreen to protect himself/herself from the sun, free of cost, by the employer.

24. Union Delegate

- (i) An employee appointed as union delegate in the yard, depot or garage shall, upon notification thereof to the employer by the branch or sub-branch secretary of the union, be recognised as the accredited representative of the union.
- (ii) Any matter arising in the yard, depot or garage affecting members of the union may be investigated by the delegate and discussed with the employer or the employer's representative. The delegate shall, upon request, be allowed a reasonable opportunity to carry out such duties at a time reasonably convenient to the delegate and the employer.
- (iii) If a matter in dispute is not settled, the delegate shall, on request, be allowed access to a telephone for a reasonable opportunity of notifying the union branch or sub-branch concerned.

25. Notice Board

The employer shall supply a notice board of reasonable dimensions to be erected or to be placed in a prominent position in the yard, depot or garage, upon which accredited representatives of the union shall be permitted to post formal union notices signed by the representative or representatives.

26. Transport Workers' Union of New South Wales

The role of the Transport Workers' Union of New South Wales as the representative of the industrial interests of employees under this award is recognised.

27. Right of Entry

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

(Note: This provides that a duly accredited representative of the union shall have the right to enter any workplace or premises for the purpose of interviewing employees and investigating suspected breaches of awards or agreements of the *Industrial Relations Act 1996* and in such investigations inspect time and pay sheets, so long as the accredited representative does not unduly interfere with the work being performed by any employee during working time.)

28. Mixed Functions

- (i) Where an employee is called upon in any day to do any work for which a higher rate of pay is payable than the employee's ordinary rate of pay:
 - (a) where the time worked is less than two hours, the employee will be paid the higher rate for the time worked; and

- (b) where the time worked is two hours or more, the employee will be paid the higher rate for the whole day.
- (ii) When an employee is called upon to do any work for which a lower rate of pay is so prescribed, such employee shall suffer no reduction in pay during such period.

29. Away-from-home Allowance

All reasonable expenses, including out-of-pocket and travelling expenses, incurred by an employee who is required, because of the employee's duties, to remain away from home overnight, shall be paid by the employer.

30. Industrial Disputes and Grievance Procedure

In the event of a question, dispute or difficulty arising at a workplace:

- (i) The matter shall first be raised with the workplace supervisor and agreement sought.
- (ii) If the dispute is not resolved at this level, the matter may be discussed between the union delegate and the workplace manager.
- (iii) Should the dispute remain unresolved, the matter may be referred to an official of the union, who shall discuss it with senior management. The employer may, if so desired, be represented by a representative of an employer association of which the employer is a member.
- (iv) In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Relations Commission of New South Wales or the waste Industry Collection and Transportation Recycling and Disposal Industry (State) Industrial Committee.
- (v) Reasonable time limits will be allowed for discussion at each level of authority.
- (vi) While the procedure is being followed, normal work will continue as directed.

30A. Anti-Discrimination

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

- (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Notes:

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

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

31. Definitions

- (i) "Blue Card" means a safety initiative for the transport and waste collection industries, based upon the Transport and Distribution ("TDT 2002") nationally recognised level 1 training competency. Blue Card compels employees to familiarise themselves with, and follow, occupational health and safety procedures. Blue Card is conducted by a registered training provider that is licensed to deliver Blue Card.
- (ii) "Casual Employee" means an employee not engaged as a weekly employee.
- (iii) "Christmas Day" means the 25th day of December of each year.
- (iv) "Depot Hands (Sanitary Work)" means employees engaged in any or all of the following duties: Ploughing-in night-soil, washing and tarring pans, assisting in unloading night-soil, loading pans at the depot, attendance on boilers, cleaning, washing and greasing of vehicles in the depot, cleaning premises at depot and the attendance (including grooming, stabling and feeding) upon horses.
- (v) "Depot Hands (Garbage Work)" means employees engaged in any or all of the following duties: assisting in loading and unloading garbage at the depot or tip, supervision at garbage tip, attendance on burners, cleaning, washing and greasing of vehicles in the depot, cleaning of premises at depot or tip and attendance (including the grooming, feeding and stabling) upon horses.
- (vi) "Union" means the Transport Workers' Union of New South Wales.
- (vii) "Leading Hand" means an employee appointed as such by the employer and who will have the responsibility of hiring casual labour for the purposes of carrying out responsibilities for the specified work and other such duties as specified by the contractor but shall not have the right to terminate any permanent employee.
- (viii) "Driver" means an employee engaged to control any vehicle specified in this award. A driver shall be responsible for normal maintenance checks on a vehicle in the driver's control, i.e. refuelling, engine oil, battery water levels, radiator water levels and tyres. The employee shall also be responsible for reporting any defect on such vehicle to the yard supervisor.
- (ix) "Extra Hand", "Loader", "Offsider" or "Assistant" means an employee engaged in the collection, removal and disposal of household garbage when placed out in approved receptacles, and garden refuse and yard rubbish when properly packaged or bundled and capable of being handled by one man with safety.

- (x) "Intermodal Facility Operator" means an employee who unloads filled containers from railway trucks or vehicles engaged in transportation of waste to waiting vehicles for further transport and loading empty containers from waiting vehicles on to railway trucks.
- (xi) "Tipping Platform Operator" means a person operating a platform from which delivered containers of waste are emptied at a landfill site.
- (xii) "Waste Disposal Site" means any site where liquid and/or solid waste is either permanently deposited or converted to an alternative use for recycling and shall include incinerators and/or other means of destruction.
- (xiii) "Materials Recycling Facility" or "Recycling Depot" means a facility receiving recyclable material for the purposes of sorting and dispatch.

32. Jury Service

- (i) In the event of an employee being required to attend on jury service, the employee shall be paid the difference between the normal rate of wage and such fees as the employee is paid for the jury service.
- (ii) Written proof of attendance and of the amount received in jury fees shall be submitted to the employer.

33. Bereavement Leave

- (i) An employee, other than a casual employee, shall be entitled to up to two days' bereavement leave without deduction of pay on each occasion of the death of a person prescribed in paragraph (c) of subclause (i) of clause 17, Personal/Carer's Leave. An employee, other than a casual employee, shall be entitled to up to two days' bereavement leave without deduction of pay on each occasion of the death outside of Australia of a person prescribed by the said paragraph (c), where such person travels outside Australia to attend the funeral.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in the said paragraph (c), provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (ii), (iii), (iv), (v) and (vi) of the said clause 17. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

34. Leave to Attend Trade Union Training Courses

- (i) An employee who has been sponsored by the union to attend a course of training conducted by or with the support of the Trade Union Training Authority and who does so attend shall be paid by the employer at ordinary rates for the days upon which the employee is absent from work due to attendance at the said course; provided that no employer shall be called upon to pay more than six days' leave in total per calendar year irrespective of the number of the employees who attend the aforementioned courses.
- (ii) An employee who has completed a basic trade union training course in accordance with subclause (i) of this clause and who is desirous of attending a longer trade union training course and who is sponsored by the union to attend such course conducted by or with the support of the Trade Union Authority and who does so attend shall be paid by the employer at ordinary rates for the days upon which an employee is absent from work due to attendance at the said course; provided that no employer shall be called upon

to pay in accordance with this subclause more than ten days' leave in total per calendar year at any yard irrespective of the number of its employees who attend the aforementioned courses.

35. Attendance at Repatriation Centres

Permanent employees, being ex-service personnel, who are not reimbursed by the Department of Repatriation, shall be allowed as time worked, lost time incurred whilst attending repatriation centres for medical examination and/or treatment, provided that:

- (i) such lost time does not exceed four hours;
- (ii) an employee produces evidence satisfactory to the employer that the employee is so required to and/or does attend a repatriation centre.

