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CONTENTS

Vol. 341, Part 10

24 October 2003

Pages 800 - 878

	Page
Awards and Determinations	
Awards Made or Varied	
Boiling Down and By-Products (Cumberland) (Consolidated)	(ERR) 877
Breeding and Raising of Pigs, &c., Employees (State)	(VSW) 845
Button makers, (State)	(ERR) 878
Cotton Ginning, &c., Employees (State)	(VSW) 847
Cotton Growing Employees (State)	(VIRC) 849
Dairying Industry Employees (State)	(VSW) 852
Fish and Fish Marketing (State) Consolidated	(VSW) 854
Fruit Packing Houses Employees (State) Consolidated	(VSW) 856
Higher School Certificate and School Certificate Marking and Related Casual Employees Rates of Pay and Conditions	(VIRC) 873
Horticultural Industry (State) Consolidated	(VSW) 859
Iplex Pipelines Australia Pty Limited (Hobas Plant) Enterprise (State)	(AIRC) 803
Mushroom Industry Employees (State) Consolidated	(VSW) 861
Oyster Farms, &c. (State)	(VSW) 863
Poultry Farm Employees (State)	(VSW) 865
Poultry Industry Livestock (State)	(VSW) 867
Real Estate Industry (Clerical and Administrative) (State)	(AIRC) 820
Shop Employees (State)	(VSW) 874
Sugar Field Workers (State) Consolidated	(VSW) 869
Wine Industry Consolidated (State)	(VSW) 871
Practice Directions -	
Practice Direction No.12	800

SERIAL C2275

Industrial Relations Commission of New South Wales

PRACTICE DIRECTION No 12***Occupational Health and Safety Prosecutions - Standard Timetable and Directions***

Pursuant to Rule 89 of the Industrial Relations Commission Rules 1996

1. The purposes of this Practice Direction are to facilitate the effective case management of prosecutions brought before the Commission in Court Session (the Court) under the *Occupational Health and Safety Act 2000* by prescribing standard directions and timetables for such matters and, as far as practicable, to ensure that such matters are dealt with in an orderly and expeditious manner.
2. This Practice Direction shall come into force 14 days after publication in the Industrial Gazette.

On initiation of proceedings.

3. Upon an Order being made by the Court, the Prosecution shall forthwith serve on the Defendant the following documentation:
 - (i) a Certified Copy of the Order, a copy of the Application for an Order together with any supporting Affidavits;
 - (ii) a blank Notice of Appearance (Form 37);
 - (iii) a copy of this Practice Direction; and
 - (iv) an explanatory document advising the defendant of its obligations to file and serve a Notice of Appearance and the consequences of its failure to appear at the first Directions Hearing or otherwise in the proceedings.
4. The Defendant, or the Defendant's legal representative, is to file with the Industrial Registrar and serve on the Prosecution a Notice of Appearance within seven days of service of the Certified Copy of the Order and associated documentation.

Service of brief of evidence.

5.
 - (i) Where a Notice of Appearance has been filed and served on the Prosecution by the Defendant's legal representative, the Prosecution brief of evidence is to be served on the Defendant's legal representative within 14 days of service of the Notice of Appearance.
 - (ii) Service in accordance with sub-paragraph (i) may be effected by leaving it at the relevant legal practitioner's address for service or by sending it to that address by post, document exchange or, to the extent that the documents in the brief make it appropriate to do so, by facsimile or by sending it to the legal practitioner's email address for service by electronic communication.
 - (iii) Where no Notice of Appearance has been filed and served on the Prosecution or a Notice of Appearance has been filed and served but discloses no legal representative, the Prosecution brief of evidence is to be served on the defendant no later than seven days before the date of the first Directions Hearing before the Court.

Directions hearing.

6.

- (i) A matter is to be listed for its first Directions Hearing within six to eight weeks of the issue of an Order by the Court.
- (ii) Where a brief of evidence has been served in accordance with paragraph 5(i) of this Practice Direction the Defendant's legal representative should be (subject to paragraph 6(iii) and paragraph 6(iv)(b)) in a position at the first directions hearing to enter, or indicate to the Court the Defendant's intention to enter, a plea of not guilty or guilty.
- (iii) Where a defendant on proper grounds will not be able to enter a plea within four weeks of the service of the prosecution brief, the defendant must, at the first Directions Hearing:
 - (a) advise the date when the brief was received;
 - (b) specify how long it needs from the date of service of the brief to enter a plea;
 - (c) give reasons (or, if appropriate - for example, if there is an issue with the prosecution as to the adjournment sought - provide evidence by affidavit) for the time period sought if that period exceeds a total period of eight weeks from service of the prosecution brief; and
 - (d) undertake to ensure that all preliminary procedural matters (for example, the matters referred to in paragraph 6(iv)(b)) are attended to during any adjournment granted.

The Court will then determine the period of the adjournment, which will be no longer than 12 weeks from the date of the service of the prosecution brief.

- (iv) At the first Directions Hearing, where a brief of evidence has not been served or has been served and there are matters that need to be resolved prior to a plea being entered, the Court will make directions as follows as appropriate but not limited to:
 - (a) as to the service of the brief (if service remains outstanding);
 - (b) as to a timetable for requests or provision of particulars or other procedural matters (for example, expert evidence) that require resolution; and
 - (c) in respect of large and/or complex matters, as to future case management to ensure that the matter is dealt with as expeditiously as possible.

If required, the matter is to be listed for a second or third Directions Hearing at not greater than four-week intervals thereafter.

Entering of Plea.

7.

- (i) Prior to any third Directions Hearing, the Defendant must indicate to the Prosecution what plea it intends entering at the hearing of the matter unless an application has been made to the Court to vary the Standard Timetable.
- (ii) At the third Directions Hearing, subject to any order made by the Court on an application by the defendant, in the absence of a plea being entered, the matter will be referred for allocation to a Judge for hearing on the basis of a not guilty plea.

Plea of Guilty entered.

8.

- (i) Once the Court has allocated a hearing date for the plea of guilty, subject to the hearing date set and subject to sub-paragraph (iii) below the following timetable applies:
 - (a) any further evidence to be relied upon by the Prosecution together with a Statement of Facts (agreed if possible) is to be filed and served by the Prosecution no later than six weeks before the date appointed for the hearing of the plea.
 - (b) evidence to be relied upon by the Defendant is to be filed and served no later than three weeks before the date appointed for hearing of the plea.
 - (c) evidence in reply by the Prosecution is to be filed and served no later than one week before the date appointed for hearing of the plea.
- (ii) The above standard directions have been prepared on the basis that specific directions have been earlier made in respect of the service of expert evidence between the parties in preparation for the hearing of the plea. In the event that such directions have not been made either the Court or Registrar as appropriate, should be requested by the parties to modify the standard directions to ensure that expert evidence is served in a way that allows each party to obtain instructions on such evidence and, if appropriate, reply to such evidence before the allocated hearing date.
- (iii) Where a party objects to the Judge hearing the plea reading any particular document or class of documents prior to the hearing the Registrar shall be advised in writing of the objection with a copy of the subject letter being sent to the Judge's Associate and the document(s) shall either be returned to the relevant party or placed in the Court file in a sealed envelope.

Variation of Standard Directions.

9. Parties are at liberty to apply to the Registrar, or where the matter has been allocated to a Judge, the Judge to vary the Standard Directions.

Dated: 15 October 2003

F. L. WRIGHT *J, President*

IPLEX PIPELINES AUSTRALIA PTY LIMITED (HOBAS PLANT) ENTERPRISE (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 946 of 2003)

Before Commissioner Patterson

8 April 2003

AWARD

Arrangement

Clause No. Subject Matter

PART A

1. Terms of Employment
2. Anti-Discrimination
3. Consultation
4. Classifications
5. Hours
6. Operation of 38-Hour Week
7. Wages and Allowances
8. Shift Work Allowance for Shift Workers
9. Overtime
10. Sunday Work
11. Meal Times and Meal Allowance
12. Holidays
13. Annual Leave
14. Payment of Wages
15. General Conditions
16. Sick Leave
17. Personal/Carer's Leave
18. Rostered Day Off
19. Bereavement Leave
20. Technological Change
21. Redundancy
22. Long Service Leave
23. Attendance at Repatriation Centres
24. Attendance Blood Bank
25. Application of State Wage Cases
26. Accident Pay
27. Income Protection
28. Jury Service
29. Settlement of Disputes
30. Performance Payments System
31. Improvements During the Life of this Agreement
32. Exclusion of this Agreement
33. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Wage Rate

Table 2 - Others Rates and Allowances

APPENDIX A

Iplex Performance Payments System - Conditions

PART A

1. Terms of Employment

- (i) Iplex has a commitment towards employing a workforce of full time permanent team members supplemented by part-time, fixed term contract and casual team members, all established through the payroll, in order to meet operational requirements.

- (ii) Employment Practices

Recruitment procedures aim to ensure that selection for employment is based solely on merit, using fair and structured procedures and processes. These include:

Completing an "Application for Employment" form.

Assessing applicants' skills and ability to perform the requirements of the job.

Confirming previous employment history.

Assessing health to ensure applicant is suited to the job.

- (iii) Probationary Employment

A team member (other than a casual) recruited by Iplex shall be employed on a maximum of eight weeks probation. During the probationary period the team member will be required to successfully complete the Orientation Program. Following successful completion of the probationary period, team members will be confirmed as permanent, from the date of commencement of the probation period. Those who are not made permanent will have their probation employment terminated without eligibility to redundancy payments.

- (iv) Full Time Team Members

- (a) Full time team members are engaged and paid on a weekly basis and work an average of 38 hours per week.

- (b) Either party may terminate employment of a weekly employee by giving one week's notice in writing or making payment in lieu of notice. In cases of misconduct, an employee may be dismissed without notice.

- (c) Employees who fail to report for work without having given any reason for doing so, and fail to contact the company to advise the likely return to work, Iplex will consider that such employee has abandoned employment, and will take appropriate action.

- (d) In the event an employee terminate his/her employment, all company equipment is to be returned, and staff account paid before final payment can be calculated.

- (v) Fixed Term Team Members

Iplex may have the need to engage fixed term team members to meet customer requirements for seasonal work, special projects or events and known prolonged absences by full time team members.

Iplex may employ persons for these purposes for a mutually agreed period or project of a minimum of 2 months and a maximum of 12 months. Such team members are entitled to pro rata remuneration and conditions as provided in this Agreement based on the equivalent full time or part time position. At the conclusion of the employment period or project, the team members will be paid any outstanding entitlement but are not entitled to any redundancy payment. Fixed term team members shall be offered permanent employment at the conclusion of the employment period subject only to the availability of such employment.

(vi) Permanent Part Time Team Members

- (a) Persons available to work on a regular basis, less than 38 hours per week, but not less than 15 hours per week, may be engaged as part time team members. Each daily engagement shall not be less than 4 hours. Any hours to be worked between 30 and 38 hours per week shall be subject to Agreement between the team member and Iplex.
- (b) Permanent part time team members are entitled to pro rata remuneration and conditions (for hours worked), based on the equivalent full time position.
- (c) A full-time team member who wishes to convert to part-time employment shall be permitted to do so if Iplex agrees and subject to the conditions in this clause. If such a team member transfers from full-time to part-time employment all accrued Agreement conditions and legislative rights shall be maintained and employment shall be deemed to be continuous provided that no break in service occurs. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment in this Agreement.

(vii) Casual Team Members

Casual employee shall mean an employee engaged as such for a period of less than three months, with a further three-month extension being negotiated if plant loading requires. The level of casual labour, permanent part time or fixed term team members shall not exceed 40 per cent of the plant's manufacturing workforce. It can, however, be increased by agreement with the Union. The employment of a casual employee may be terminated by one hour's notice. Casual Team members will be offered permanent position on priority if vacancy arises.

(viii) Contractors

This Agreement does not apply to contractors. Contractors are defined as external organisations, persons or agency/temporary staff (not established on the Iplex payroll) who are contracted to provide specialist or specific contracting services to the business. Contractual arrangements of this nature usually have a short-term commercial viability and are not normally long-term arrangements.

Use of contractors will only occur where utilisation of on-site team members cannot deliver the same productive and cost efficient service arrangements and where the requirements of the business cannot be met by permanent team members working overtime or, if permanent team members are not available to work overtime, by casual team members working overtime.

- (ix) Deductions may be made from an employee's wages for time absent unless sanctioned by this award or permitted by the Company.
- (x) In the event the work of the factory being stopped by a breakdown of machinery or any other stoppage beyond the control of management, all weekly employees who present themselves for work shall be found work for that day or shall be paid one day's wages in lieu thereof. The Company may, when such breakdown or stoppages occur, give notice to the employees that their services shall not be required on the following day. The employees shall not be entitled to any further payment in respect of any further days on which they are out of employment by reason of such breakdown or stoppage. The employees, whenever possible, shall consider using their accumulated RDO's/Annual Leave on any further breakdown or stoppages that are beyond the control of the management.

