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NEW SOUTH WALES
INDUSTRIAL GAZETTE

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**BASELL AUSTRALIA PTY LTD PPU CLYDE OPERATORS AWARD
2003**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Notification under section 130 of the Industrial Relations Act, 1996 by Basell Australia Pty. Ltd. of a dispute with the Construction, Forestry, Mining and Energy Union, New South Wales.

(No. IRC 2502 of 2003)

Before Commissioner Tabbaa

8 July 2003

AWARD

Clause No.	Subject Matter
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PART 1

APPLICATION AND OPERATION OF AWARD

1.1 Definitions

"Company" means Basell (Australia) Pty Ltd at Granville NSW.

"Continuous shift worker" means an employee engaged under this award on a continuous shift roster.

"Operator" means employees employed under the terms of this Award.

"Parties" means Basell (Australia) Pty Ltd and the Construction, Forestry, Mining and Energy Union (New South Wales Branch).

"Operations Manager" is a day staff position not subject to this award.

"BRG" means Basell Refinery Group represented by duly elected delegates of the union.

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

1.2 Coverage of Award

This award binds the Company, the Union and the employees of the Company employed at the Clyde site:

- (a) who are members of the CFMEU or eligible to be members of the CFMEU; and
- (b) who are engaged at the Clyde site under the classifications set out in clauses 3.3 and 3.5 of this award.

1.3 Commencement Date and Term of Award

1.3.1 This award rescinds and replaces the Basell (Australia) Pty Ltd Clyde Operators Award 2001 published 10 November 2000 (320 I.G. 207) and all variations thereof.

1.3.2 It shall take effect from 1 April 2003 and shall remain in force thereafter until 31 March 2005.

- 1.3.3 It is a term of this basis of settlement that the operators, the CFMEU and the Company will not pursue any further claims for wages, allowances or other conditions of employment during the period up to 31 March 2005.

PART 2

DISPUTE RESOLUTION

2.1 Dispute and Grievance Procedure

Subject to the *Industrial Relations Act* 1996 or any Act replacing that Act, any dispute or claim (whether any such dispute or claim arises out of the operation of this award or not) as to the wages and/or conditions of employment of any employee with regard to whom the Company is bound by this award and/or as to any other industrial matter pertaining to the relations of the Company (to whom this award applies) with employees (with regard to whom the Company is so bound) shall be settled in the under-mentioned manner:

- 2.1.1 The matter shall be first discussed between the employee concerned and the immediate supervisor. It is the duty of the delegate to ensure that this procedure has been followed prior to proceeding further.
- 2.1.2 If not settled within a reasonable period of time, for example, 7 days, the matter shall be further discussed between the employee, the Union delegate and the employee's immediate supervisor.
- 2.1.3 If not settled the matter shall be further discussed between the Union delegate and the Human Resources Department representative of the Company. For matters of a serious nature a BRG meeting may be convened by either party within 7 days of settlement not being reached.
- 2.1.4 If not settled, the matter shall be further discussed between the Union official, the BRG and the Company.
- 2.1.5 If the matter is still not settled, it shall be submitted to the Industrial Relations Commission of New South Wales and its decision shall be final and shall be accepted by the parties. It is the intention of the parties that when the disputes procedure is invoked the matter in dispute will be dealt with expeditiously and until the matter is determined, work shall continue normally. Where it is agreed between the parties that there is an existing custom, work shall continue in accordance with that custom, but where there is no agreement as to custom, the Company's direction shall be accepted. No party shall be prejudiced as to final settlement by the continuance of work in accordance with this subclause.

PART 3

EMPLOYMENT RELATIONSHIP AND DUTIES

3.1 Contract of Employment

- 3.1.1 To become entitled to payment in accordance with this award an employee shall perform such work as the Company shall, from time to time, require on the days and during the hours usually worked by the class of employees affected.
- 3.1.2 An employee not attending for duty shall lose pay for the actual time of such non-attendance except where such absence is for authorised paid leave of absence in accordance with the provision of this Award.
- 3.1.3 Employment shall be terminated by a month's notice by either side, given at any time during the month, or by the payment or forfeiture of a month's wages, as the case may be. This shall not affect the right of the Company to dismiss any employee without notice for neglect of duty or misconduct, and in such cases wages shall be paid up to the time of dismissal only.

3.1.4 It is a term and condition of employment and of the obligations and rights accruing under this award that an employee shall:

- (a) Comply with the orders of the Company to work reasonable overtime at any time during the 7 days of the week at the appropriate remuneration prescribed herein, provided that the question of what is reasonable overtime shall be determined in relation to the individual employee concerned, having regard to the particular circumstances at the time of the order by the Company; and
- (b) Use the appropriate protective clothing and equipment provided by the Company for specific circumstances; and
- (c) comply with the Company's directions to carry out work required for the safety of personnel, Plant, equipment and product; and
- (d) become and remain the holder of any certificates at Company expense which are required by law to be held by a person performing the duties which the Company allocates to the employee from time to time; and
- (e) undergo such specialised training in fire control applicable to the refinery plants and/or facilities on which the employee may be working, as the employer may require and in the event of fire in such refinery plant and/or facilities, to act as directed by the employer.