36. Employee Deductions

- (i) All non-statutory, agreed and subsequently authorised deductions from an employee's pay shall be applied to the purpose of the deduction:
 - (a) within 30 days of the end of the month of the deduction occurring; or
 - (b) no later than the date when the instalment is due to be paid to the recipient institution where the recipient institution has an instalment period of longer than 30 days.
- (ii) The employer shall generate and maintain records of the following transactions:
 - (a) Deductions
Such deductions shall appear on the employee's next pay advice; and
 - (b) Payments to Recipient Institution
The employer shall provide the employee with evidence that such a payment has been made upon the request of the employee.

37. Leave Reserved

Leave is reserved to the union to apply in respect of:

Chain of Responsibility

Job Security

Transport Worker Assistance and Retraining

38. Area, Incidence and Duration

This award rescinds and replaces the Transport Industry - Waste Collection and Recycling (State) Award published 30 March 2001 (323 I.G. 587).

It shall apply to all drivers, loaders and extra hands employed on motor or other power propelled vehicles, carters, extra hands, grooms, stablemen, night-soil depot hands and extra hands employed in sweeping gutters, employed on or in connection with the removal and disposal of night-soil or garbage (including trade waste, sullage and at transfer stations and other waste disposals sites, including land fill, incinerators, recycling depots,

&c.) in the State, excluding the County of Yancowinna, within the jurisdiction of the Waste Industry Collection and Transportation Recycling and Disposal Industry (State) Industrial Committee.

It shall take effect from the beginning of the first pay period to commence on or after 4 September 2003 and shall remain in force thereafter for a period of two years.

PART B

MONETARY RATES

Note: In this part of the award, "Rate A", where it appears refers to the rate of pay payable effective from the beginning of the first pay period on or after 4 September 2003, and "Rate B", where it appears, refers to the rate of pay payable from the beginning of the first pay period on or after 4 September 2004.

Table 1 - Wages

(i) Adult Employees

Item	Classification	Rate A per week \$	Rate B per week \$
1	(A)(1)	504.30	519.40
2	(A)(2)	543.45	559.35
3	(A)(3)	572.45	638.20
4	(A)(4)	602.10	620.20
5	(B)(1)	582.20	599.70
6	(B)(2)	597.50	615.40
7	(B)(3)	619.60	638.30
8	(B)(4)	633.10	652.10
9	(B)(5)	661.00	680.85
10	(B)(6)	680.00	700.40
11	(B)(7)	680.70	701.10
12	(B)(8)	721.60	743.25
13	(B)(9)	727.60	749.45

(ii) Junior Employees

Years of Age	Rate A per week \$	Rate B per week \$
16	317.80	327.30
17	375.00	386.25
18	439.30	452.50
19	501.40	516.40
20	Adult Rate	Adult Rate

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Rate per week unless otherwise indicated
1	2(ii)(a)	Disability allowance - sanitary, sullage and garbage employees	25.70
2	2(ii)(b)	In lieu of additional sick pay	10.80
3	2(ii)(c)	Drivers of vehicles with dual front steering	9.50
4	2(ii)(d)	Drivers of articulated vehicles where the semi- trailer has:	
		A single axle	26.30
		Two axles	34.30
		More than two axles	41.20

5	2(ii)(e)	Drivers of motor vehicles with a trailer attached	32.90
6	2(ii)(f)	Using boats as part of duties	26.70

7	2(ii)(g)	Leading Hands - In charge of: Over 3 and up to 8 employees Over 8 and up to 15 employees Over 15 employees	16.60 24.80 33.20
8	2(ii)(h)	First-aid allowance	2.85
9	10(ii),(iii)	Meal allowance	9.45

Table 3 - Income Protection

Classification	Saturday as an Ordinary Day	Sunday as an Ordinary Day	Saturday and Sunday as Ordinary Days
Adult			
(A)(1)	596.25	607.50	776.25
(A)(2)	642.55	654.70	836.55
(A)(3)	676.75	689.50	881.00
(A)(4)	711.85	725.30	926.80
(B)(1)	688.30	701.30	896.10
(B)(2)	706.43	719.75	919.70
(B)(3)	732.50	746.35	953.65
(B)(4)	748.55	762.70	974.55
(B)(5)	781.60	796.35	1017.55
(B)(6)	803.95	819.10	1046.60
(B)(7)	804.75	819.95	1047.70
(B)(8)	853.16	869.25	1110.70
Junior (Years)			
16	375.75	382.85	489.15
17	443.40	451.75	577.25
18	519.40	529.20	676.20
19	592.75	603.95	771.70

P. J. CONNOR, Commissioner.

Waste Industry Collection and Transportation Recycling and Disposal Industry (State) Industrial Committee

Industry and Callings

All drivers, loaders, extra hands, operators, forklift drivers and other persons employed in or in connection with the removal, sorting, processing or transferring and disposal of waste including liquid waste, sullage, recyclable materials and night soil, street litter bins erected in public places and sweeping gutters including persons employed at recycling facilities, transfer stations and landfill sites and incinerators in the State, excluding the County of Yancowinna;

excepting all employees of:

Shire, municipal and county councils;
The Council of the City of Sydney;

and *excepting* all employees within the jurisdiction of the Waste Industry - Collection and Transportation of Trade Waste (State) Industrial Committee.

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(549)

SERIAL C2310**PRIVATE HOSPITAL INDUSTRY NURSES' (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses' Association, industrial organisation of employees.

(No. IRC 4731 of 2003)

Before Mr Deputy President Grayson

15 September 2003

VARIATION

1. Insert in numerical order in the Arrangement of the award published 24 August 2001 (327 I.G. 1), the following new clause number and subject matter:

20A. Remuneration Packaging

2. Insert after clause 20, Payment and Particulars of Salaries, the following new clause:

20A. Remuneration Packaging

- (i) No employee or employer shall be compelled to enter into a remuneration packaging arrangement.
- (ii) Where an employer makes a decision to offer remuneration packaging the employer shall provide details of the proposed remuneration packaging to the Association 28 days before the introduction of the proposal. Where a private hospital already has remuneration packaging in place prior to the operation of this clause, they shall be deemed to have complied and are not required to notify the Association in accordance with this subclause.
- (iii) The terms and conditions of a package offered to an employee shall not, when viewed objectively, be less favourable than the entitlements otherwise available under the award and shall be subject to the following provisions:
 - (a) The employer shall ensure that the structure of any package complies with taxation and other relevant laws.
 - (b) Employees will have the Superannuation Guarantee Contribution (SGC) calculated on their award salary prior to the application of any remuneration packaging arrangements.
- (iv) A copy of the agreement shall be made available to the employee.
- (v) The employee shall be entitled to inspect details of payments made under the terms of this agreement.
- (vi) The configuration of the remuneration package shall remain in force for the period agreed between the employee and the employer.
- (vii) Where at the end of the Fringe Benefit Tax year the full amount allocated to a specific benefit has not been utilised, it will be paid as salary, which will be subject to appropriate taxation requirements. By agreement between the employer and the employee, any unused benefit may be carried forward to the next period on the basis that any FBT obligation is accepted by the employee.
- (viii) In the event that the employer ceases to attract exemption from payment of Fringe Benefit Tax, the employer may terminate all remuneration packaging arrangements and the employee's salary will revert

- to the applicable award classification rate the employee would have been entitled to receive but for the remuneration packaging agreement.
- (ix) One month's notice by either party is required for change or termination of a remuneration packaging agreement, unless the change or termination is brought about by legislation or an increase to the award wage.
- (x) In the event that the employee ceases to be employed by the employer this agreement will cease to apply as at the date of termination. Benefits not paid on or before the date of termination shall be treated as salary and the appropriate tax deducted.
- (xi) Pay increases granted to employees in accordance with this award shall also apply to employees subject to remuneration packaging arrangements.
- (xii) Any allowance, penalty rate, overtime, payment for unused leave entitlements, other than any payments for leave taken whilst employed, shall be calculated by reference to the salary which would have applied to the employee in the absence of any remuneration packaging arrangements.
3. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Salaries