- (xi) For the purpose of calculating service or continuity of employment in respect of long service leave, annual leave and/or sick leave payments under this award, any break of employment occasioned by the operation of subclause (x) of this clause shall be disregarded.
- (xii) Statement of Service - Upon request by an employee, the Company shall give an employee a signed statement of service upon termination. Such statement shall certify the period of commencing and ceasing employment and the class of work upon which the employee was employed.
- (xiii) The Company may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training.
- (xiv) When business demand declines, the employer may require the employee to stand down for a period of 2 full weeks, and a maximum of 4 full weeks without pay. This provision may only be used once per calendar year.
- (xv) Subclause 1 (xiv) will only be implemented after subclauses 13(iii), (iv) and 18 (f) are exhausted.
- (xvi) Employees will continue to co-operate with management in implementing various business improvements in accordance with continued safe work practices. This includes flexibility in work practices, housekeeping in both immediate work areas and the factory in general, adherence to procedures and waste minimization programs.

2. 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 provisions of the award which, by its terms or operations, has direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act* 1997, 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* 1997;
 - (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."

3. Consultation

- (i) A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise shall be established for consultation on matters affecting the efficiency and productivity of the enterprise.
- (ii) It is agreed that the Consultative Committee will remain in place after the date of effect of this award, to provide an ongoing communication forum within the organisation.
- (iii) The committee is committed to continually improving our operation through the ongoing implementation of the Continuous Improvement (CI) concept.
- (iv) The committee agrees to monitor the CI groups' results to establish benchmarks in the following areas, while allowing for performance measurement and the quantification of results as a basis for further quality and efficiency improvements:

Total Rejects.

In-Line Inspection.

Distribution and Packaging.

This statement should in no way be interpreted or used to limit the development of future CI projects.

During the term of this award the committee will maintain the current commitment to developing CI projects to resolve productivity problems identified by employees during the process analysis carried out by the Consultative Committee.

- (v) In addition to the above, all parties to the Award are committed to achieving productivity and quality improvements during the life of the Award. These will be achieved through a variety of consultative processes, education, and training programs. Future Awards made between the parties will be reflective of the site achievements through the efforts of all concerned.

4. Classification and Employment Arrangements

Employees will be paid at the highest classification for which they are skilled and accredited to perform.

5. Hours

- (i) Day Workers - The ordinary hours of labour, inclusive of meal times, shall be an average 38 per week over a full roster cycle and shall not exceed eight hours per day, Monday to Friday, inclusive, between the hours of 6.00am and 6.00pm.
- (ii) Shift Workers -
 - (a) The ordinary working hours of employees working on either a two-shift or three-shift roster system shall be an average of 38 per week over a full roster cycle; in each case the shifts shall be worked by rotation or fixed shifts not exceeding eight hours each.
 - (b) A 15-minute compulsory shift changeover shall be worked prior to the shift starting time. Payment for the shift changeover is to be paid at the appropriate penalty rate.
 - (c) A shift shall be known and shall be regarded as being wholly within the day upon which it commences even though part of such shift may carry over into the following day. Provided that, at the request of the employees concerned, the method of working shifts is changed so as to

provide for a commencement of the weekly shifts at or before midnight on a Sunday, only the time worked before midnight shall be paid at the rate of double time; provided further, that all ordinary time worked on a shift, the greater part of which falls on a Saturday, shall be paid for at the rate of time and one-half.

- (iii) An employee who has completed a period of work, including overtime, shall not recommence duty before at least nine and three-quarter hours have elapsed.

The provisions of this paragraph shall apply as if seven and three-quarter hours were substituted for nine and three-quarter hours when overtime is worked:

- (a) for the purpose of changing shift rosters; or
 - (b) where a shift worker does not report for duty; or
 - (c) where a shift is worked by arrangement between the employees themselves.
- (iv) The starting and finishing times of all employees when once fixed shall not be altered without seven days' notice to the employees concerned; provided that, by mutual agreement between the Company and the Union and/or the Union Delegate, the starting and finishing times may be altered without such notice being given.
- (v) The parties are committed to discuss the implementation of continuous seven-day operation should business needs demand it. The parties acknowledge this will include the modification of terms of this award inconsistent with a seven-day operation.
- (vi) **Make-up Time**
 - (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and work 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 an employee takes time off ordinary hours and work those hours at a later time), at the shift worker rate which would have been applicable to the hours taken off.
- (vii) **Working Off Site**
 - (a) Iplex, by agreement with the Union and the Team member/s, may from time to time request a Permanent Team Member/s to work in sites other than Hobas plant, ie, away from Sydney Metropolitan district. This is regarded as working off site.
 - (b) Iplex, will pay for all of the travelling, meals & accommodation expenses which incurred for such a duration.
 - (c) Team member/s who agreed to such duties shall be paid per day, the amount of wage that would have been received in respect of the ordinary time plus any allowances that would have been worked had the employee not been off site. The current overtime policy will apply after the normal 8 working hours per day.
 - (d) Iplex will pay the Team Member/s involved for the total travel time on weekdays at the normal current pay rate and total travel time on weekends at the appropriate overtime rate. Current overtime policy will apply to any hours worked on the top of the travel time.
 - (e) Team Member/s who agreed to such duties shall be entitled to 4 hours time in lieu for every full working day worked out of the Hobas site.

6. Operation of 38-Hour Week

- (i) The ordinary hours of work shall be an average of 38 hours per week as provided in clause 5, Hours.
- (ii) Circumstances may arise where roster cycles of varying lengths will apply to various groups or sections of employees in the plant or establishment concerned.

7. Wages and Allowances

- (i) Subject to the other provisions of this award, the minimum rate of pay for employees shall be the rate prescribed for the classification or class of work performed by such employee as set out in Table 1 - Wage Rates of Part B, Monetary Rates.
- (ii) Casual employees shall be paid at the rate fixed for the class of work they are called upon to do, plus 20 per cent.
- (iii) Any employee appointed to act as a first-aid attendant in addition to normal duties shall be paid an additional allowance per day or shift as set out in Item 1 of Table 2 - Other Rates and Allowances.
- (iv) Group Leader
 - (a) Group Leader shall mean an employee appointed as such whom, in addition to performing his/her normal work, has a specific responsibility for supervising the work of other employees.
 - (b) A Group Leader shall be paid not less than the highest rate of employees supervised and shall be paid the wage as set out in Classification 5 of the said Table 1.
- (v) Acting Team Leader - 2IC
 - (a) An Acting Team Leader shall mean an employee appointed on a shift basis to assume the basic responsibilities of a Team Leader as determined from time to time. The parties agreed that the definitions of "Team Leader" and "Acting Team Leader" will be subject to review at Consultative Committee level. Provided that any wage levels agreed for the aforementioned classifications shall be subsequently reflected in the Award.
 - (b) The committee agrees that, under the circumstances where the permanent Team Leader is not present and a replacement is not practical, the nominated employee will fill the position of Acting Team Leader. This will allow for the efficient use of the plant at all times while developing career paths.
 - (c) Acting Team Leader rate is an allowance as set out in Item 3 of the said Table 2. It shall be paid in addition to the Group Leader rate if applicable.
- (vi) Use of own vehicle - an employee required by the company to use their own vehicle on company business shall receive an allowance as set out in Item 8 of the Table 2 of Part B, monetary rates.

8. Shift Work Allowance

Adult shift workers whilst on afternoon shift shall be paid an allowance as set out in Item 4 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

Adult shift workers whilst on night shift shall be paid an allowance as set out in Item 5 of the said Table 2.

9. Overtime

- (i)
 - (a) All time worked in excess of the hours mentioned in clause 5, Hours, or outside the starting and finishing times prescribed therein shall be paid for the rate of time and one-half for the first two hours and double time for hours worked thereafter.

- (b) For Day workers to work from midnight and 6.00 am he/she shall be paid at the rate of double time for all time worked during the said period.
- (ii) An employee required to work overtime on Saturday and/or Sunday or on holidays, except in the case of breakdown, shall be given, where possible, at least three days' notice that he/she will be required to work.
- (iii) All overtime on a Saturday shall be paid for at overtime rates with a minimum payment of four hours at such rate, provided that such minimum payment shall not apply to overtime worked as a continuation of ordinary hours on a Friday.
- (iv) If after the end of the ordinary day's work, an employee is then informed of the requirement to work, the employee concerned shall be paid at the appropriate overtime rate for a minimum period of two hours.
- (v) If an employee is required to work overtime or an additional unrostered shift and finishes at a time where transport is not reasonably available the employer shall provide that employee with transport to the nearest public transport or to his/her home.

10. Sunday Work

All overtime worked on a Sunday shall be paid for at the rate of double time with a minimum payment of four hours at such rate.

11. Meal Times and Meal Allowance

- (i) Day workers shall be allowed not less than thirty minutes for a meal between 12 noon and 1.30pm.
- (ii) Shift workers shall be allowed twenty minutes for a paid meal break and 10 minutes for a paid tea break. Breaks shall be taken at times agreed between the employee and the Team Leader so as to minimise production interruptions.
- (iii) An employee required to work overtime one hour or more after the usual ceasing times shall be paid the rate prescribed in Item 6 of Table 2 - Other Rates and Allowances (Second Instalment), of Part B, Monetary Rates, for the first meal and again for a second meal if more than a further four hours overtime is worked. An employee shall be paid meal money if he/she works three or more hours overtime prior to normal starting time. Should an employee be notified of the intention of work overtime and then not be called upon to do so, that employee shall be paid the meal money rate prescribed by the said Item 6.
- (iv) A paid break of thirty minutes duration shall be allowed for each four hours of overtime worked if the employee continues to work after such break. Provided that if an employee is required to work four hours overtime immediately following the completion of a normal day's work he/she shall be allowed a meal break within two hours of the commencement of such overtime.

12. Holidays

The days upon which the holidays mentioned below are observed shall be holidays and shall be allowed without loss of pay, viz.:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day, together with any special holiday declared in the Sydney Metropolitan area, and the Picnic Day of the Australian Liquor, Hospitality and Miscellaneous Workers Union of Australia, New South Wales Branch, which shall be agreed upon to meet the requirements of the business.

All time worked on public holidays shall be paid at double time and one-half with a minimum payment of four hours at such rate.

13. Annual Leave

- (i) See *Annual Holidays Act 1944*.
- (ii) An annual leave loading of 20 per cent of the ordinary-time classification rate shall be paid where an employee proceeds on annual leave.
- (iii) When business demand declines, the employer may give one week's notice for an employee to take their annual leave. Notwithstanding the above, the employer will in the first instance require the employee to take their accumulated Rostered Day Off (RDO) first.
- (iv) The maximum time period for the taking of annual leave in relation to subclause 13(iii) above will be one full week in each calendar year and with a maximum of 2 occasions per calendar year.

14. Payment of Wages

- (i) Wages shall be paid weekly on a day fixed by the Company other than a Saturday, Sunday or holiday. All wages shall be paid by electronic funds transfer.
- (ii) Termination payments may be made by electronic funds transfer, cheque or cash, at the discretion of the Company.

15. General Conditions

All permanent employees shall be provided with all necessary protective clothing, footwear and safety accessories by the Company. Such clothing and equipment shall be cleaned, maintained, serviced and replaced by the Company. Use of mandatory items is a condition of employment.

16. Sick Leave

- (i) A permanent employee with not less than three months service shall be paid sick leave if unable to attend work for reason for personal illness or injury (excepting illness or injury for which there is an entitlement to workers' compensation) and notifies and provides satisfactory evidence that the absence was due to personal ill-health.
- (ii) A permanent employee shall be able to claim one day per calendar year Sick Leave without a Doctor's Certificate.
- (iii) An employee shall not be entitled during his/her first year of service with the employer to leave in excess of five days' working time.
- (iv) An employee shall not be entitled during the second and subsequent years with the employer to leave in excess of ten days' working time.
- (v) There Shall be Unlimited Accumulation of Untaken Sick Leave.

17. Personal/Carer's Leave

1. Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) of this clause, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in subclause 16.1, Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.

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

4. Time Off in Lieu of Payment for Overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employee within twelve (12) months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be paid 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 subclause 4(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be paid at the expiry of the twelve (12) month period or on termination.
- (d) Where no election is made in accordance with subclause 4(a), the employee shall be paid overtime rates in accordance with the award.

5. Make-Up Time

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

6. Rostered Days Off

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility and providing a reasonable opportunity for the union(s) to participate in negotiations.

18. Rostered Day Off

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- (d) Only one team member will be absent on a Rostered Day Off on any day. Accrual of RDOs will be made available up to 5 days.
- (e) Under special circumstances, an employee may elect, with the consent of the employer, to take a rostered day off at any time. Whenever possible, five working days notice should be given.