Classification	First Full Pay Period 15/09/2003 10% \$	First Full Pay Period 11/01/2004 5% \$
Assistant in Nursing		
Trainee Enrolled Nurse -		
Under 18 years of age -		
1st year	428.70	450.20
2nd year	447.70	470.00
Thereafter	465.50	488.90
18 years of age and over -		
1st year	505.80	531.10
2nd year	522.00	548.00
3rd year	538.30	565.20
Thereafter	555.20	582.90
Enrolled Nurse -		
1st year	620.90	651.80
2nd year	634.40	666.10
3rd year	648.10	680.50
4th year	661.80	694.90
Thereafter	675.70	709.40
Nurse undergoing pre-registration training		
Registered Nurse - General, M.R Psych., Infants, Geriatric, Midwifery		
1st year	703.90	739.00
2nd	742.20	779.30
3rd year	780.50	819.50
4th year	821.50	862.60
5th year	862.20	905.30
6th year	902.90	948.20
7th year	949.40	996.80
8th year	988.40	1,037.90

Nurse undergoing pre registration training	606.80	637.20
Clinical Nurse Specialist	1,028.90	1,080.20
Clinical Nurse Consultant	1,264.80	1,328.10
Nursing Unit Manager- Level I	1,239.90	1,301.90
Level II	1,299.00	1,363.80
Level III	1,333.70	1,400.40
Clinical Nurse Educator	1,028.90	1,080.20
Nurse Educator 1st year	1,141.20	1,198.30
2nd	1,173.30	1,232.00
3rd year	1,202.10	1,262.20
4th year	1,264.80	1,328.10
Senior Nurse Educator - 1st year	1,295.40	1,360.20
2nd year	1,322.00	1,388.10
3rd year	1,366.40	1,434.60
Assistant Director of Nursing - 100 beds and over	1,333.70	1,400.40
Deputy Director of Nursing - Less than 100 beds	1,299.00	1,363.80
100 beds, less than 200 beds	1,333.70	1,400.40
200 beds, less than 250 beds	1,366.40	1,434.60
250 beds, less than 350 beds	1,417.30	1,488.20
350 beds, less than 450 beds	1,468.10	1,541.50
450 beds, less than 750 beds	1,522.50	1,598.50
750 beds and over	1,581.50	1,660.60
Director of Nursing Less than 25 beds	1,338.60	1,405.50
25 beds, less than 50 beds	1,417.20	1,488.10
50 beds, less than 75 beds	1,448.00	1,520.40
75 beds, less than 100 beds	1,478.00	1,552.00
100 beds, less than 150 beds	1,520.60	1,596.60
150 beds, less than 200 beds	1,571.20	1,649.80
200 beds, less than 250 beds	1,622.30	1,703.40
250 beds, less than 350 beds	1,683.20	1,767.50
350 beds, less than 450 beds	1,784.70	1,874.00
450 beds, less than 750 beds	1,888.30	1,982.70
750 beds and over	2,006.80	2,107.10

Table 2 - Other Rates and Allowances

Clause No.	Brief Description	First Full Pay Period 15/09/03 \$	First Full Pay Period 11/01/04 \$
13(i)(a)	In charge of hospital/nursing home day, evening or night shift	17.20	18.06
13(i)(b)	In charge of ward/unit in absence of NUM	17.20	18.06
13(v)(a)	In charge of ward/unit and hospital	25.77	27.06
13(ii)(a)	On call	15.46	16.23
13(ii)(b)	On call on days off	30.54	32.06
13(ii)(c)	On call during meal break	8.66	9.10
13(iii)(a)	Radiographic allowance DON	24.55	25.78

13(iii)(c)	Employee in absence of DON	5.00	5.26
13(iv)	Lead apron allowance	1.22	1.28
19(vii)	Meal allowance on overtime	13.71	13.71
Uniform and laundry allowances:			
17(iii)(a)	Uniform	5.02	5.02
17(iii)(a)	Shoes	1.55	1.55
17(iii)(c)	Cardigan or Jacket	1.51	1.51
17(iii)(b)	Stockings	2.60	2.60
17(vi)	Socks	0.51	0.51
17(iv)	Laundry	4.18	4.18
Staff Amenities			
29(b)	Breakfast	2.80	2.80
29(b)	Other meals	5.08	5.08

4. This variation shall take effect from 15 September 2003.

J. P. GRAYSON *D.P.*

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 3515 of 2003)

Before The Honourable Justice Kavanagh

10 July 2003

VARIATION

1. Delete subclause (iv) of clause 3, Wages of the award published 16 May 1997 (298 I.G. 531), as varied, and insert in lieu thereof the following:
 - (iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2003. 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. Insert after subclause (iii) of clause 5, Overtime the following new subclause:
 - (iv) Reasonable Overtime
 - (a) Subject to paragraph (b) below, an employer may require an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
 - (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours, which are reasonable.
 - (c) For the purposes of paragraph (b) what is unreasonable or otherwise will be determined having regard to:
 - (1) any risk to employee health and safety;
 - (2) the employee's personal circumstances including any family and carer responsibilities;
 - (3) the needs of the workplace or enterprise;
 - (4) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (5) any other relevant matter.
3. 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 2002 Amount \$	SWC 2003 Adjustment \$	SWC 2003 Amount \$
Office Equipment Mechanic	525.20	17.00	542.20

4. 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 2002 Amount \$	SWC 2003 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	23.80 p/wk 35.60 p/wk 45.20 p/wk	24.55 p/wk 36.75 p/wk 46.65 p/wk
2	8	Standing-by allowance	8.50 p/hr	8.80 p/hr
3	11(i)(ii)	Meal allowance	8.40 p/meal	8.65 p/meal
4	16(vi)(b)	Meal allowance included as reasonable expenses whilst travelling	8.40 p/meal	8.65 p/meal
5	16(vi)(b)	Additional meal allowance for evening meal whilst travelling	8.40 p/meal	8.65 p/meal
6	16(vi)(c)	Living away from home allowance	61.40 p/day	64.20 p/day
7	16(vi)(c)	Evening meal allowance paid in addition to living away from home allowance	11.70 p/meal	12.05 p/meal
8	29(v)	Laundry allowance	1.90 p/wk	2.00 p/wk

Note: These allowances are contemporary for expense related allowances as at 30 March 2003 and for work related allowances are inclusive of adjustment in accordance with the May 2003 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

5. This variation shall take effect from the first pay period to commence on or after 19 July 2003.

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 3515 of 2003)

Before The Honourable Justice Kavanagh

10 July 2003

VARIATION

1. Insert after subclause (e) of clause 7 Overtime, of the award published 6 October 2000 (319 I.G. 1), the following new subclause :

(f) Reasonable Overtime

- (i) Subject to paragraph (ii) below, an employer may require an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours, which are reasonable.
- (iii) For the purposes of paragraph (ii) what is unreasonable or otherwise will be determined having regard to:
 - (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.

2. Delete clause 28, State Wage Case Adjustments, of the award 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 2003. 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.

3. 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 2002 Amount \$	SWC 2003 Adjustment \$	SWC 2003 Amount \$
Assistant Technician	495.50	17.00	512.50
Assistant Technician - Experienced	580.00	17.00	597.00
Technician	620.20	17.00	637.20
Guest Host/Customer Liaison Person	584.50	17.00	601.50
Designer/Planner	800.20	15.00	815.20

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.

Note - The amount of the adjustment to hourly rates for casuals shall be determined in the following manner. The State Wages Case adjustment amount (if any) shall be divided by 38 and the resulting amount loaded by 20%.

Classification	SWC 2002 Amount \$	SWC 2003 Adjustment \$	SWC 2003 Amount \$
Assistant Technician	14.50	0.55	15.05
Assistant Technician - Experienced	15.40	0.55	15.95
Technician	17.05	0.55	17.60
Casual Loader			
8.00am to 6.00pm	14.00	0.55	14.55
6.00pm to Midnight	16.50	0.55	17.05
Midnight to 8.00am	20.95	0.55	21.50
Casual Stage Hands			
8.00am to 6.00pm	16.45	0.55	17.00
6.00pm to Midnight	19.70	0.55	20.25
Midnight to 8.00am	25.15	0.55	25.70

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	35.05 per day
2	27(c)	Reduced meals and incidental expenses allowance	10.25 per day

4. This variation shall take effect from the first full pay period to commence on or after 6 August 2003.

T. M. KAVANAGH *J.*

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(372)

SERIAL C2144

HAIRDRESSERS', &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3515 of 2003)

Before The Honourable Justice Kavanagh

10 July 2003

VARIATION

1. Delete clause 6 Overtime, of the award published 3 November 2000 (319 I.G. 1017), and insert the following:

6. Overtime

- (i) All times worked after 38 ordinary hours in any one week or outside the span of hours as prescribed in subclauses (i) and (ii) of clause 4, Hours, or in excess of the maximum daily hours prescribed in subclause (v) of the said clause 4 shall be overtime and shall be paid at time and one half for the first two hours and double time thereafter, excepting Saturdays, when all overtime will be paid at time and one-half and on Sundays, when all overtime will be paid at double time and public holidays which will be paid at double time and one half. By agreement an employer and an employee, time off may be granted to an employee in lieu of payment for overtime rate being paid as at the rate of time off.
- (ii) Reasonable Overtime
- (a) Subject to paragraph (b) below, an employer may require an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours, which are reasonable.
- (c) For the purposes of paragraph (b) what is unreasonable or otherwise will be determined having regard to:
- (1) any risk to employee health and safety;
 - (2) the employee's personal circumstances including any family and carer responsibilities;
 - (3) the needs of the workplace or enterprise;
 - (4) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (5) any other relevant matter.
2. Delete subclause (iv) of clause 10, State Wage Case Adjustments, and insert in lieu thereof the following:
- (iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2003. 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.

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

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

Level	Classification	Former Rate \$	SWC 2003 \$	Total Rate \$
1	Wigmaker Employees, male and female, doing work on or in connection with the making of toupees or other hair pieces and/or doing boardwork generally.	525.20	17.00	542.20
	Adult Employee Hairdresser doing mens' and/or ladies hairdressing	525.20	17.00	542.20
2	Receptionist/Salon Assistant 21 years of age and over	493.45	17.00	510.45
3	Beautician, Electropodist, Chirpodist All as defined	489.20	17.00	506.20
4	Manicurist as defined over 18 years of age	476.45	17.00	493.45
5	Manicurist over 18 years of age but less than 21 years of age, entering the industry without experience	414.00	17.00	431.00

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2002 Amount \$	SWC 2003 Amount \$
1	7(v)	Meal allowance per meal	6.95	7.15
2	9(iv)	Employee in charge per week	28.60	29.50
3	13(ii)	Tool allowance per week	7.00	7.20
4	14	Health Department per hour	0.82	0.85
5	15	Laundrying of uniforms per week	4.85	5.00
6	16	First-aid allowance per week	8.10	8.35
7	18	Transport allowance per km	0.61	0.64

Note: These allowances are contemporary for expense related allowances as at 30 March 2003 and for work related allowances are inclusive of adjustment in accordance with the May 2003 State Wage Case Decision of the Industrial Relations Commission.

4. This variation shall take effect from the first full pay period to commence on or after 25 July 2003.

T. M. KAVANAGH J.

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(950)

SERIAL C2145

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 3515 of 2003)

Before The Honourable Justice Kavanagh

10 July 2003

VARIATION

1. Delete subclause (c) of clause 8, Overtime, of the award published 4 May 2001 (324 I.G. 497), and insert the following:

(c) Reasonable Overtime

- (i) Subject to paragraph (ii) below, an employer may require an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours, which are reasonable.
- (iii) For the purposes of paragraph (ii) what is unreasonable or otherwise will be determined having regard to:
 - (1) any risk to employee health and safety;
 - (2) the employee's personal circumstances including any family and carer responsibilities;
 - (3) the needs of the workplace or enterprise;
 - (4) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (5) any other relevant matter.

2. Delete subclause (ii) of clause 30, Arbitrated Safety Net Adjustment, and insert in lieu thereof the following:

- (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 2003. 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.

3. 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	448.40	11.80
Level 2	82	465.10	12.24
Level 3A	87.4	487.60	12.83
Level 3B	91.5	504.00	13.26
Level 4	92	506.80	13.34

Level 5	100	542.20	14.27
Level 6	115	605.40	15.93

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	19.05
2	2(c)	Supervisory loadings- 6 to 10 employees	26.05
3	2(c)	Supervisory loadings - 11 or more employees	34.90
4	21	First-aid allowance	8.90 1.78 per shift
5	23(a)	Stocking allowance	2.60 0.52 per day
	23(b)	Toilet cleaning allowance	7.30
	23(c)	Laundry allowance	6.80 1.36 per day
	23(d)	Broken shift allowance - For each broken shift so worked Excess Fares allowance	9.55 per day 7.30 or 1.46 per day

4. This variation shall take effect from the beginning of the first full pay period to commence on or after 12 August 2003.

T. M. KAVANAGH *J.*

Printed by the authority of the Industrial Registrar.

(421)

SERIAL C2146

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 3515 of 2003)

Before The Honourable Justice Kavanagh

10 July 2003

VARIATION

1. Delete subclause (ii) of clause 5, Skilled Based Classification Structure, of the award published 8 February 2002 (331 I.G. 63), and insert in lieu thereof the following:
 - (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 2003. 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. Insert after subclause (vi) of clause 12, Overtime, the following new subclause:
 - (vii) Reasonable Overtime
 - (a) Subject to paragraph (b) below, an employer may require an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
 - (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours, which are reasonable.
 - (c) For the purposes of paragraph (b) what is unreasonable or otherwise will be determined having regard to:
 - (1) any risk to employee health and safety;
 - (2) the employee's personal circumstances including any family and carer responsibilities;
 - (3) the needs of the workplace or enterprise;
 - (4) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (5) any other relevant matter.
3. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification	SWC 2002 Amount \$	SWC 2003 Adjustment \$	SWC 2003 Amount \$
Level 1 Employee	439.80	17.00	456.80
Level 2 Employee	460.60	17.00	477.60
Level 3 Employee	485.70	17.00	502.70

Level 4 Employee	502.30	17.00	519.30
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Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2002 Amount \$	SWC 2003 Amount \$
1	4(iii) (c)	Leading Hand Allowance 3 to 10 employees Over 10 employees	20.10 per week 33.00 per week	20.75 per week 34.05 per week
2	16(iv)	Meal Allowance	7.15	7.35
3	32(ii)	First-aid Allowance	1.60 per day or shift	1.65 per day or shift

Note: These allowances are contemporary for expense related allowances as at 30 March 2003 and for work related allowances are inclusive of adjustment in accordance with the May 2003 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 11 August 2003.

T. M. KAVANAGH J.

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(1341)

SERIAL C2147

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 3515 of 2003)

Before The Honourable Justice Kavanagh

10 July 2003

VARIATION

1. Delete subclause 11.2 of clause 11, Living Away from Home Allowance, of the award published 21 September 2001 (327 I.G. 1147), and insert in lieu thereof the following:

11.2 The company shall pay to the employee \$38.40 per day in lieu of additional meals and incidental expenses incurred by the employee, provided that such payment may be reduced to \$10.25 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.

2. Insert after subclause 14.5 of clause 14 Excess Hours Worked the following new subclause:

14.6 Reasonable Overtime

- (a) Subject to paragraph (b) below, an employer may require an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours, which are reasonable.
- (c) For the purposes of paragraph (b) what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.

3. Delete clause 38, State Wage Case Adjustment, 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 2003. 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.