- (f) The employer may require the employee to take accumulated RDOs when business demand declines. Such RDOs will be a maximum of 5 days on any one occasion.

19. Bereavement Leave

- (i) An employee other than a casual employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subclause (iii) below.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in Clause 17, subparagraph (c)(ii), provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under Clause 17.2 Personal/Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

20. Technological Change

Notwithstanding the provisions of subclauses (i) and (ii) of Clause 1, Terms of Employment, where, on account of the introduction of proposed introduction by the Company of mechanisation or technological changes in the industry in which he/she is engaged, the Company terminates the employment of an employee who has been employed by the Company for the preceding 12 months, the employee shall be given three months notice of the termination of his/her employment. Provided that, if the Company fails to give such notice in full:

- (i) the employee shall be paid at the rate specified for the employee's ordinary classification in clause 7, Wages and Allowances, for a period equal to the difference between three months and the period of notice given, and
- (ii) the period of notice required by this subclause to be given shall be deemed to be service with the employer for the purpose of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of those Acts; and provided further that the right of the Company summarily to dismiss an employee for misconduct shall not be prejudiced by the fact that the employee has been give notice pursuant to this subclause of the termination of his/her employment.

When the Company gives to an employee notice of the termination of employment on account of the introduction or proposed introduction of mechanisation or technological changes, within 14 days thereafter he/she shall give notification in writing to the Secretary of the Australian Liquor, Hospitality and Miscellaneous Workers Union of Australia, New South Wales Branch, of that fact, stating the employee's name, address and usual occupation and the date when the employment terminated or will terminate in accordance with the notice given.

21. Redundancy

- (i) In the event the Company makes an employee redundant, the employee shall be entitled to receive 4 weeks pay in lieu of notice and 4 weeks pay for each year of service and part thereafter. Employees with fewer than one-year service will receive a minimum of 4 weeks severance pay. Prior to any such decision being taken, the Company shall consult with the employees and their Union.
- (ii) Permanent employees 50 years of age and older shall be entitled to an extra week's pay on top of the 4 weeks severance pay for every year of service.
- (iii) In addition all such affected employees shall be entitled to the nominated benefits as detailed:

- (a) Annual Leave: Accrued entitlement will be paid out (including pro-rata loading).
- (b) Long Service Leave: Pro-rata will be paid out after 1-year of service.
- (c) Superannuation: Paid in accordance with the Trust Deed of the Fund.
- (d) RDO : Accrued entitlement will be paid out.
- (e) Shift Worker: Redundant permanent employees who work shift work will receive an additional \$288.75 (plus any pay increase in the life of this award) severance payment for each year of service. Provided that any pro-rata of service will count as one completed year of service for the purpose of calculating the entitlement.

Employee Assistance:

Outplacement will be made available via an agreed provider.

Consideration for Vacancies at Other Iplex/Crane Sites.

22. Long Service Leave

See *Long Service Leave Act 1955*.

23. Attendance at Repatriation Centres

Employees, being ex-service personnel, shall be allowed, as time worked, lost time incurred whilst attending repatriation centres of medical examination and/or treatment. Provided that -

- (i) Such lost time does not exceed eight hours on each occasion.
- (ii) Payment shall be limited to the difference between ordinary wages rates for time lost and any payment received from the Repatriation Department as a result of each such visit.
- (iii) The provisions of this clause will apply to a maximum of four such attendances in any one year of service with an employer.
- (iv) The employee produces evidence satisfactory to the Company that he/she is required to, and subsequently does, attend a repatriation centre.

24. Attendance Blood Bank

- (i) Normal Blood Donor - for every quarter the Donor is entitled to have time pay to attend such an occasion, but shall not exceed 8 hours on each time.
- (ii) Special Donor - the Donor is Entitled to Have Time Pay to Attend Such an Occasion on Each Month, But Shall Not Exceed 8 Hours on Each Time.

25. Application of State Wage Cases

There will be no extra claims during the life of this award, except when a decision varying wages and other award provisions is handed down by the Industrial Relations Commission of New South Wales flowing from a decision of the Australian Industrial Relations Commission in a National Wage Case which is of general application.

26. Accident Pay

Employees absent from work and in receipt of workers' compensation shall be paid by the Company, in addition to any workers' compensation they will receive in accordance with the *Workers' Compensation Act 1987* or other relevant legislation, a subsidy of an amount to increase the workers' compensation payment received to the worker's weekly wage for a maximum period of 26 weeks.

27. Income Protection

The Company will provide Income Protection insurance for a maximum period of 26 weeks. During the first 2 weeks, the employees will not receive their Income Protection, but may utilise their sick leave, annual leave or accrued Rostered Days Off.

28. Jury Service

- (i) An employee required to attend for jury service during ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage that would have been received in respect of the ordinary time plus any allowances that would have been worked had the employee not been on jury service.
- (ii) An employee shall notify the company as soon as possible of the date upon which he/she is required to attend for jury service. Further, the employee shall give the company proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

29. Settlement of Disputes

Objective - To promote the resolution of disputes by measures based on consultation, co-ordination and discussion; to reduce the level of industrial confrontation; and to avoid interruption to the performance of work and consequential loss of production wages.

Group Rules -

- (1) There shall be commitment by the parties to achieve adherence to this procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.
- (2) Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.
- (3) Sensible times shall be allowed for the completion of the various stages of the discussions.
- (4) Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Industrial Relations Commission of New South Wales for assistance in resolving the dispute.
- (5) In order to allow for the peaceful resolution of grievances the parties shall be committed to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work while the procedures of negotiation and conciliation are being followed.
- (6) The Company shall ensure that all practices applied during the operation of the procedures are in accordance with safe working practices and consistent with established custom and practice at the workplace.

Procedure -

- (1) An employee or group of employees who wish to raise any matter in which they are directly concerned will, in the first instance, discuss it with the appropriate Team Leader/Shift Manager.
- (2) If unresolved, the employee/s have the right to approach the next appropriate level of management.
- (3) If the employee/s are then not satisfied, they may consult the union delegate.

- (4) If the matter is still unresolved, the employee, Union or Team Leader/Shift Manager will report the matter to the appropriate Manager who, if he/she cannot resolve it, will discuss the matter with the appropriate union delegate and the employee's concerned.
- (5) If the matter cannot be settled in the manner outlined above, the union delegate may report the matter to the appropriate union official. The union official may then make formal representation to the Production Manager.
- (6) If the above fails, the matter will be referred to the Industrial Relations Commission of New South Wales.

30. Performance Payments System

To encourage performance improvements and allow employees to benefit from improvements to which they contribute, a performance payments system will operate from the commencement of this award. KPIs (Key Performance Indicators) will be discussed and agreed by the parties such that benchmarks are set for the calculation of the Performance Bonus. The mechanism of calculating these KPIs will be fully explained before they are implemented. After the implementation, these KPIs will be reviewed after six months. The objective is to make sure the targets of these KPIs are achievable.

If these KPIs are achieved in each quarter, a bonus of 1% of the operator's quarter base pay will be paid as a lump sum. The details of these KPIs and benchmarks are defined in Appendix A.

31. Improvements During the Life of This Agreement

All parties are committed to achieving productivity and quality improvements during the life of the Enterprise Award. The parties are committed to this process for future negotiations concerning the Iplex site.

Finally, the parties to this Award recognise that should additional training be needed and additional skills result the current classification structure and rates of pay will need to be reviewed. In such circumstances the Union reserves the right to pursue these issues with the Company at the appropriate time.

32. Exclusion of This Agreement

To the extent that this Award is silent the Plastic Moulding, &c. (State) Award published 2 November 2001 (329 I.G. 83) as varied shall apply.

33. Area, Incidence and Duration

This Award shall apply to all employees of the classes mentioned herein, employed by Iplex Pipelines Australia Pty. Limited at its plant in 1 Devon Street, Rosehill, engaged in the production of centrifugally cast, resin-bonded, fibre-reinforced pipes.

This award rescinds and replaces the Iplex Pipelines Australia Pty Ltd Enterprise (State) Award published 27 September 2002 (336.I.G.518).

This award shall take effect from the beginning of the first full pay period on or after 12 December 2002 and shall remain in force until 11 December 2004.

The parties to this award:

- (i) Iplex Pipelines Australia Pty. Limited (Hobas Plant) at its plant in Devon Street Rosehill.
- (ii) Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch.

PART B

MONETARY RATES**Table 1- Wage Rates**

Classification		Former Rate of Pay per week	Rate of pay per week (from first pay period commencing on or after 12/12/02 \$	Rate of pay per week (from first pay period commencing on or after 12/12/03) \$
1	Dispatch Hand	569.88	591.54	614.01
2	Pipe Finishing hand	569.88	591.54	614.01
3	Coupling Winder Operator	582.57	604.71	627.69
4	Pipe Feeder Operator w/Stamp	613.71	637.03	661.24
5	Group Leader	645.12	669.63	695.08
6	Q. A. Inspector	685.50	711.55	738.59
7	Process Technician Grade 1	713.45	740.56	768.70
8	Process Technician Grade 2	769.52	789.76	829.11

Table 2- Other Rates and Allowances

Item No	Clause No	Description	Former Allowance Rates \$	Allowance rate (from first pay period commencing on or after 12/12/02) \$	Allowance rate (from first pay period commencing on or after 12/12/03) \$
1	7 (iii)	First aid (per week)	18.95	19.67	20.42
2		Group leader (per week)	31.35	32.54	33.78
3	7(vi)(c)	2IC (per shift)	23.25	24.13	25.05
4	8	Afternoon shift (per shift)	20.30	21.07	21.87
5	8	Night shift (per shift)	34.85	36.17	37.55
6	11(iii)	Meal Money (per meal)	7.30	7.58	7.87
7		Stamp (per week)	25.90	26.88	27.91
8	7(vi)	Own Vehicle Allowance	0.52	0.54	0.56

APPENDIX A**Iplex Performance Payments System - Conditions**

- The aim of the performance payments systems is to encourage performance improvements and allow employees to benefit from improvements to which they contribute. Payments will be made in accordance with the attached Iplex Performance Payments' matrix attached. Provided that payments to employees arising from this system shall not be paid in circumstances of any strike or bans imposed by employees.

The following KPIs are agreed:

- A20 Feeder Output - We will measure the number of pipes output from the A20 Feeder by making use of the computer model which has been demonstrated to & agreed by all of the Feeder Operators.

- (b) Scrap Rate - It is to be reduced from the current average of 10.5% by 10% to 9.45%. The Scrap rate is a measure of cut back of pipes and scrap pipes. Pipes due to QA tests and downgraded pipes are not included in the calculation.
 - (c) Lost Time Injury (LTI) - We try to aim for no LTI for each quarter. If we have 1-2 days of LTI the bonus will be halved and if the LTI is greater than 2 days, no Bonus will be paid.
2. Employees entitled to performance payments are all weekly paid employees covered by this Award (this includes casual employees).
- Any employee who has more than 5 days leave without pay in a month will not have an entitlement to a performance payment.
- New employees must be employed for a full calendar month in order to have an entitlement to a payment.
- Everyone receives the same payment regardless of their position, any paid absences, skill levels, etc.
3. Pro-rata payments will be made only in cases of raw material unavailability.
4. Payments (for improvements achieved) will be paid during the following month.
5. The Consultative Committee will review the operation of the performance payments system at 3 monthly intervals or more often if there is a clear need for amendment.
6. The parties agree technology changes in the Iplex operation will require review of the Performance Payments System. Any alteration made as a result of technology changes would have the intent of maintaining the status quo.

R. J. PATTERSON, Commissioner.

Printed by the authority of the Industrial Registrar.

(1609)

SERIAL C0986

REAL ESTATE INDUSTRY (CLERICAL AND ADMINISTRATIVE) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Real Estate Employers' Federation of NSW, industrial organisation of employers.

(No. IRC 4412 of 1999)

Before Commissioner Neal

21 December 2001

AWARD

PART A

CONDITIONS**1. Arrangement**

Clause No.	Subject Matter
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PART A**CONDITIONS**

1. Arrangement
2. Anti-Discrimination
3. Definitions
4. Terms of Engagement
5. Classification Structure and Wages
6. Hours
7. Ordinary Hours on Saturday and Sunday
8. Overtime
9. Casual and Part-time Employees
10. Public Holidays
11. Meal Break
12. Payment of Wages
13. Meal Allowance
14. Time Off in lieu of Payment for Overtime
15. Higher Duties
16. Finishing at Night
17. Travelling Expenses
18. Uniforms
19. First-aid Allowance
20. Annual Leave
21. Annual Leave Loadings
22. Long Service Leave
23. Sick Leave
24. Personal/Carer's Leave
25. Bereavement Leave
26. Parental Leave
27. Jury Service
28. Superannuation
29. Workers' Compensation
30. Occupational Health and Safety
31. Award Display
32. Labour Flexibility
33. Training
34. Redundancy
35. Exemptions
36. Dispute Avoidance and Grievance Procedure
37. Notice-Board
38. Right of Entry
39. Savings Clause
40. Area, Incidence and Duration

PART B**MONETARY RATES**

Table 1 - Wages

Table 2 - Other Rates and Allowances

2. Anti-Discrimination

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

NOTES

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act* 1997 provides:

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

3. Definitions

"Casual employee" shall mean an employee as defined in clause 9, Casual and Part-time Employees.