4. 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	458.60

Aquarist Grade 4	517.20
Aquarist Grade 3	577.75
Aquarist Grade 2	634.30
Aquarist Grade 1	730.27

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	448.40
Grade 4	465.10
Grade 3	487.60
Grade 2	542.20
Grade 1	605.40

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			
Cleaner (Shift)	Weekday \$	Saturday \$	Sunday \$	Public Holiday \$
Day Shift	12.37	18.55	24.74	30.93
Afternoon Shift	14.07	18.55	24.74	30.93
Night Shift	15.80	18.55	24.74	30.93
Casual (Shift)				
Day Shift	15.15	22.73	30.30	37.88
Afternoon Shift	17.36	22.73	30.30	37.88
Night Shift	19.56	22.73	30.30	37.88

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	21.13	0.56
6 - 10 Employees	23.99	0.63

4. Café 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	455.30
Grade 4	472.30
Grade 3	497.90
Grade 2	516.60
Grade 1	591.60

5. First-aid Allowance - \$10.68 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.

5. This variation shall take effect from the first full pay period to commence on or after 27 July 2003.

T. M. KAVANAGH *J.*

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(672)

SERIAL C2148

**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 3515 of 2003)

Before The Honourable Justice Kavanagh

10 July 2003

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 2003. 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. Insert after subclause 2, of clause 6 Overtime, the following new subclause:
- 6.3 Reasonable Overtime
- (a) Subject to paragraph (b) below, an employer may require an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
 - (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours, which are reasonable.
 - (c) For the purposes of paragraph (b) what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.
3. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

Classification	SWC 2002 Amount \$	SWC 2003 Adjustment \$	SWC 2003 Amount \$
Toll Collector	548.10	17.00	565.10

Table 2 - Other Rates and Allowances

Item No.	Clause. No	Description	SWC 2002 Amount \$	SWC 2003 Amount \$
1	4.2	Leading Hand Allowance - Per shift	5.80	6.00

		Up to a maximum per week of	29.05	30.00
2	9.1, 9.2	Meal Allowance	8.75	9.00
3	27.6	Amount deductible for failure to return issued clothing	40.00	41.30
4	27.7	Laundry Allowance - Full-time employee Casual and part-time employees	9.90 per week 2.00 per shift	10.30 per week 2.10 per shift
5	28.2	First-aid allowance	11.15 per week	11.50 per week

"Note": These allowances are contemporary for expense related allowances as at 30 March 2003 and for work related allowances are inclusive of adjustment in accordance with the May 2003 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 1 October 2003.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

(664)

SERIAL C2149

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 3515 of 2003)

Before The Honourable Justice Kavanagh

10 July 2003

VARIATION

- Delete clause 4, Arbitrated Safety Net Adjustment, of the award published 24 November 2000 (320 I.G. 543), 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 2003. 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. Insert after subclause (e) of clause 15, Overtime, the following new subclause:

(f) Reasonable Overtime

- (i) Subject to paragraph (ii) below, an employer may require an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours, which are reasonable.
- (iii) For the purposes of paragraph (ii) what is unreasonable or otherwise will be determined having regard to:
 - (1) any risk to employee health and safety;
 - (2) the employee's personal circumstances including any family and carer responsibilities;
 - (3) the needs of the workplace or enterprise;
 - (4) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (5) any other relevant matter.

3. 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 2002 Amount \$	SWC 2003 Adjustment \$	SWC 2003 Amount \$
Manager	574.70	17.00	591.70
Assistant Manager	518.50	17.00	535.50

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

Classification	SWC 2002 Amount \$	SWC 2003 Adjustment \$	SWC 2003 Amount \$
Manager	564.00	17.00	581.00
Assistant Manager	493.70	17.00	510.70

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 2002 Amount \$	SWC 2003 Adjustment \$	SWC 2003 Amount \$
Manager	536.60	17.00	553.60
Assistant Manager	477.80	17.00	494.80

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 2002 Amount \$	SWC 2003 Adjustment \$	SWC 2003 Amount \$
Manager	508.70	17.00	525.70

Fifth schedule - All schedules:

Classification	SWC 2002 Amount \$	SWC 2003 Adjustment \$	SWC 2003 Amount \$
Trainee Manager	434.20	17.00	451.20

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	22.40 per week
2	8(b)	Checking and banking takings, other duties of minor nature regarding confectionery, snack/licensed liquor bar	9.65 per week
3	8(c)	Appointment licensee and holder of liquor license, accepts responsibility under State Liquor Act	16.65 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	23.10 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)	2.50 per hour
		Clothing and Footwear Allowances: -	
6	20(a)	Where dinner dress is required to be worn for	

		one/two nights in the week	1.35 per night
7	20(a)	On three or more nights in the week	6.60 per week
8	21(b)	Travelling and Incidental Expenses	75.85 per day
9	21(b)	Maximum	379.10 per week
10	22(a)	Locomotion Allowance	0.51 per km
11	22(b)	Manager of more than one theatre travelling from one to the other	0.53 per km

4. This variation shall take effect from the first full pay period to commence on or after 6 August 2003.

T. M. KAVANAGH *J.*

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(845)

SERIAL C2150

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 3515 of 2003)

Before The Honourable Justice Kavanagh

10 July 2003

VARIATION

1. Insert after subclause (e) of clause 8, Overtime, of the award published 13 October 2000 (319 I.G. 406), the following new subclause:

- (f) Reasonable Overtime

- (a) Subject to paragraph (b) below, an employer may require an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours, which are reasonable.
- (c) For the purposes of paragraph (b) what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.

2. Delete clause 30, State Wage Case Adjustments, 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 2003. 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.

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

PART B

MONETARY RATES

Table 1 - Rates of Pay

- (i)

Classification	SWC 2002 Amount \$	SWC 2003 Adjustment \$	SWC 2003 Amount \$
Level 1	431.40	17.00	448.40
Level 2	448.10	17.00	465.10
Level 3	470.60	17.00	487.60
Level 4	525.20	17.00	542.20
Level 5	588.40	17.00	605.40

- (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 2002 Amount \$	SWC 2003 Amount \$
1	3(c)	Supervisory loadings Up to 5 employees	18.52	19.10
2		6 to 10 employees	25.39	26.20
3		11 or more employees	32.64	33.70
4	19(a)	First aid allowance	10.34	10.70

4. This variation shall take effect from the first full pay period to commence on or after 26 July 2003.

T. M. KAVANAGH *J.*

Printed by the authority of the Industrial Registrar.

(1467)

SERIAL C2279

DIVISIONS OF GENERAL PRACTICE (STATE) AWARD 1999

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Health and Research Employees' Association of New South Wales, industrial organisation of employees.

(No. IRC 4760 of 2003)

Before Commissioner McLeay

12 September 2003

VARIATION

1. Delete subclauses (b) and (e) of clause 40, Salary Rates, of the award published 14 September 2001 (327 I.G. 839) and insert in lieu thereof the following:

(b) Entry Level Rates

The minimum entry level rates for the six classification levels in the skills - based classification system are:

	Entry Level Annual Salary Rates
--	---------------------------------

Classification Level	Current Entry Level Annual Salary Rates (F/T equivalent) \$	effective 14.12.2003 (F/T equivalent) \$
1		
16 years of age	17,861	18,433
17 years of age	23,356	24,103
18 years +	27,487	28,374
2	32,753	33,640
3	37,908	38,795
4	43,063	43,846
5	53,373	54,156
6	63,683	64,466

(e) State Wage Case Adjustments

The rates of pay in this award include the adjustments payable under the State Wage Case Decision 2003. These adjustments may be off-set 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 subclause (f) of clause 42, Area, Incidence and Duration, and insert in lieu thereof as follows:

- (f) The variation reflected in clause 2 and subclauses (b) and (e) of Clause 40, Salary Rates, shall take effect from the first pay period to commence on or after 14 December 2003.