"Employer" shall mean real estate agent, stock and station agent, business agent, strata management agent, builder, property developer or auctioneer.

"Part-time employee" shall mean an employee as defined in the said clause 9.

"Union" shall mean the Federated Clerks' Union of Australia, New South Wales Branch.

4. Terms of Engagement

- (a) Except in respect of casual employees, employment shall be on a full-time or part-time basis.
- (b) An employee, other than a casual, must give one week's notice in writing to the employer of the intention to terminate his/her services. In the event that notice is not so given, the employee shall forfeit one week's salary.

- (c) The employer may terminate the employment of a full-time or part-time employee by giving the notice (or payment of salary in lieu of notice) referred to in the following table:

Employee's Period of Continuous Service	Minimum Period of Notice
Not more than 1 year	1 week
More than 1 year but less than 3 years	2 weeks
More than 3 years but less than 5 years	3 weeks
More than 5 years	4 weeks

If the employee is 45 years of age or older and has been employed by the employer for at least two years, the employee shall be entitled to an additional one week's notice (or payment of salary in lieu of notice).

- (d) Notwithstanding the provisions of subclause (c) herein, the employer may dismiss an employee for misconduct, in which case the employee shall be paid up to the time of dismissal only.
- (e) All salary, expenses, payment under the *Annual Holidays Act 1944* (NSW), payment of annual holidays loading and payment under the *Long Service Leave Act 1955* (NSW) which are due and payable shall be paid to the employee within three working days of termination of employment.
- (f) An employee shall apply himself/herself to the work directed to be done by the employer and the employee shall personally attend at such place and at such times as the employer may reasonably require. If the employee is unable to attend work and it is possible for him/her to notify the employer, he/she shall forthwith do so. The employee shall give such evidence for his/her inability to attend as the employer may reasonably require.
- (g) All listings, documents and records used in the employer's business shall remain the property of the employer.
- (h) Except in the proper course of his/her duties, an employee shall not, during the term of employment or after its termination, disclose or use any confidential information of or about the employer, its clients or suppliers to any other person, business or company except for the purposes of obtaining professional advice from a legal representative or to comply with the requirements of law.
- (i) For the purpose of this clause, "confidential information" shall include, but is not limited to, any of the following information of the employer whether described or contained in a written, tangible, electronic or oral form:
- (i) past or current customer or client lists; or
 - (ii) lists of properties managed by the employer on behalf of owners; or
 - (iii) inventions, designs, methodologies, structures, discoveries, ideas, concepts, charge out rates, lists of suppliers.

5. Classification Structure and Wages

- (a) Grades - All adult employees shall be graded in one of the following grades and informed accordingly in writing within 14 days of appointment to the position held by the employee and subsequent graded positions.
- (b) An employee shall be graded in the grade where the principal function of his/her employment, as determined by the employer, is of a clerical nature and is described in subclauses (c) to (g) of this clause.
- (c) A Grade 1 position is described as follows:
- (i) The employee may work under direct supervision with regular checking of progress.
 - (ii) An employee at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.

- (iii) Usually, work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.

Indicative tasks of a Grade 1 position are:

Unit	Element
Information-handling	Receive and distribute incoming mail Receive and dispatch outgoing mail Collate and dispatch documents for bulk mailing File and retrieve documents
Communication	Receive and relay oral and written messages Complete simple forms
Enterprise	Identify key functions and personnel Apply office procedures
Technology	Operate office equipment appropriate to the tasks to be completed Open computer file, retrieve and copy data Close files
Organisational	Plan and organise a personal daily work routine
Team	Complete allocated tasks
Business Financial	Record petty cash transactions Prepare banking documents Prepare business source documents

- (d) A Grade 2 position is described as follows:

- (i) The employee may work under routine supervision with intermittent checking.
- (ii) An employee at this grade applies knowledge and skills to a range of tasks. The choice of actions required is usually clear, with limited complexity in the choice.
- (iii) Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision-making.

Indicative tasks of a Grade 2 position are:

Unit	Element
Information-handling	Update and modify existing organisational records Remove inactive files Copy data on to standard forms
Communication	Respond to incoming telephone calls Make telephone calls Draft simple correspondence
Enterprise	Provide information from own function area Re-direct inquiries and/or take appropriate follow-up action Greet visitors and attend to their needs
Technology	Operate equipment Identify and/or rectify minor faults in equipment Edit and save information Produce document from written text using standard format Shut down equipment
Organisational	Organise own work schedule Know roles and functions of other employees
Team	Participate in identifying tasks for team Complete own tasks

	Assist others to complete tasks
Business Financial	Reconcile invoices for payment to creditors Prepare statements for debtors Enter payment summaries into journals Post journals to ledger

(e) A Grade 3 position is described as follows:

- (i) The employee may work under limited supervision with checking related to overall progress.
- (ii) An employee at this grade may be responsible for the work of others and may be required to co-ordinate such work.
- (iii) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. Usually work will be performed within routines, methods and procedures where some discretion and judgement is required.

Indicative tasks of a Grade 3 position are:

Unit	Element
Information-handling	Prepare new files Identify and process inactive files Record documentation movements
Communication	Respond to telephone, oral and written requests for information Draft routine correspondence. Handle sensitive inquiries with tact and discretion
Enterprise	Clarify specific needs of client/other employees Provide information and advice Follow-up on client/employee needs Clarify the nature of a verbal message Identify options for resolution and act accordingly

Technology	Maintain equipment Train others in the use of office equipment Select appropriate media Establish document structure Produce documents
Organisational	Co-ordinate own work routine with others Make and record appointments on behalf of others Make travel and accommodation bookings in line with given itinerary
Team	Clarify tasks to achieve group goals Negotiate allocation of tasks Monitor own completion of allocated tasks
Business Financial	Reconcile accounts to balance Prepare bank reconciliations Document and lodge takings at bank Receive and document payment/takings Dispatch statements to debtors Follow up and record outstanding accounts Dispatch payments to creditors Maintain stock control records

(f) A Grade 4 position is described as follows:

- (i) The employee may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.
- (ii) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex
- (iii) An employee at this grade applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.

Indicative tasks of a Grade 4 position are:

Unit	Element
Information-handling	Categorise files Ensure efficient distribution of files and records Maintain security of filing system Train others in the operation of the filing system Compile report Identify information source(s) inside and outside the organisation
Communication	Receive and process a request for information Identify information source(s) Compose report/correspondence
Enterprise	Provide information on current service provision and resource allocation within area of responsibility Identify trends in client requirements
Technology	Maintain storage media Devise and maintain filing system Set printer for document requirements when various set ups are available Design document format Assist and train network users Shut down network equipment

Organisational	Manage diary on behalf of others Assist with appointment preparation and follow up for others Organise business itinerary Make meeting arrangements Record minutes of meeting Identify credit facilities Prepare content of documentation for meetings
Team	Plan work for the team Allocate tasks to members of the team Provide training for team members
Business Financial	Prepare financial reports Draft financial forecasts/budgets Undertake and document costing procedures

(g) A Grade 5 position is described as follows:

- (i) The employee may be supervised by professional staff and may be responsible for the planning and management of the work of others.
- (ii) An employee at this grade applies knowledge with substantial depth in some areas, and a range of skills which may be varied or highly specific. The employee may receive assistance with specific problems.

- (iii) An employee at this grade applies knowledge and skills independently and non-routinely. Judgement and initiative are required.

Indicative tasks of a Grade 5 position are:

Unit	Element
Information-handling	Implement new/improved system Update incoming publications Circulate publications Identify information source(s) inside and outside the organisation
Communication	Obtain data from external sources Produce report Identify need for documents and/or research
Enterprise	Assist with the development of options for future strategies Assist with planning to match future requirements with resource allocation
Technology	Establish and maintain a small network Identify document requirements Determine presentation and format of document and produce it
Organisational	Organise meetings Plan and organise conference
Team	Draft job vacancy advertisement Assist in the selection of staff Plan and allocate work for the team Monitor team performance Organise training for team
Business Financial	Administer PAYE salary records Process payment of wages and salaries Prepare payroll data

- (h) Adults

The minimum rates of wages per week for adult employees shall be the rate of wage as set out in Table 1 - Wages, of Part B, Monetary Rates.

- (i) Juniors

The minimum rates of wages per week for junior employees shall be as set out in (ii) of Table 1 - Wages, of Part B, Monetary Rates.

Junior rates shall be calculated to the nearest five cents and any part of five cents not exceeding half of five cents is to be disregarded.

- (j) Casual Employees

Casual employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by 38 or by the number of ordinary hours worked by clerical employees, other than casual and part-time employees, in the establishment, whichever is the lesser, plus 20 per cent, with a minimum payment of three hours' work at the appropriate rate.

- (k) Part-time Employees

Part-time employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by:

- (i) 38; or
- (ii) the number of hours worked by full-time clerical employees in the section or department in which such person is employed, whichever is the lesser.

(l) List of Employees Graded

An employer shall keep a list of employees and the grade in which they are employed pursuant to subclause (a) of this clause, and each employee shall be notified in writing within 14 days of appointment to that and subsequent graded positions.

(m) State Wage Case Adjustment

The rates in this award include the adjustments payable under the State Wage Case of June 2001. These adjustments may be set off against:

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

6. Hours

(a) Full-time Employees

The ordinary hours of work for full-time employees shall be a maximum of 38 per week worked over no more than 5½ days in any seven-day period or 76 hours worked over no more than 12 days in any 14-day period. Meal breaks will not be regarded as time worked. The daily ordinary hours shall be worked between 7.00 am to 7.00 pm and shall not exceed ten per day.

(b) Casual Employees

The spread of ordinary hours of work shall be the same as those worked by full-time employees in the establishment concerned. Where there are no such full-time employees, the spread of ordinary hours of work shall be those prescribed by subclause (a) of this clause.

(c) Part-time Employees

The spread of ordinary hours of work, exclusive of meal times, shall be the same as those prescribed for full-time employees, but shall not, in any case, be less than three hours per day. Where there are no such full-time employees, the spread of ordinary hours of work shall be those prescribed by subclause (a) of this clause.

7. Ordinary Hours on Saturday & Sunday

- (a) All ordinary hours worked on Saturday shall be paid for at the rate of time and one quarter.
- (b) All ordinary hours worked on Sunday shall be paid at the rate of time and one half.

8. Overtime

- (a) "Overtime hours" means all hours worked outside the ordinary hours of work prescribed by clause 6, Hours, of this award.
- (b) Employees will be allowed to adjust their hours of work from day to day with the prior consent of their employer.
- (c) Hours worked in excess of those prescribed by subclause (a) of the said clause 6 may be treated in one of the following ways:

- (i) paid to the employee at 1.5 times the hourly rate of pay for the first two hours and 2 times the hourly rate of pay thereafter as an overtime payment; or
- (ii) accrued (or banked) as time to be taken off in lieu of overtime as prescribed in clause 14 of this award.

9. Casual and Part-time Employees

- (a) "Casual employee" shall mean an employee who is engaged and paid as such, whose spread of ordinary hours shall be as set out in subclause (b) of clause 6, Hours, and whose rate of pay shall be calculated pursuant to subclause (j) of clause 5, Classification Structure and Wages.
- (b) "Part-time employee"
 - (i) A part-time employee shall mean an employee who is employed to work regular days and regular hours, either of which are less than the number of days or hours worked by full-time clerical employees employed by the employer, but such hours shall not be less than three per day.
 - (ii) The spread of ordinary hours of work of part-time employees shall be as set out in subclause (c) of the said clause 6, and their rate of pay shall be calculated pursuant to subclause (k) of the said clause 5.
 - (iii) Notwithstanding anything elsewhere contained in this award, the provisions of this award with respect to annual leave, annual leave loading, sick leave, jury service, bereavement leave, maternity leave and holidays shall apply to part-time employees on a pro rata basis for each employee in proportion to the ordinary hours worked by full-time clerical employees in the section or department in which the part-time employee is employed.

10. Public Holidays

- (a) The following days shall be observed as holidays, namely, New Year's Day, Australia Day, Anzac Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other holiday which may, from time to time, be proclaimed for the State New South Wales. However, an employee may decline at his or her discretion to work on Good Friday, 25 April and 25 December.