3. This variation shall take effect from the first pay period to commence on or after 14 December 2003.

J. McLEAY, Commissioner.

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(119)

SERIAL C2317

**CLERICAL AND ADMINISTRATIVE EMPLOYEES (ONESTEEL
WIRE PTY LTD - NEWCASTLE ROPERY) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, industrial organisation of employees.

(No. IRC 4224 of 2003)

Before Commissioner Cambridge

1 September 2003

VARIATION

1. Delete paragraph (b) of subclause (x) of clause 1, Classification Structure and Salaries, of the award published 4 September 1998 (306 I.G. 397), and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2003. These adjustments may be offset against:
 - (1) any equivalent overaward payments, and/or
 - (2) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

2. Delete subclauses (i) and (iii) of Table 1 - Salaries, of Part B, Monetary Rates, and insert in lieu thereof the following:

(i) Adults -

Grade	Former Weekly Rate Pre SWC 2003 \$	SWC 2003 \$	Weekly Award Rate \$
Grade 5	627.50	17.00	644.50
Grade 4	566.90	17.00	583.90
Grade 3	525.20	17.00	542.20
Grade 2	491.50	17.00	508.50
Grade 1	470.60	17.00	487.60

- (iii) Juniors - The minimum rates of salaries per 38-hour week for junior employees shall be as follows:

- (a) Stenographer, comptometer operator, ledger posting or similar accounting machine operator, data processing machine operator, tabulating machine operator, computer operator, card punch machine operator, verifier operator:

Age	Former Weekly Rate \$	SWC 2003 %	Weekly Rate \$
At 17 years of age	233.30	3.2	240.75
At 18 years of age	287.25	3.2	296.45
At 19 years of age	328.45	3.2	338.95
At 20 years of age	387.85	3.2	400.25

- (b) All other junior employees:

Age	Former Rate Per Week \$	SWC 2003 %	Weekly Rate \$
Under 17 years of age	183.10	3.2	188.95
At 17 years of age	229.35	3.2	236.70
At 18 years of age	281.00	3.2	290.00
At 19 years of age	318.70	3.2	328.90
At 20 years of age	375.05	3.2	387.50

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

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	10(1)(a)	Shift clerks - rotating shifts	40.70
2	10(1)(a)	Shift clerks - additional shift allowance	26.80
3	10(1)(b)(i)	Day shift, night shift	40.70
4	10(1)(b)(ii)	Day shift, afternoon shift	34.40
5	10(1)(b)(iii)	Day shift, day shift, afternoon shift	34.40
6	10(1)(b)(iv)	Day shift, day shift, night shift	34.40
7	10(1)(c)	Junior shift clerks	40.70
8	10(1)(d)	Adult shift clerks working only a afternoon and/or night shifts	54.50
9	10(3)	Afternoon or night shift - other shift system	16.20
10	14(4)(c)(ii)	Overtime for more than 1 1/2 hours - meal allowance	8.80

4. This variation shall take effect from the first full pay period to commence on or after 5 September 2003.

I. W. CAMBRIDGE, Commissioner.

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(136)

SERIAL C2319

**CLERICAL AND ADMINISTRATIVE EMPLOYEES (TUBEMAKERS
OF AUSTRALIA LIMITED, NEWCASTLE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union, industrial organisation of employees.

(No. IRC 4222 of 2003)

Before Commissioner Cambridge

1 September 2003

VARIATION

1. Delete paragraph (b) of subclause (x) of clause 1, Classification Structure and Salaries, of the award published 4 September 1998 (306 I.G. 479) and insert in lieu thereof:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2003. 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 (i) and (iii) of Table 1 - Salaries of Part B, Monetary Rates and insert in lieu thereof:

Table 1 - Salaries

(i) Adults:

Grade	Former Weekly Rate Pre SWC 2003 \$	SWC 2003 \$	Weekly Award Rate \$
Grade 5	627.50	17.00	644.50
Grade 4	566.90	17.00	583.90
Grade 3	525.20	17.00	542.20
Grade 2	491.50	17.00	508.50
Grade 1	470.60	17.00	487.60

(iii) Juniors

The minimum rates of salaries per 38-hour week for junior employees shall be:

- (a) Stenographer, comptometer operator, ledger posting or similar accounting machine operator, data processing machine operator, tabulating machine operator, computer operator, card punch machine operator, verifier operator:

Age	Former Weekly Rate \$	SWC 2003 %	Weekly Rate \$
At 17 years of age	233.30	3.2	240.75
At 18 years of age	287.25	3.2	296.45
At 19 years of age	328.45	3.2	338.95
At 20 years of age	387.85	3.2	400.25

- (b) All other junior employees:

Age	Former Weekly Rate \$	SWC 2003 %	Weekly Rate \$
Under 17 years	183.10	3.2	188.95
At 17 years of age	229.35	3.2	236.70
At 18 years of age	281.00	3.2	290.00
At 19 years of age	318.70	3.2	328.90
At 20 years of age	375.05	3.2	387.05

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

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	10(1)(a)	Shift clerks - rotating shifts	40.70
2	10(1)(a)	Shift clerks - additional shift allowance	26.80
3	10(1)(b)(i)	Day shift, night shift	40.70
4	10(1)(b)(ii)	Day shift, afternoon shift	34.40
5	10(1)(b)(iii)	Day shift, day shift, afternoon shift	34.40
6	10(1)(b)(iv)	Day shift, day shift, night shift	34.40
7	10(1)(c)	Junior shift clerks	40.70
8	10(1)(d)	Adult shift clerks working only afternoon and/or night shifts	54.50
9	10(3)	Afternoon or night shift - other shift system	16.20
10	14(4)(c)(ii)	Overtime for more than 1½ hours - meal allowance	8.80

4. This variation shall take effect from the first full pay period to commence on or after 5 September 2003.

I. W. CAMBRIDGE, Commissioner.

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(121)

SERIAL C2277

**CLERICAL AND ADMINISTRATIVE EMPLOYEES (ONESTEEL
MANUFACTURING PTY LTD) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, industrial organisation of employees.

(No. IRC 4221 of 2003)

Before Commissioner Cambridge

1 September 2003

VARIATION

1. Delete paragraph (b) of subclause (x) of clause 1, Classification Structure and Salaries, of the award published 4 September 1998 (306 I.G. 369), and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2003. 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 subclauses (i) and (iii) of Table 1 - Salaries, of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1 - Salaries

(i) Adults

Grade	Former Weekly Rate Pre SWC 2003 \$	SWC 2003 \$	Weekly Award Rate \$
5	627.50	17.00	644.50
4	566.90	17.00	583.90
3	525.20	17.00	542.20
2	491.50	17.00	508.50
1	470.60	17.00	487.60

(ii) Juniors - The minimum rates of salaries per 38-hour week for junior employees shall be:

- (a) Stenographer, comptometer operator, ledger posting or similar accounting machine operator, data processing machine operator, tabulating machine operator, computer operator, card punch machine operator, verifier operator -

Age	Former Weekly Rate \$	SWC 2003 %	Total Weekly Rate \$
At 17 years of age	233.30	3.2	240.75
At 18 years of age	287.25	3.2	296.45
At 19 years of age	328.45	3.2	338.95
At 20 years of age	387.85	3.2	400.25

- (b) All other junior employees -

Age	Former Weekly Rate \$	SWC 2003 %	Total Weekly Rate \$
Under 17 years of age	183.10	3.2	188.95
At 17 years of age	229.35	3.2	236.70
At 18 years of age	281.00	3.2	290.00
At 19 years of age	318.70	3.2	328.90
At 20 years of age	375.05	3.2	387.05

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

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	10(1)(a)	Shift clerks - rotating shifts	40.70
2	10(1)(a)	Shift clerks - additional shift allowance	26.80
3	10(1)(b)(i)	Day shift, night shift	40.70
4	10(1)(b)(ii)	Day shift, afternoon shift	34.40
5	10(1)(b)(iii)	Day shift, day shift, afternoon shift	34.40
6	10(1)(b)(iv)	Day shift, day shift, night shift	34.40
7	10(1)(c)	Junior shift clerks	40.70
8	10(1)(d)	Adult shift clerks working only afternoon and/or night shifts	54.50
9	10(3)	Afternoon or night shift - other shift system	16.20
10	14(4)(c)(ii)	Overtime for more than 1½ hours - meal allowance	8.80

4. This variation shall take effect from the first full pay period to commence on or after 5 September 2003.

I. W. CAMBRIDGE, Commissioner.

Printed by the authority of the Industrial Registrar.