Employees shall also be entitled to either:

- (i) Any public holiday proclaimed for a particular locality in NSW (in respect only to employees in that locality); or
 - (ii) One additional day as a holiday in each calendar year. Such additional holiday shall be observed on the day when the majority of employees in an establishment observe a day as an additional holiday or on another day mutually agreed between the employer and employee. The additional holiday is not cumulative and must be taken within each calendar year.
- (b) An employee who works at the specific direction of the employer on one of the days specified in subclause (a) of this clause shall be paid at the rate of double time and one half for hours so worked with a minimum payment for four hours' work.
 - (c) No deductions shall be made from the wages of full-time or part-time employees for the week in which any of the holidays referred to in subclause (a) of this clause fall.
 - (d) Where an employee is absent from the employee's employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday.

11. Meal Break

- (a) Employees shall be entitled to an unpaid meal break of not less than 30 minutes or more than one hour after the completion of at least five hours' continuous work on any one day. The employer may direct an employee to take a meal break at a time suitable to the employer between the hours of 11.00 am to 2.30 pm. The meal break shall not be taken as time worked.
- (b) Notwithstanding the above, where a part-time or casual employee is engaged to work no more than six hours per day, the employee may work up to six hours without a meal break. An employee engaged to work five hours or less in any one day shall have no entitlement to any meal break.

12. Payment of Wages

- (a) Wages shall be paid weekly or fortnightly. Prior to its introduction the employer should discuss the implementation of fortnightly pay with the employees.
- (b) Overtime shall be paid within a week from the pay day succeeding the day or days on which such overtime becomes due. Provided that, where wages are paid fortnightly, overtime shall be paid within a fortnight from the pay day succeeding the day or days on which such overtime became due.
- (c) Where an employee is required to wait beyond the employee's ordinary ceasing time for payment of weekly or fortnightly wages or termination payment and such waiting time exceeds fifteen minutes, the employee shall be paid at ordinary rates for the full period during which such employee is required to wait, except where such waiting time is occasioned by reasons beyond the control of the employer.
- (d) Wages shall be paid in cash, by cheque or electronic funds transfer.

13. Meal Allowance

An employee working overtime shall be paid a meal allowance in any of the following circumstances:

- (a) When required to work beyond 7.00 pm. - an amount set in Item 2, Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (b) If overtime continues beyond 9.00 pm. - a further amount as set in the said Item 2.
- (c) Where the union agrees, an employer may supply his employees with a suitable meal in which case the allowance set out in paragraphs (a) and (b) of this subclause shall not be payable.
- (d) Meal allowances shall be paid not later than the next succeeding working day, except by mutual agreement.

14. 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 subclause (a) above, 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 subclause (a) above, the employee shall be paid overtime rates in accordance with the award.

Notation:

- (i) Section 129 of the *Industrial Relations Act* 1996 requires that an employer must keep records of remuneration paid and hours worked by employees.

- (ii) This award contains a number of other provisions in clause 24, Personal/Carer's Leave.

15. Higher Duties

An employee, whilst called upon to perform any of the duties set out in subclauses (c), (d), (e), (f) or (g) of clause 5, Classification Structure and Wages, in the absence of the employee normally exercising such duties or whilst called upon to perform such duties on a temporary basis, shall be paid at least the rate which would be applicable if such duties were performed on a permanent basis; provided that this clause shall not apply when the time period is of less than one day's duration.

16. Finishing at Night

When an employee working overtime finishes work at a time when the usual means of transport are not available, then the employer shall:

- (a) provide transport or shall pay the employee at his/her ordinary rate for the time occupied in reaching home; or
- (b) pay the employee any additional outlay incurred in reaching his/her home by reasonable means of transport.

17. Travelling Expenses

- (a) When an employee, in the course of his/her duty, is required to go to any place away from his/her usual place of employment, he/she shall be paid all reasonable expenses actually incurred.
- (b) When an employee, in the course of his/her duty, is required other than in ordinary working hours to go to any place away from his/her usual place of employment, he/she shall be paid all reasonable expenses actually incurred and in addition shall be paid at the ordinary rates for half of any time occupied in travelling outside ordinary working hours which is in excess of the time normally occupied by him/her in travelling from his/her home to his/her usual place of employment.
- (c) Any employee required to provide a motor car shall be paid the amount extra per week as set in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, extra per week.
- (d) Where an employee is required to use his/her motor car by his/her employer on a casual or incidental basis, he/she shall be paid an amount as set in Item 4 of the said Table 2 per kilometre travelled, during such use.
- (e) If the employer provides a vehicle, he/she shall pay the whole of the cost of the upkeep, registration, insurance, maintenance and running expenses.

18. Uniforms

In any establishment where an employee is required or encouraged by the employer to wear a distinctive uniform, coat, overall or dress, or where the nature of the work performed by the employee requires the provision of protective clothing, the same shall be supplied by the employer, free of charge, to the employee. Such uniform or other clothing shall remain the property of the employer and the current issue thereof shall be returned to the employer in the event of the termination of the employment.

19. 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's Ambulance or similar body, shall be paid an allowance as set in Item 5 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates, if the employee is appointed by an employer to perform first-aid duty.

20. Annual Leave

See *Annual Holidays Act 1944* (NSW).

21. Annual Leave Loadings

- (a) In this clause the *Annual Holidays Act 1944* is referred to as "the Act".
- (b) Before an employee is given and takes his/her annual holiday or, where by agreement between the employer and employee, the annual holiday is given and taken in more than one separate period, the employer shall pay his/her employee a loading determined in accordance with this clause.

(NOTE: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause (f) of this clause.)

- (c) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this award.
- (d) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes entitled under the Act and this award, or, where such a holiday is given and taken in separate periods then in relation to each such separate period.

(NOTE: See subclause (f) as to holidays taken wholly or partly in advance.)

- (e) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (d) at the rate per week of 17½ per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing his/her annual holiday, but shall not include any allowances, penalty rates, shift allowances, overtime or any other payments prescribed by this award.
- (f) No loading is payable to an employee who takes an annual holiday wholly or partly in advance, provided that, if the employment of such employee continues until the day when he/she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (e) of this clause applying the award rates of wages payable on that day. This subclause applies where an annual holiday has been taken wholly or partly in advance.
- (g) Where, in accordance with the Act, the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned:
 - (i) an employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause (e) of this clause;
 - (ii) an employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid, in addition to the amount payable to him/her under the Act, such proportion of the loading that would have been payable to him/her under this clause if he/she had become entitled to an annual holiday prior to the close-down as his/her qualifying period of employment in completed weeks bears to 52.
- (h) Where the employment of an employee is terminated by the employer for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which the employee became entitled, the employee shall be paid a loading calculated in accordance with subclause (d) of this clause for the period not taken.
- (i) Except as provided in subclause (h) of this clause, no loading is payable on the termination of an employee's employment.

22. Long Service Leave

See *Long Service Leave Act 1955*.

23. Sick Leave

- (a) Weekly employees shall, subject to the production of a medical certificate or other evidence satisfactory to the employer (which may include a statutory declaration), be entitled to five days' sick leave during the first year of service and eight days during the second and subsequent years of service on full pay; provided that a statutory declaration shall be sufficient proof of sickness in respect of the first two single days' absence of an employee in any year.

Provided further that, where an employee works more than eight ordinary hours in any day, the employee shall not be entitled to leave in excess of 38 hours of ordinary working time in the first year of service and 60.8 hours of ordinary working time in the second and subsequent years of service.

- (b) The employee shall, wherever practicable, before the commencement of absence, inform the employer of such employee's inability to attend for duty and, as far as possible, state the nature of the injury or illness and the estimated duration of the absence.
- (c) Where an employee does not notify the employer of the employee's inability to attend for duty prior to the commencement of the absence, the employee shall produce a medical certificate or the said employee shall not be entitled to payment for the first eight hours of such absence.

NOTE: An employee's entitlement to sick leave in accordance with subclause (a) shall not be reduced as a consequence of the operation of this paragraph.

- (d) The payment for any absence on sick leave in accordance with this clause during the first three months of employment of an employee may be withheld by the employer until the employee completes such three months of employment, at which time the payment shall be made.
- (e) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to worker's compensation, provided, however, that an employer shall pay to an employee who has sick leave entitlement under this clause, the difference between the amount received as workers' compensation, and full pay. If an employer pays such difference, the employee's sick leave entitlement under this clause shall be proportionately reduced for each week during which such difference is paid.
- (f) If the full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year, provided that an employer shall not be bound to credit an employee for sick leave which accrued more than 12 years before the end of the last completed year of service.
- (g) Part-time employees shall, subject to the provisions of this clause, be entitled to a proportionate amount of sick leave. The amount of sick leave to which a part-time employee is entitled in any year shall bear the same ratio to sick leave prescribed during that year of service for full-time employees as the part-time employee's normal ordinary hours of work for a week during such year would have borne to the number of ordinary hours worked by full-time clerical employees in the section or department in which the part-time employee is employed.
- (h) Service with the employer before the date of this award shall be counted for the purpose of assessing an employee's sick leave entitlement.
- (i) If an award holiday occurs during an employee's absence on sick leave, then such award holiday shall not be counted as sick leave.

24. Personal/Carer's Leave

24.1 Use of Sick Leave

- (a) An employee other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (2) of paragraph (c) of this subclause, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick

leave entitlement provided for at clause 23, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

- (b) The employees shall, if required, establish by production of a medical certificate or statutory declaration the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the employee being responsible for the care and support of the person concerned: and
 - (2) the person concerned being:
 - (i) a spouse of the employee; or
 - (ii) 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
 - (iii) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (iv) a same-sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (v) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (a) "relative" means a person related by blood, marriage or affinity;
 - (b) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (c) "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

24.2 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 subparagraph (2) of paragraph (c) of subclause (1) of this clause who is ill.

24.3 Annual Leave

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

24.4 Time Off in lieu of Payment for Overtime

For the purpose only of providing care and support for a person in accordance with subclause 24.1 of this clause, and despite the provisions of clause 14, Time Off in lieu of Payment for Overtime, the following provisions shall apply:

- (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.

24.5 Make-up Time

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

25. Bereavement Leave

- (a) An employee, other than a casual employee, shall be entitled to up to two days' leave without loss of pay on each occasion of the death in Australia of a person prescribed in subclause (c) of this clause. Where the death of a person as prescribed by the said subclause (c) occurs outside Australia, the employee shall be entitled to two days' bereavement leave where such employee travels outside Australia to attend the funeral.
- (b) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide, to the satisfaction of the employer, proof of death.
- (c) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carers leave as set out in subparagraph (2) of paragraph (c) of subclause (1) of clause 24, Personal/Carer's Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (d) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (e) Bereavement leave may be taken in conjunction with other leave available under subclauses 24.2, 24.3, 24.4 and 24.5 of clause 24, Personal/Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the employer.

26. Parental Leave

See *Industrial Relations Act 1996*.

27. Jury Service

A weekly employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.

An employee shall notify his/her employer as soon as possible of the date upon which he/she is required to attend for jury service. Further, the employee shall give his/her employer proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service.

28. Superannuation

Superannuation Legislation

- (a) The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, the *Superannuation (Resolution of Complaints) Act 1993* and section 124 of the *Industrial Relations Act 1996* (NSW). This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (b) Subject to the requirements of this legislation, superannuation contributions may be made to:
 - (i) CARE (Clerical Administrative and Retail Employees Superannuation Plan);
 - (ii) REI Superannuation Fund.

29. Workers' Compensation

See *Workers Compensation Act 1987* and *Workplace Injury Management and Workers' Compensation Act 1998*.

30. Occupational Health and Safety

Each employer and employee bound to observe the provisions of this award shall also co-operate positively in respect of obligations pursuant to the *Occupational Health and Safety Act 2000*.

31. Award Display

A copy of this award shall be exhibited and kept exhibited in accordance with the provisions of the *Industrial Relations Act 1996*.

32. Labour Flexibility

- (a) For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities for employees, multi-skilling may extend by agreement between an employer and an employee to allow the employee to perform any work in an enterprise within the scope of his/her skills and competence.
- (b) Discussion shall take place at the enterprise with a view to reaching agreement for employees to perform a wider range of tasks, removal of demarcation barriers and participation of employees in additional training.
- (c) Notwithstanding the provisions of subclause (a) of this clause, employees shall perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions.
- (d) Employees shall perform such work as is reasonable and lawfully required of them by the employer, including accepting instruction from authorised personnel.
- (e) Employees shall comply with all reasonable requests to transfer or to perform any work provided for by the award.

- (f) Employees shall take all reasonable steps to ensure the quality, accuracy and completion of any job or task assigned to the employee.
- (g) Employees shall not impose or continue to enforce existing demarcation barriers between the work covered by this award provided that it is agreed that the work lies within the scope of the skill and competence of the employee concerned.
- (h) Employees shall not unreasonably impose any limitation or continue to enforce any limitations on supervisors or technical personnel demonstrating the use of new equipment or machinery, provided that the appropriate consultation in relation to the introduction of new technology has taken place.
- (i) Employees shall not impose any restrictions or limitations on the measurement and/or review of work methods or standard work times, provided that appropriate consultation between employer and employees has taken place.

33. Training

- (a) The parties to this award recognise that, in order to increase the efficiency, productivity and competitiveness of the industry, a greater commitment to training and skill development is required. Accordingly the parties commit themselves to:
 - (i) developing a more highly skilled and flexible workforce;
 - (ii) providing employees with career opportunities through appropriate training to acquire additional skills; and
 - (iii) removing barriers to the utilisation of skills required.
- (b) Following consultation with employees, an employer should develop a training programme consistent with:
 - (i) the current and future skill needs of the plant or enterprise;
 - (ii) the size, structure and nature of the operations of the enterprise;
 - (iii) the need to develop vocational skills relevant to the enterprise through courses conducted on-the-job or by accredited institutions and providers.
- (c) In developing a training programme, the employer should:
 - (i) disseminate information on the training program and the availability of training courses and career opportunities to employees;
 - (ii) monitor and advise on the on-going effectiveness of the training;
 - (iii) make suggestions on the specific training needs.
- (d) If training is undertaken at the employer's request during ordinary working hours, the employee concerned shall not suffer any loss of ordinary pay.
- (e) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's 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.
- (f) 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.

- (g) Employees should undertake such training and retraining as required by the employer.

34. Redundancy

34.1 Application

- (a) This clause shall apply in respect of full-time and part-time employees.
- (b) This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
- (c) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (d) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

34.2 Introduction of Change

- (a) Employer's Duty to Notify
 - (i) Where an employer has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
 - (ii) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

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

- (b) Employer's Duty to Discuss Change
 - (i) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (a) above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
 - (ii) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in paragraph (a) of this subclause.
 - (iii) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees; provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

34.3 Redundancy

(a) Discussions before Terminations

- (i) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to in subparagraph (i) of paragraph (a) of subclause 34.2 of this clause, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (ii) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subparagraph (i) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (iii) For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

34.4 Termination of Employment

(a) Notice for Changes in Production, Program, Organisation or Structure

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "production", "program", "organisation" or "structure" in accordance with subparagraph (i) of paragraph (a) of subclause 34.2 of this clause.

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

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

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

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

(b) Notice for Technological Change

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with subparagraph (i) of paragraph (a) of subclause 34.2 of this clause:

- (i) In order to terminate the employment of an employee, the employer shall give to the employee three months' notice of termination.

- (ii) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
 - (iii) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944* or any Act amending or replacing either of these Acts.
- (c) Time Off during the Notice Period
 - (i) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
 - (ii) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- (d) Employee Leaving during the Notice Period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
- (e) Statement of Employment

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

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

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.
- (h) Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in subparagraph (i) of paragraph (a) of subclause 34.2 of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

34.5 Severance Pay

- (a) Where an employee is to be terminated pursuant to subclause 34.2 of this clause, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:

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

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

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

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

"Week's pay" means the all-purpose rate of pay for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, over-award payments, shift penalties and allowances provided for in the relevant award.

- (b) Incapacity to Pay

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

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

- (c) Alternative Employment

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

34.6 Savings Clause

Nothing in this award shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the union and any employer bound by this award.

35. Exemptions

- (a) Except as to the provisions of clause 2, Anti-Discrimination, clause 10, Public Holidays, clause 20, Annual Leave, clause 21, Annual Leave Loadings, clause 22, Long Service Leave, clause 23, Sick Leave, subclauses 24.1, 24.2 and 24.3 of clause 24, Personal/Carer's Leave, clause 25, Bereavement Leave, clause 26, Parental Leave, clause 27, Jury Service, clause 28, Superannuation, clause 30, Occupational Health and Safety, and clause 34, Redundancy, this award shall not apply to employees employed by the week who are in receipt of a weekly wage in excess of 15% above the rate set out in Table 1 - Wages of Part B, Monetary Rates, for the highest grade in this award, provided that the wage is not inclusive of overtime payments and/or shift allowances due to the employee under this award.
- (b) The exemption rate shall be calculated in multiples of one dollar, amounts of less than 50 cents being taken to the lower multiple and amounts of 50 cents or more being taken to the higher multiple.

36. Dispute Avoidance and Grievance Procedure

The procedure for the resolution of grievances and industrial disputation concerning matters arising under this award shall be in accordance with the following procedural steps.

36.1 Procedure relating to grievance of an individual employee

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

36.2 Procedure for a dispute between an employer and the employees

- (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (b) Reasonable time levels must be allowed for discussion at each level of authority.
- (c) While a procedure is being followed, normal work must continue.
- (d) The employer may be represented by an industrial organisation of employers and the employee may be represented by an industrial organisation of employees for the purpose of each procedure.
- (e) Subject to the *Industrial Relations Act 1996*, in the event that a dispute cannot be settled by the above procedures, the Commission may be notified of an industrial dispute for the purpose of resolving the dispute.

37. Notice-Board

Each employer shall permit the union to display notices dealing with union business on notice-boards provided that such notices are authorised by an accredited union representative. Any such notice not so authorised may be removed.

38. Right of Entry

See the *Industrial Relations Act 1996*.

39. Savings Clause

Existing employees employed by an employer prior to the commencement of this award shall not suffer a reduction in their weekly wage by the making of this award.

40. Area, Incidence and Duration

No right or entitlement accrued under the Clerical and Administrative Employees (State) Award published 14 February 1997 (296 I.G. 619) shall be affected by the coming into operation of this award.

This award shall take effect from the first pay period to commence on or after 1 March 2002 and shall operate for two years.

Notwithstanding any other provisions, this award shall not apply to employees whose service ceased, for any reason, prior to the date on which this award was made.

PART B**MONETARY RATES****Table 1 - Wages****(i) Adults**

The minimum rates of wages for adult employees shall be as follows:

Grade	Pre-June 2001 Rate \$	SWC 2001 \$	Total Weekly Rate \$
1	439.60	13	452.60
2	460.50	13	473.50
3	492.20	15	507.20
4	533.90	15	548.90
5	592.50	17	609.50

(ii) Juniors

The minimum rates of wages per week for junior employees shall be as follows:

(a) Equivalent to Grade 3 or above

Age	Old Rate per Week \$	Award Rate per Week \$
17 years	235.70	241.55
18 years	288.00	298.45
19 years	329.25	341.15
20 years	388.75	402.75

(b) All other junior employees

Age	Old Rate Per Week \$	Award Rate Per Week \$
Under 17 years	176.00	181.30
17 years	220.35	226.95
18 years	270.10	278.20

19 years	306.25	315.45
20 years	360.40	371.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount
2	13(a) & (b)	Meal Allowance (Overtime)	\$9.50
3	17(c)	Own Car Allowance: For a vehicle 1,500 cc and under For a vehicle over 1,500 cc	\$78.40 per week \$96.90 per week
4	17(d)	Own Car Allowance for use on a casual or incidental Basis	\$0.53 per km
5	19	First-aid Allowance	\$7.80 per week

I. R. NEAL, Commissioner.

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(050)

SERIAL C2077

BREEDING AND RAISING OF PIGS, &c., EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3511 of 2003)

Before Commissioner Ritchie

10 July 2003

VARIATION

1. Delete subclause (i) of clause 3, Rates of Pay - Adults and Juniors, of the award published 20 July 2001 (326 I.G. 371), and insert in lieu thereof the following:
 - (i) The rates of pay in this award include the adjustments payable under the State Wage Case of 2003. This adjustment may be offset against:
 - (a) any equivalent overaward payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Insert the following new subclause (v) in clause 10 Overtime:
 - (v) 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 (b) above, 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 Table 1 and Table 2 of Part B Monetary Rates, 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 \$
Piggery Attendant Level 1	431.40	17.00	448.40
Piggery Attendant Level 2	448.10	17.00	465.10
Piggery Attendant Level 3	470.60	17.00	487.60
Piggery Attendant Level 4	491.55	17.00	508.55
Piggery Attendant Level 5	507.60	17.00	524.60
Senior Piggery Attendant Level 1	525.20	17.00	542.20
Senior Piggery Attendant Level 2	546.20	17.00	563.20

Table 2 - Other Rates and Allowances

Item No.	Clause No	Brief Description	SWC 2002 Amount \$	SWC 2003 Amount \$
1	3(ii)	Leading Hand Allowance	18.00 per week	18.60 per week
2	18(i)	Meal Allowance	8.65 per meal	8.90 per meal
3	19	First-Aid Allowance	1.65 per day	1.70 per day

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, and remain in force for a period of 12 months.

D. W. RITCHIE, Commissioner.

(0173)

SERIAL C2080**COTTON GINNING, &c., EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3511 of 2003)

Before Commissioner Ritchie

10 July 2003

VARIATION

1. Delete paragraph (3) of clause 2, Wages, of the award published 30 March 2001 (323 I.G. 545), and insert in lieu thereof the following:
 - (3) 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 the following new subclause (7) in clause 6 Overtime:
 - (7) Reasonable Overtime
 - (i) Subject to paragraph (ii) below, 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 unreasonable.
 - (iii) For the purposes of paragraph (ii) above, 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.

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 \$
Ginner	525.20	17.00	542.20
Gin Machinery Operator Category 1 - who shall include: Trainee Ginner, Storeperson 1, Grader Operator, Hyster Operator, Maintenance Person	498.20	17.00	515.20
Gin Machinery Operator Category 2 - who shall include, but not be limited to: Gin Assistant, Head Press, Pressperson, Bale Loader Operator, Storeperson 2, Moon Buggy Operator, Trashperson, Roller Operator, Forklift Operator, Container Loader Operator, Mote Press Operator,	476.10	17.00	493.10
General Hand, who shall include but not be limited to: Bag Person, Press Hand, Cleaners/Sweepers, Suction Operator, Yard Cleaners, Yard Crew, General Labourer, Feeder Operator, Book Person	448.10	17.00	465.10

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2002 Amount \$	SWC 2003 Amount \$
1	19(3)	Meal Allowance	5.75	5.90
2	20(2)	First-aid Allowance	1.80 per day or shift	1.85 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 an 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 pay period to commence on or after 27 July 2003, and remain in force for a period of 12 months.

D. W. RITCHIE, Commissioner.

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(0174)

SERIAL C2082

COTTON GROWING 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 3511 of 2003)

Before Commissioner Ritchie

10 July 2003

VARIATION

1. Delete subclause (3) of clause 2, Rates of Pay, of the award published 30 March 2001 (323 I.G. 565), and insert in lieu thereof the following:
 - (3) 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 subclause (6) of clause 6, Overtime and insert in lieu thereof the following:
 - (6) Reasonable Overtime
 - (i) Subject to paragraph (ii) below, 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 unreasonable.
 - (iii) For the purposes of paragraph (ii) above, 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.

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 \$
Rural Tradesperson	525.20	17.00	542.20
Mechanical Equip. Operator - Lister Operator, Service Truck Operator, Laser Operator, Scraper Operator, Excavator Operator, Blade Operator, Backhoe Operator, Mobile Crane Operator, Crane Driver, Storeperson Grade 1, Picker Mechanic, Grader Operator.	498.20	17.00	515.20
Field Equipment Operator - who shall include but not be limited to - Module Builder Tractor Operator, Truck Driver, Syphon Forklift Operator, Picker Operator, Storeperson Grade 2, Front-end Loader Operator, Rotobuck Operator, Spray Operator, Gas-rig Sled Operator, Farm Welder, Bug Checker, Neutron Probe Operator, Irrigation Machinery Operator, Roller Operator	476.10	17.00	493.10
Stick Pickers and Chippers *Not engaged on a weekly basis refer Item 1 of Table 2 of Part B.	431.40	17.00	448.40
General Farm Hand - includes but not limited to Irrigation Harvest Ground Crew.	448.10	17.00	465.10

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2002 Amount \$	SWC 2003 Amount \$
1	2(1) (a) (c)	Stick Pickers and Chippers	12.75	13.15
		Stick Pickers and Chippers engaged by the hour (including 1/12 holiday leave loading)	13.80	14.25
2	2(1) (a) (d)	Cooks - minimum rate per week	548.55	565.55
3	2(1) (a) (e)	Leading Hands per week	20.20	20.85
4	17(3)	Meal Allowance	8.85	9.10
5	21	First-aid Allowance p/day or shift	1.80	1.85

"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 19 July 2003, and remain in force for a period of 12 months.

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

(278)

SERIAL C2083

DAIRYING INDUSTRY 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 3511 of 2003)

Before Commissioner Ritchie

10 July 2003

VARIATION

1. Delete subclause (f) of clause 3, Wages of the award published 4 May 2001 (324 I.G. 474), and insert in lieu thereof the following:
 - (f) 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 payment; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete subclause (a) of clause 6 Overtime, and insert in lieu thereof the following:
 - (a) Reasonable Overtime
 - (i) Subject to paragraph (ii) below, 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 unreasonable.
 - (iii) For the purposes of paragraph (ii) above, 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.