(279)

SERIAL C2276

DENTAL ASSISTANTS AND SECRETARIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by N.S.W. Dental Assistants Association, industrial organisation of employees.

(No. IRC 4342 of 2003)

Before Commissioner Cambridge

29 August 2003

VARIATION

1. Delete subclause (ii) of clause 1, Salaries, of the award published 1 March 2002 (331 I.G. 845), 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 adjustment.
2. Delete paragraphs (a), (b) and (c) of subclause (iii) of the said clause 1 and insert in lieu thereof the following:
 - (iii)
 - (a) An employee who is the holder of a Certificate of Proficiency as a dental assistant and secretary issued by the N.S.W. Dental Assistants Association and/or the Dental Assistants' Association of Australia Inc., or by the Department of Technical and Further

Education shall be paid, in addition to their appropriate salary, the sum of \$24.50 per week. The employee shall be entitled to receive such additional sum as from the declaration by such candidate of the training course.

- (b) Any employee who has, in addition to their Certificate of Proficiency prescribed by paragraph (a) of this subclause, a Certificate of Proficiency in Dental Radiography, shall be paid the further amount of \$11.70 per week extra; provided that this amount is to be paid only where the employee is called upon to carry out work for which they would be qualified, being the holder of such certificate.
 - (c) Any employee who has in addition to their Certificate of Proficiency prescribed by paragraph (a) of this subclause, a Certificate of Proficiency in Oral Health Education, shall be paid the further amount of \$10.60 per week extra; provided that this amount is to be paid only where the employee is called upon to carry out work for which they would be qualified, being the holder of such certificate.
3. Delete subclause (ii) of clause 3, Hours, and insert in lieu thereof the following:
 - (ii) Any employee required to work on a Saturday as part of their ordinary hours of duty shall be paid \$11.30 in addition to their ordinary rate of pay.
 4. Delete subclause (iv) of clause 4, Overtime and Evening Meal Money, and insert in lieu thereof the following:
 - (iv) Employees required to work for more than one hour after their ordinary ceasing time, Monday to Friday inclusive, shall be paid not less than \$9.95 for evening meal money in addition to any overtime to which they may be entitled under the provisions herein before contained. If overtime exceeds five hours on any shift, a further meal allowance of the same amount shall be paid.
 5. Delete clause 17, Clothing, and insert in lieu thereof the following:

17. Clothing

If any employee is required to wear a uniform, the employer shall bear the expense of laundering the same; provided that where the uniforms are not laundered at the expense of the employer, an allowance of \$7.00 per week shall be paid to the employee.

6. Delete clause 23, First-aid Allowance, and insert in lieu thereof the following:

23. First-Aid Allowance

An employee who has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications, such as a certificate from the St. John Ambulance or similar body, shall be paid an allowance of \$7.85 per week, if the employee is appointed by an employer to perform first-aid duty.

7. Delete Table 1 - Salaries of Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

Monetary Rates

Table 1 - Salaries

Age	Former rate per week	Total rate per week effective 29.08.03
	\$	\$
At 16 years of age or under	181.40	187.75
At 17 years of age	209.50	216.85

At 18 years of age	241.95	250.40
At 19 years of age	281.80	291.65
At 20 years of age	321.35	332.60
At 21 years of age and over with less than one year's experience	413.40	431.40
At 21 years of age and over with more than one year's experience	416.70	434.70

8. This variation shall take effect from the first full pay period to commence on or after 29 August 2003.

I. W. CAMBRIDGE, Commissioner.

Printed by the authority of the Industrial Registrar.

(1559)

SERIAL C2278

CROWN EMPLOYEES (ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES - WAGES (STAFF) AWARD 2002

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Roads and Traffic Authority of New South Wales.

(No. IRC 3248 of 2003)

Before Commissioner Macdonald

3 July 2003

VARIATION

1. Delete paragraph 5.2.2 High Risk Money of subclause 5.2 Allowances, of clause 5, Payments of cause 1, Arrangement of the award published 19 July 2002 (335 I.G 266), and insert in lieu thereof the following:

5.2.2. Lead Paint Removal Allowance

2. Delete paragraph 2 of subclause 5.2 Allowances, of clause 5, Payments, and insert in lieu thereof the following:

5.2.2 Lead Paint Removal Allowance

Staff will be paid:

On an Hourly basis, as set out in Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, and

Only for the period of time when -

- (a) Staff are working on structures that are primed with lead based paint and

- (b) Performing any of the tasks listed below:

Abrading by hand or mechanical means.

Dry or wet blasting inside containment.

Grit recovery inside containment.

Bagging and packaging lead contaminated waste.

Cleaning filters and/or performing internal maintenance on dust extractors.

Setting up, operating and decommissioning the grit blaster (when using recycled materials), dust extractor and grit recovery unit.

Erecting previously used containment sheeting.

Removing and disposing of containment sheeting.

Flame cutting or welding on the structure.

Decontaminating and removing materials and equipment from within the confines of the containment.

Bagging and un-bagging of lead contaminated personal protection equipment and.

- (c) Fully comply with OH&S management plans and/or safe systems or work.

3. Delete the definition "High risk tasks Sydney Harbour Bridge maintenance " appearing in Appendix C - Glossary of Terms.
4. Delete 5.2.2(a) High Risk Money - Sydney Harbour Bridge Maintenance Staff of Table 2 - Other Rate and Allowances and insert in lieu thereof the following:

Clause No.	Description	Operative FFPP O/A 1/1/2003 \$	Operative FFPP O/A 1/7/2003 \$
5.2.2(a)	Lead Paint Removal Allowance	1.52	1.60

5. This variation shall take effect from the first full pay period commencing on or after 3 July 2003.

A. W. MACDONALD, Commissioner.

Printed by the authority of the Industrial Registrar.

(1201)

SERIAL C2329**PUBLIC HOSPITAL (TRAINING WAGE) (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Health Services Union, industrial organisation of employees.

(No. IRC 4759 of 2003)

Before Commissioner Bishop

13 October 2003

VARIATION

1. Delete subclause (e) of clause 8, Wages, of the award published 2 June 2000 (315 I.G. 1415), 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 2003. 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 - 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 industry/skill Level A.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	162.00 (50%) 189.00 (33%)	201.00 (33%) 227.00 (25%)	274.00
plus 1 year out of school	227.00	274.00	319.00
plus 2 years	274.00	319.00	371.00
plus 3 years	319.00	371.00	424.00
plus 4 years	371.00	424.00	
plus 5 years or more	424.00		

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

Table 2 - Industry/Skill Level B

Where the accredited training course 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	162.00 (50%) 189.00 (33%)	201.00 (33%) 227.00 (25%)	264.00
plus 1 year out of school	227.00	264.00	304.00
plus 2 years	264.00	304.00	357.00
plus 3 years	304.00	357.00	406.00
plus 4 years	357.00	406.00	
plus 5 years or more	406.00		

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

Table 3 - School Based Trainees

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based Traineeships Skill Levels A, B, and C	207.00	227.00

The average proportion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

- This variation shall take effect from the first full pay period to commence on or after 26 November 2003.

E. A. R. BISHOP, Commissioner.

Printed by the authority of the Industrial Registrar.

(281)

SERIAL C2316

DENTAL TECHNICIANS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Commercial Dental Laboratories Association, New South Wales Branch industrial organisation of employers.