3. Delete Table 1 - Rates of Pay, Table 2 - Apprentice Rates of Pay - and Table 5 - Other Rates and Allowances 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 \$
Support Operator - Grade 1	448.20	17.00	465.20
General Operations - Grade 2	456.90	17.00	473.90
Specialist Operator - Grade 3	525.20	17.00	542.20
Senior Operator - Grade 4	571.70	17.00	588.70

Table 2 - Rates of Pay - Apprentices

Apprentice - Rates of Pay Percentage of Specialist Operator Grade 3 - \$542.20		
1st Year	60%	\$325.30
2 nd Year	65%	\$352.40
3rd Year	75%	\$406.70
4th Year	85%	\$460.90

Table 5 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2002 Amount \$	SWC 2003 Amount \$
1	18 (b)	Meal Allowance	6.80 per meal	7.00 per meal
2	18 (d)	Spending the night away from their homes/property on which they are Employed	38.80 per night	40.60 p/night
3	18 (d)	Spending the night away from home/property were employed - apprentices	33.30 per night	34.80 p/night
4	3 (b) (iv)	Apprentices completing 3 years trade course	0.56 per week	0.58 p/wk
5	18 (c)	Motor Vehicle Allowance	0.42 per k/m	0.43 per km
6	19 (c)	First-aid allowance	1.70 per day	1.75 p/day

"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 November 2003, and remain in force for a period of 12 months.

D. W. RITCHIE, Commissioner.

(329)

SERIAL C2084**FISH AND FISH MARKETING (STATE) CONSOLIDATED AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3511 of 2003)

Before Commissioner Ritchie

10 July 2003

VARIATION

1. Delete subclause (vi) of clause 3, Rates of Pay, of the award published 8 December 2000 (320 I.G. 1139), and insert in lieu thereof the following:

(vi) 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 the first paragraph in clause 10 Overtime, the following new paragraph:

Reasonable Overtime

- (i) Subject to paragraph (ii) below, 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 unreasonable.
- (iii) For the purposes of paragraph (ii) above, 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.

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 \$
Working Depot Foreperson 10+	532.90	17.00	549.90
Working Depot Foreperson - Other	516.90	17.00	533.90
Hands Unloading from Boats	497.00	17.00	514.00
Fork Lift Operator	488.20	17.00	505.20
Recorder	477.50	17.00	494.50
General Hand	467.10	17.00	484.10
Process Worker	454.70	17.00	471.70

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2002 Amount \$	SWC 2003 Amount \$
1	2(vii)	Hours (change of)	8.50 per day	8.75 per day
2	3(iii)	Pulling ice	1.80 per day	1.85 per day
3	3(iv)	Selling fish	12.20 per week	12.60 per week
4	3(v)	Ice-making operator	12.20 per week	12.60 per week
5	13	Meal Allowance - more than one hour's overtime	8.40 per meal	8.65 per meal
6	13	Meal Allowance - more than four hours' overtime	8.40 per meal	8.65 per meal
7	25	First-aid Allowance	2.05 per day or shift	2.10 per day or shift

NOTE: These allowances are contemporary for expense related allowances as at 30 March 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 24 July 2003, and remain in force for a period of 12 months.

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

FRUIT PACKING HOUSES EMPLOYEES (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3511 of 2003)

Before Commissioner Ritchie

10 July 2003

VARIATION

1. Delete subclause (B) of clause 2, Rates of Pay, of the award published 10 November 2000 (320 I.G. 31), 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. Insert the following new subclause (vi) in clause 6, Overtime.
 - (vi) 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 (b) above, 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 Section 1 - Adult Employees, of Table 1 - Wages, and Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1 - Wages

Section 1 - Adult Employees -

Classification	SWC 2002 Amount \$	SWC 2003 Adjustment \$	SWC 2003 Amount \$
Senior Classer (Dried Fruits) (95%)	502.40	17.00	519.40
General Hand - Class (II) An employee whose duties include: Classer (dried fruits), Blender and/or Typer (dried fruits), weigher-in, sweat lumpers (93%)	494.00	17.00	511.00
General Hand Class (I) i.e., Packer (experienced), Packer, tray pack and cell pack, Grader or Sorter, pulling away from front door to stacks and/or from stacks to feeding hoppers, Dipper (hot), Cool Store Hand (i.e., a person who is engaged for at least 50 per cent of his/her time in any one day in cool store chamber), Employee bringing fruit from and putting fruit into cool store chambers, handling and/or stacking 25 kg to 27 kg boxes, repairing boxes, crates, sweats, cases or trays, Nailer Down, Wirer, Operator - Crimper Machine, Operator of press (both ends), Operator of circular saw, steaming and/or cleaning down machinery, washing, stacking, loading and/or dipping sweat boxes, General Labourer not elsewhere classified (83%)	452.30	17.00	469.30
Boxmaker, Maintenance Worker in charge of machinery, Fork Lift Driver or driver of power trolley, tow motor or other power-propelled vehicle, Boiler Attendant, Furnace Attendant (90.5%)	483.60	17.00	500.60

Table 2 - Other Rates and Allowances

Item. No	Clause No.	Brief Description	SWC 2002 Amount \$	SWC 2003 Amount \$
1	2A(ii)	Leading Hand - 3 to 8 employees	15.15 per week	15.65 per week
2	2A(ii)	Leading Hand - 9 or more employees	21.15 per week	21.85 per week
3	15	Meal Allowance - 1½ hours overtime	6.95	7.15
4	15	Meal Allowance - Overtime notified but not Required	6.95	7.15
5	16(ii)	Travel Allowance - Overnight stay	61.40	64.20
6	16(ii)	Meal Allowance - Overnight stay	6.95	7.15
7	17	Wet Work	2.45	2.55
8	24(ii)	First-aid	1.60	1.65

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 19 July 2003, and remain in force for a period of 12 months.

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

(378)

SERIAL C2086

HORTICULTURAL INDUSTRY (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3511 of 2003)

Before Commissioner Ritchie

10 July 2003

VARIATION

1. Delete clause 6, Safety Net Commitments of the award published 25 February 2000 (313 I.G. 783), and insert in lieu thereof the following:

6. Safety Net Commitments

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 the following new subclause (d) in clause 2, Hours of Work:

(d) Reasonable Overtime

- (i) Subject to paragraph (ii) below, 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 unreasonable.
- (iii) For the purposes of paragraph (ii) above, 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.

3. Delete Section 1 - Adult Employees and Section 2 - Leading Hands of Table 1 - Rates of Pay, and Table 2 - Allowances of Part B, Monetary Rates and insert in lieu thereof the following:

Section 1 - Adult Employees

Farm Employee	Wage Rate per week	Ordinary Time Base Hourly Rate	Casual Ordinary Time Incl. 1/12 loading	Casual Ordinary Time Saturday	Casual Ordinary Time Sunday
	\$	\$	\$	\$	\$
Level 6	548.40	14.43	17.98	22.48	26.97

Level 5	542.20	14.27	17.78	22.23	26.67
Level 4	519.00	13.66	17.02	21.28	25.53
Level 3	511.00	13.45	16.76	20.95	25.14
Level 2	490.20	12.90	16.07	20.09	24.11
Level 1	469.30	12.35	15.39	19.24	23.09

Section 2 - Leading Hands

Leading Hand Allowance:

More than 2 and not more than 10 employees	22.80 per week	23.55 per week
10 or more employees	34.30 per week	35.40 per week

Table 2 - Allowances

Item No	Clause No	Brief Description	SWC 2002 Amount \$	SWC 2003 Amount \$
1	2(c)	Meal Allowance (per meal)	9.15 per meal	9.40 per meal
2	22(b)	Sleeping away from home (per night)	44.80 per night	46.85 per night
3	23(b)	Wet Money (per day)	3.40 per day	3.50 per day
4	25	First-aid Allowance (per day)	2.10 per day	2.15 per day

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 pay period to commence on or after 1 November 2003, and remain in force for a period of 12 months.

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

(471)

SERIAL C2087

MUSHROOM INDUSTRY EMPLOYEES (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3511 of 2003)

Before Commissioner Ritchie

10 July 2003

VARIATION

1. Delete subclause 5 of clause 4, Wage Rates of the award published 9 March 2001 (322 I.G. 1147), and insert in lieu thereof the following:
 5. 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 payment; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Insert the following new subclause (5) in clause 7 Overtime:
 - (5) Reasonable Overtime
 - (i) Subject to paragraph (ii) below, 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 unreasonable.
 - (iii) For the purposes of paragraph (ii) above, 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.
3. Delete Section 1- Adult Employee of Table 1 Rates of Pay and Table 2 - other rates and allowances, of Part B Monetary Rates and insert in lieu thereof the following:

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

Section 1 - Adult Employees -

Classification	SWC 2002 Amount \$	SWC 2003 Adjustment \$	SWC 2003 Amount \$
General Hand - Class One (83%)	452.30	17.00	469.30
General Hand - Class Two (89.9%)	481.10	17.00	498.10
Mushroom Picker (83%)	452.30	17.00	469.30

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2002 Amount \$	SWC 2003 Amount \$
1	3 (4)	Meal Allowance Working more than 1 1/2 hours overtime each additional 4 hours	6.90	7.10
2	19 (2)	First-Aid per day or shift	1.70	1.75

"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 November 2003, and remain in force for a period of 12 months.

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

(514)

SERIAL C2088

OYSTER FARMS, &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 3511 of 2003)

Before Commissioner Ritchie

10 July 2003

VARIATION

1. Delete subclause (vi) of clause 2, Wages, of the award published 11 May 2001 (324 I.G. 757), and insert in lieu thereof the following:
 - (vi) 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. Insert the following new subclause (iv) in clause 4, Overtime:
 - (iv) 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 (b) above, 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**

Classification	SWC 2002 Amount \$	SWC 2003 Adjustment \$	SWC 2003 Amount \$
Adult Employee - General Hand	481.10	17.00	498.10
Leading Hands - In charge of three or more employees - \$18.30 per week			

Junior Employees	% of Adult Rate
At 16 years of age	60
At 17 years of age	70
At 18 years of age	80
At 19 years of age	90
At 20 years of age	Adult rate

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2001 Amount \$	SWC 2002 Amount \$
1	14	First-aid per day	1.75	1.80
2	17(ii)	Travelling - Meal each occasion	6.80	7.00
3	17(ii)	Travelling - Accommodation per night	30.10	31.45

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 200 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 27 July 2003, and remain in force for a period of 12 months.

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

(546)

SERIAL C2089

POULTRY FARM 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 3511 of 2003)

Before Commissioner Ritchie

10 July 2003

VARIATION

1. Delete clause 6, Safety Net Commitments, of the award published 12 April 2001 (323 I.G. 1069), and insert in lieu thereof the following:

6. Safety Net Commitments

- (i) 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 a new subclause (vii) in clause 8, Overtime:
 - (vii) Reasonable Overtime
 - (i) Subject to paragraph (ii) below, 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 unreasonable.
 - (iii) For the purposes of paragraph (ii) above, 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.

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

PART B

MONETARY RATES

Table 1 - Wage Rates

Classification	SWC 2002 Amount \$	SWC 2003 Adjustment \$	SWC 2003 Amount \$
General Hand	431.40	17.00	448.40
Stock Hand	462.70	17.00	479.70
Authorised Tester	525.20	17.00	542.20

Rural Tradesperson	525.20	17.00	542.20
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Table 2 - Other Rates and Allowances

Item No.	Clause No.	Classification	SWC 2002 Amount \$	SWC 2003 Amount \$
1	4(vii)(a)	Leading Hands	15.30	15.80
2	4(vii)(b)	Leading Hands	20.80	21.50
3	4(ix)	Cleaning	1.45	1.50
4	8(ii)	Overtime Meal Allowance	8.20	8.45
5	19(ii)	First Aid	2.05	2.10

"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 from the first full pay period to commence on or after 21 July 2003, and remain in force for a period of 12 months.

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

(817)

SERIAL C2090

POULTRY INDUSTRY LIVESTOCK (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3511 of 2003)

Before Commissioner Ritchie

10 July 2003

VARIATION

1. Delete paragraph (a) of subclause (i) of clause 4, Integrated Wage Structure, of the award published 8 February 2002 (331 I.G. 93), and insert in lieu thereof the following:
 - (a) 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 subclause (viii) of clause 8 Overtime, and insert in lieu thereof the following:
 - (viii) 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 (b) above, 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

Classification	SWC 2002 Amount \$	SWC 2003 Adjustment \$	SWC 2003 Amount \$
Farm Transporter -Two Axle	545.30	17.00	562.30
Farm Transporter	511.20	17.00	528.20
Certified Rural Tradesperson	525.20	17.00	542.20
Farm Maintenance Worker	489.80	17.00	506.80

Stock Hand	462.80	17.00	479.80
Hatchery Assistant	452.30	17.00	469.30
Farm Hand	448.10	17.00	465.10
General Hand	431.40	17.00	448.40

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2001 Amount \$	SWC 2002 Amount \$
1	4(i)	First-aid allowance	1.80 per day	1.85 per day
2	4(i)	Meal allowance	9.05	9.30 per day
3	4(i)	Leading Hand - Large Group	20.60 per week	21.25 per week
4	4(i)	Leading Hand - Small Group	15.00 per week	15.50 per week
5	4(ii)(g)	Motor allowance for vehicle up to 2,000 cc	0.45 per km	0.47 per km
6	4(ii)(g)	Motor allowance for vehicle over 2,000 cc	0.52 per km	0.55 per km
7	4(ii)(h)	Required to provide a car (full-time employee)	93.90 per week	98.70 per week
8	4(ii)(h)	Required to provide a car (part-time employee)	18.85 per day	19.80 per day
9	4(ii)(h)	For each km travelled	0.29 per km	0.30 per km
10	5	Laundry allowance	1.70 per day	1.80 per day
11	8(iii)	Unplanned overtime meal allowance	9.05	9.30

"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 25 July 2003, and remain in force for a period of 12 months.

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

(634)

SERIAL C2091

SUGAR FIELD WORKERS (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3511 of 2003)

Before Commissioner Ritchie

10 July 2003

VARIATION

1. Delete subclause (i) of clause 4, Safety Net Commitments, of the award published 16 March 2001 (323 I.G. 64), and insert in lieu thereof the following:

- (i) 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. Insert the following new clause (iv) in clause 9 Overtime:
- (iv) 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 (b) above, 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 \$
Field Workers:			
From 14 to 16 years of age (50%)	224.85	8.50	233.35
From 16 to 18 years age (60%)	269.80	10.20	280.00
From 18 to 19 years of age (70%)	314.80	11.90	326.70
Over 19 years of age with:			
Less than 12 months experience	433.50	17.00	450.50
More than 12 months experience	449.70	17.00	466.70

Mechanical Harvesting:			
Field Assistant/Mechanical Harvesting	453.80	17.00	470.80
Infield Buggy Driver	477.00	17.00	494.00
MHO Grade 3 (Less than 12 months experience)	486.40	17.00	503.40
MHO Grade 2 (more than 12 months experience)	498.60	17.00	515.60
Rural Tradesperson/MHO Grade 1	525.20	17.00	542.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2002 Amount \$	SWC 2003 Amount \$
1	3(ii)(a)	Oil tractors	0.27 per hour	0.28 per hour
2	3(ii)(b)	Cleaning drains	0.43 per hour	0.44 per hour
3	3(ii)(c)	Wet places	2.37 per day	2.45 per day
4	3(ii)(d)	Working in water 45 cm - 90 cm Over 90 cm	2.96 per day 3.19 per day	3.06 per day 3.29 per day
5	3(ii)(e)	Working in slurry	2.14 per day	2.21 per day
6	3(ii)(g)	Repairing mechanical equipment	0.40 per hour	0.41 per hour
7	3(ii)(h)	Field conditions allowance	0.61 per hour	0.63 per hour
8	21(i)	Fare and travelling	0.48 per km	0.50 per km

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 beginning of the first full pay period to commence on or after 19 July 2003, and remain in force for a period of 12 months.

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.
(711)

SERIAL C2092

WINE INDUSTRY CONSOLIDATED (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3511 of 2003)

Before Commissioner Ritchie

10 July 2003

VARIATION

- Delete paragraph (c) of subclause (i) of clause 2, Wages, of the award published 3 November 2000 (319 I.G. 1065), and insert in lieu thereof the following:
 - The rates of pay in this award include the adjustments payable under the State Wage Case 2003. These adjustments may be offset against:

any equivalent overaward payments; and/or

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

2. Insert the following new subclause (iii) in clause 10, Overtime.

(iii) 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 (b) above, 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, Wage Rates and Allowances, and insert in lieu thereof the following:

PART B

WAGE RATES AND ALLOWANCES

Table 1 - Wage Rates

Classification	SWC 2002 Amount \$	SWC 2003 Adjustment \$	SWC 2003 Amount \$
Level One	464.80	17.00	481.80
Level Two	481.10	17.00	498.10
Level Three	491.50	17.00	508.50
Level Four	505.30	17.00	522.30
Level Five	525.20	17.00	542.20

Table 2 - Allowances

	SWC 2002 Amount \$	SWC 2003 Amount \$
Leading Hand Allowance		
Up to and including 4 employees	12.60	13.00
More than 4 employees but not more than 10 Employees	22.70	23.45

More than 10 employees	34.30	35.40
In addition to the above rates, employees operating a mechanical harvester shall be paid an allowance of \$0.50 per hour for each hour or part thereof whilst operating such a harvester:		
Service Allowance		
After the first year of service	4.90	5.05
After the second year of service	8.35	8.60
After the third year of service	11.75	12.15

Table 3 - Allowances

Item No.	Clause	Brief Description	SWC 2002 Amount \$	SWC 2003 Amount \$
1	2(i)(e)	Burning and/or waxing closed wine Vats	0.64 per hour	0.66 per hour
2	2(i)(f)	Kerosene blow lamp used	2.45 per hour	2.53 per hour
3	15	Meal Allowance	9.20 per meal	9.50 per meal
4	27(i)	Wet Work Allowance	3.40 daily	3.50 daily
5	28(ii) (b)	Laundry Allowance	3.05 per day	3.15 per day
6	34	First-aid Allowance	2.10 per day	2.15 per day

"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 30 August 2003, and remain in force for a period of 12 months.

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.
(1107)

SERIAL C2189

HIGHER SCHOOL CERTIFICATE AND SCHOOL CERTIFICATE MARKING AND RELATED CASUAL EMPLOYEES RATES OF PAY AND CONDITIONS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Teachers Federation, industrial organisation of employees

(No. IRC 4335 of 2003)

The Honourable Justice Schmidt

12 August 2003

VARIATION

1. Insert in numerical order in the Arrangement of Section 4 - Rates of Pay, of the award published 15 December 2000 (321 I.G. 1) the following new clause number and subject matter:

14A. Deduction of Unions' Membership Fees

2. Insert after clause 14, Rates of Pay and Allowances the following new clause:

14A. Deduction of Union Membership Fees

3. This variation shall take effect from the first full pay period commencing on or after 12 August 2003,

M. SCHMIDT *J.*

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(601)

SERIAL C2106

SHOP EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Applications by Shop, Distributive and Allied Employees' Association, New South Wales, industrial organisation of employees, and another.

(Nos. IRC 3196 and 3207 of 2003)

Before Commissioner Ritchie

25 July 2003

VARIATION

1. Delete subclause (b) of Clause 38, Wages, of the award published 18 May 2001 (324 I.G. 935) 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 (i) of Table 1, Wages, of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1 - Wages

(i)

Group No.	Description	Former Rate Per Week \$	SWC 2003 \$	Total Rate Per Week \$
1	Shop assistants, demonstrators, trolley collector, salespersons outdoor, employees driving a forklift or using mechanical equipment as required, the role of Santa Claus, ticket writers, mannequins, order hands, reserve stock hands (including reserve stock hands in theatre distributing services), employees delivering goods (other than newspapers and the like) by bicycle or tricycle, employees engaged in the cooking or the preparation of provisions for sale in the shop of the employer, cashiers in special shops, persons employed on information desks and/or on customer services or as full-time messengers, employees engaged in the installation (other than installation requiring trade skill), servicing, stocking, collection of money from, and preparation of, commodities for sale in automatic vending devices, employees engaged in the pre-packing, weighing, pricing of fruit and/or vegetables on the shop premises, employees principally engaged in hiring out activities in a shop, and waitresses in confection shops employed waiting on tables for two hours or more per day.	489.80	17.00	506.80
2	(a) Window Dresser Employees principally engaged in dressing windows. (b) Window dressers under 21 years of age shall be paid as per Item 8 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, in addition to the rates prescribed by subclause (c) of clause 38 Wages.	495.80	17.00	512.80
3	Branch Supervisor Shop assistants engaged in supervising branch grocery shops	500.60	17.00	517.60
4	Shop Assistants in charge of a shop or a department in a shop not being a shop assistant temporarily in charge during the absence of persons ordinarily in charge of the shop or department, but including Employees employed as relieving shop assistants in charge of a shop.			
	(i) Without the duty of buying - In charge of from nil to 4 assistants In charge of from 5 to 12 assistants In charge of from 13 to 25 assistants In charge of over 25 assistants	500.70 509.10 519.70 527.50	17.00 17.00 17.00 17.00	517.70 526.10 536.70 544.50
	(ii) With the duty of buying - In charge of from nil to 4 assistants	502.20	17.00	519.20

	In charge of from 5 to 12 assistants	511.50	17.00	528.50
	In charge of from 13 to 25 assistants	523.90	17.00	540.90
	In charge of over 25 assistants	530.90	17.00	547.90
5	Employees in charge of a motor and/or horse drawn Vehicle selling stock carried on the vehicle products of a kind which usually are sold by confection/take-away food shops. Employees under the age of 21 Years but not less than the age of 18 years shall be Paid the percentages of the rate for an adult contained In (ii) of Table 1 - clause 38 Wages.	507.20	17.00	524.20
6	Retail Merchandiser as defined by subclause (xi) of clause 2, Definitions.	489.80	17.00	506.80

Notation: Hourly rates of pay for full-time, part-time and casual employees shall be calculated to the nearest half cent.

3. Delete Items 1, 2, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 20, 21, 22 and 23 from Table 2 - Other Rates and Allowances of Part B and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	5(a)	Night interval employees	1.88 per shift
2	5(a)	Night interval employees (working one night per week)	2.96 per shift
5	14(a)(ii)	General Shops - Loading for casual employees working on a Saturday: Engagements up to and including four hours – Adult Employees Employees under 21 years of age	5.50 3.65
		Engagements exceeding four hours - Adult Employees Employees under 21 years of age	11.20 6.15
	14(a)(iii)	Special and Confection Shops - Loading for casual employees working on a Saturday: Adult Employees Employees under 21 years of age	5.50 3.65
6	14(c)(ii)	Confection Shop - Employees working after 10.00 p.m. on any night	1.54 each night
8	38(1)(i)2(b)	Window Dressers under the age of 21	7.60 per week
9	35(i)(a)	Section Head	11.00 per week
10	35(i)(b)	Qualified adult automotive parts and accessories Salesperson	25.00 per week
11	35(i)(c)	Employee with a licence under the Liquor Act 1982	17.20 per week
12	35(ii)(a)	Employee delivering goods	3.80 per week
13	35(ii)(b)	Employee engaged in photographic or other modelling	36.40 per week 7.28 per day
14	35(ii)(c)	First-aid attendant	1.44 per day
15	35(ii)(d)	Employee engaged to speak a second language	7.30 per week
16	35(ii)(e)	Ticket writer - At or over 21 years of age Under 21 years of age	14.70 per week 7.35 per week
20	35(v)(a)(1)	Disability allowance for employees working in freezer Room	7.05 per week

21	35(v)(b)(1)	Disability allowance for employees working in public dairy room	10.60 per week
22	35(v)(c)(1)	Disability allowance for employees backfilling in a freezer room	14.10 per week
23	36(i)(a)	Casual hourly rate of pay for persons employed at trade fairs, etc., between 9.00 a.m. and 6.00 p.m., with a minimum payment of six hours	
		At 19 years of age and over	12.69 per hour
		Under 19 years of age	12.39 per hour
	36(ii)(b)	Saturday Loading -	
		Adult Employees	5.50
		Under 21 years	3.65

4. This variation shall take effect from the first full pay period to commence on or after 28 July 2003.

D. W. RITCHIE, Commissioner.

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(040)

SERIAL C2258

BOILING DOWN AND BY-PRODUCTS (CUMBERLAND) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Erratum to Serial C0934 published 15 February 2002

(331 I.G. 278)

ERRATUM

1. Delete subclause 4.1 of clause 4, Wages and substitute the following:

	Rate Per Week (ffpp on or after 20/6/01) \$	Rate Per Week (ffpp on or after 20/6/02) \$
Rendering Plant Operator	424.59	452.60
Assistant Rendering Plant Operator	417.11	445.10
Mill Hand	413.93	441.95
Cleaners/Labourers	397.53	425.55

G. M. GRIMSON, Industrial Registrar.

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(077)

SERIAL C2259

BUTTON MAKERS, (STATE) AWARD

Erratum to Serial C2072 published 26 September 2003

(341 I.G. 587)

(No. IRC 2823 of 2003)

ERRATUM

1. For clause 3, insert the following :
 3. This variation shall come into effect on the first full pay period to commence on or after 8 July 2003.

M.G. GRIMSON, Industrial Registrar.

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