(No. IRC 5474 of 2003)

Before Mr Deputy President Sams

10 October 2003

VARIATION

1. Delete subclause (v) of clause 6, Wages of the award published 19 January 2001 (321 I.G. 833) and insert in lieu thereof the following:
 - (v) The rates of pay in this award include the adjustments payable under the State Wage Case 2001, 2002 and 2003. 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	Former Rate	Rate effective first full pay period to commence on or after	Rate effective first full pay period to commence on or after	Rate effective first full pay period to commence on or after
----------------	-------------	--	--	--

		10 October 2003	10 April 2004	10 October 2004
Dental Technicians				
1st year	525.00	540.00	558.00	575.00
2nd year	549.00	564.00	582.00	599.00
3rd year	575.00	590.00	608.00	625.00

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Former Amount \$	New Amount \$
1	9(ii)	Meal Allowance	8.55	10.15

3. This variation shall take effect from the first full pay period commencing on or after 10 October 2003 and remain in force for a period of 12 months.

P. J. SAMS *D.P.*

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(374)

SERIAL C2342

NURSING HOMES PROFESSIONAL EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Health Services Union , industrial organisation of employees.

(No. IRC 5898 of 2003)

Before Commissioner McLeay

31 October 2003

VARIATION

1. Delete subclause 30.1 of clause 30, State Wage Case Adjustments, of the award published 19 January 2001 (321 I.G. 692), as varied, and insert in lieu thereof the following:

30.1 The rates of pay in this award include the adjustments payable under the State Wage Case of 2003. 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 - Salaries**

Classification	Current Rate Per week \$/week	SWC 2003 Adjustment \$/week	Wage Rate as from 1.11.2003 \$/week
Nurse Counsellor - 1st year of scale	581.50	17.00	598.50
2nd year of scale	604.40	17.00	621.40

3rd year of scale	635.70	17.00	652.70
4th year of scale	663.90	17.00	680.90
5th year of scale	697.00	17.00	714.00
6th year of scale	723.00	17.00	740.00
7th year of scale	749.00	15.00	764.00
8th year of scale	771.40	15.00	786.40
9th year of scale & thereafter	801.70	15.00	816.70
Dietician -			
1st year of scale	609.00	17.00	626.00
2 nd year of scale	639.80	17.00	565.80
3rd year of scale	676.60	17.00	693.60
4th year of scale	716.10	17.00	733.10
5th year of scale	754.90	15.00	769.90
6th year of scale	784.30	15.00	799.30
7th year of scale	806.30	15.00	821.30

Grade 1 -			
1st year of scale	859.40	15.00	874.40
2 nd year of scale	884.70	15.00	899.70
Physiotherapist, Occupational Therapist, Music Therapist, Speech Pathologist -			
1st year of scale	590.80	17.00	607.80
2 nd year of scale	609.00	17.00	626.00
3rd year of scale	639.80	17.00	656.80
4th year of scale	676.60	17.00	693.60
5th year of scale	716.10	17.00	733.10
6th year of scale	754.90	15.00	769.90
7th year of scale	784.30	15.00	799.30
8th year of scale & thereafter	806.30	15.00	821.30
Welfare Officers (State) -			
1st year of scale	514.70	17.00	531.70
2 nd year of scale	541.10	17.00	558.10
3rd year of scale	564.80	17.00	581.80
4th year of scale	586.90	17.00	603.90
5th year of scale	636.80	17.00	653.80
Adults - Grade 2 -			
1st year of scale	633.90	17.00	650.90
2 nd year of scale	657.30	17.00	674.30
Social Workers -			
1st year of scale	581.50	17.00	598.50
2 nd year of scale	604.40	17.00	621.40
3rd year of scale	635.70	17.00	652.70
4th year of scale	663.90	17.00	680.90
5th year of scale	697.00	17.00	714.00
6th year of scale	723.60	17.00	740.60
7th year of scale	749.00	15.00	764.00
8th year of scale	771.40	15.00	786.40
9th year of scale & thereafter	801.70	15.00	816.70

Table 2 - Allowances

Item No.	Clause No.	Allowance	Amount \$
1	3.3	Therapist in Charge Allowance	98.70 per week
2	6.2	Meal Allowance -	

		For breakfast when commencing overtime work at or before 6.00 a.m.	8.60
		For an evening meal when overtime is worked for at least one hour immediately following their normal ceasing time, exclusive of any meal break and extends beyond or is worked wholly after 7.00 p.m.	16.40
		For luncheon when overtime extends beyond 2.00 p.m. on Saturdays, Sundays, or holidays.	11.10
3		Uniform Allowance -	
	20.3	In lieu of supplying uniforms	1.70 per week
	20.4	In lieu of laundering uniforms	0.95 per week

4	21	Mileage Allowance - Motor Car: First 8,000 kilometres per year 1,600 cc and over Under 1600 cc	0.526 p/km 0.376 p/km
		Over 8,000 kilometres per year 1,600 cc and over Under 1600 cc	0.187 p/km 0.157 p/km
		Motor Cycle:	0.248 p/km

3. This variation shall take effect from the first pay period to commence on or after 1 November 2003.

J. McLEAY, Commissioner.

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(1036)

SERIAL C2337

STAEDTLER (PACIFIC) PTY LTD AWARD 1999

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 6155 of 2003)

Before The Honourable Justice Staunton

5 November 2003

VARIATION

1. Delete subclause (iv) of clause 4, Wages, of the award published 10 November 2000 (320 I.G. 172), and insert in lieu thereof the following:
 - (iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2003. 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 the second paragraph in clause 6, Overtime and insert in lieu thereof the following:

Reasonable Overtime

- (a) Subject to paragraph (b) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours, which are unreasonable.
- (c) For the purposes of paragraph (ii) what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;

- (iii) the needs of the workplace or enterprise;
- (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (v) any other relevant matter.

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

PART B

MONETARY RATES

Table 1 - Wages

Category	Level	SWC 2002 Weekly rate permanent amount** \$	Hourly rate permanent \$	Hourly rate casual * \$	SWC 2003 Adjustment \$	SWC 2003 Total weekly rate \$	Hourly rate permanent \$	Hourly rate casual \$
Setter Up Cat. 1	1	477.60	12.56843	15.65817	17.00	494.60	13.0158	16.2155
	2	490.10	12.89737	16.06797	17.00	507.10	13.3447	16.6253
	3	503.60	13.25264	16.51058	17.00	520.60	13.70	17.0679
Despatch Cat. 2	1	465.10	12.23948	15.24835	17.00	482.10	12.6868	15.8056
	2				17.00			
	3	489.00	12.86843	16.03192	17.00	506.00	13.3158	16.5893
All Other Machine Operator Cat. 4	1	438.10	11.52895	14.36315	17.00	455.10	11.9763	14.9204
	2	449.55	11.83027	14.73854	17.00	466.55	12.2776	15.2958
	3	461.00			17.00			
All Other Employees (Packer) Cat. 5	1	431.40	11.35264	14.14350	17.00	448.40	11.80	14.7008
	2	437.00	11.50000	14.32708	17.00	454.00	11.9474	14.8845
	3	448.50	11.80264	14.70412	17.00	465.50	12.25	15.2615

*Casual Rate + 15% plus 1/12 of Total/38 hour week

**Weekly Rate Permanent rounded to nearest 5 cents

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2002 Amount \$	SWC 2003 Amount \$
----------	------------	-------------------	-----------------------	-----------------------

1	4(iii)	Fork Lift Allowance	0.40 per hour 7.46 per week (max.)	0.41 per hour 7.70 per week (max)
2	12(iii)	Meal Money	8.30 per meal	8.55 per meal
3	21	First Aid	1.60 per day	1.65 per day

"Note": These allowances are contemporary for expense related allowances as at 30 March 2003 and the work related allowances are inclusive of adjustment in accordance with the May 2003 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 12 November 2003.

P. J. STAUNTON *J.*

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INDUSTRIAL GAZETTE

VOLUME 342

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Key to Abbreviations Used:

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

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