3.1.5 Probation Period

A new employee shall be regarded as probationary for the first 3 months of their engagement. After an assessment of the employee by the Company during the 3 months, the employee may be:

- (a) required to complete the probationary period and then confirmed in the position for which the employee was engaged, or
- (b) given notice of termination of service in accordance with clause 3.1.3.
- (c) dealt with in such a manner as the employer may think fit.

3.1.6 Basell Operator Statement of Principle

Assignment by supervisors of tasks not associated with the prime operating job in any particular circumstances will be limited naturally by the following criteria:

- (a) They will be associated with the process to which the Operator is engaged.
- (b) They will be capable of being completed within a relatively short time or of being interrupted or left unattended so as not to distract the Operator from their prime functions.
- (c) If tools are involved, these will be simple in their utilisation and the task will be relatively simple and within the ability of the Operator.
- (d) In the assignment of these tasks, an attempt will be made to achieve what is reasonable and a common sense attitude should prevail. Factors requiring consideration would include, for example:
 - (i) the time available for the performance of the task;
 - (ii) the Operator's ability to perform the tasks;
 - (iii) the availability of the equipment appropriate to the performance of the task.

3.1.7 Operators Induction

The aim of the Induction Course for new operators is to provide a structured introduction to the role of an operator at Basell Clyde and introduce the basic skills common to all operator jobs. The training to be given will typically cover:

- (a) Introduction to Basell and to the Clyde Site;
- (b) Conditions of employment, rules and agreements;
- (c) Safety training;
- (d) Emergency procedures;
- (e) Basic operator Skills & Knowledge (including A.G.S.T.).

Polypropylene Site Introduction Component:

- (a) Introduction to Basell and the Clyde Site

Standard presentation on the activities of Basell internationally and within Australia and where Clyde fits into the overall scheme.

- (b) Conditions of Employment

An explanation of conditions of employment as governed by Company personnel policies and the appropriate award. Employee responsibilities.

- (c) Safety Training

Topics to be covered should include: clearance procedures, permits, confined space entry precautions, hot work precautions, area classifications, when and what protective clothing to wear, correct lifting techniques, electrical isolation of equipment, the role of AGSI and Fire Signatories.

- (d) Emergency Procedures

The Refinery emergency procedures should be fully explained along with fire fighting training, breathing apparatus training, ROV operation and St John's Ambulance first aid training.

- (e) Basic Operator Skills & Knowledge

This part of the induction is typically conducted by Granville TAFE.

- (i) Basic Operator Knowledge

Topics to be covered should include organic and inorganic chemistry explanation of pressure, temperature, vapour, pressure, density, flow (compressible and incompressible), heat transfer, control, distillation and pump characteristics.

- (ii) Basic Operator Skills

A number of basic operator skills should be explained and practiced. These include product sampling, pump lubrication, starting pumps, blowing down level gauges, isolating and depressurising plant equipment.

At the completion of the induction the new operator will report to the Production Manager. The new operator (trainee) will commence on the job training with the Operator Trainer and be assigned to a shift.

Operators are encouraged to complete the "Certificate in Chemical Plant Skills" through TAFE for which assistance under the Company's educational assistance policy is available.

3.2 Process Maintenance and Associated Matters

3.2.1 Process Maintenance

Consistent with the provisions of the award, the functions and responsibilities of all operatives include the clean, safe and effective operation at all times of plant and associated equipment; the evaluation of equipment performance and process conditions; the execution of running adjustments and minor repairs consistent with safe and effective operation; the preparation (including the proper isolation) of equipment for maintenance; the use of hand tools (such as spanners, wheel keys, wrenches and screw drivers) and of appliances (such as gas testing and laboratory testing equipment, portable thermometers) as may be necessary or incidental to the performance of operating functions and whose duties shall include the performance of any other task associated with the process. Appropriate training will be given to Operators (eg bolt and gasket identification). Training packages/SOP'S will, as in the past, be developed by competent people in these specific areas, and will be also based on the appropriate safety consideration for the job.

Without limiting the generality of the foregoing, repairs and adjustments involving use of hand tools, will include the following:

- (a) Insert/remove dismantle operating equipment, eg catalyst stingers.
- (b) Remove and replace small valves, plugs and fittings as used for bleeds, drains, vents and sample connections. (Spades not included).
- (c) Connect/disconnect flexible hoses for use in cleaning, smothering leaks, heating lines etc.
- (d) Connect/disconnect fittings to educt chemicals from containers.
- (e) Connect/disconnect hoses on lube oil dispensing bars.
- (f) Remove insulation to expose leaks, drains etc, where easily accessible and removable.
- (g) Remove and replace pressure gauges.
- (h) Monitor, drain and change oil in equipment as required.
- (i) Adjust and lubricate glands on valves, cocks etc.
- (j) Connect/disconnect screwed piping and standard fittings for temporary situations such as venting, draining and steaming out arrangements. Dismantle simple screwed piping. (Operators will not thread pipe).
- (k) Open, clean and/or replace filters and screens in pipelines and equipment, up to 4" diameter and PPU vacuum pump strainers. Replace filters in lines greater than 4" diameter, where fitted with V-lock closures.
- (l) Tighten swagelok fittings on pipelines and equipment.
- (m) Isolate streams and/or equipment by removing/replacing caps, plugs and blanks on equipment and piping of diameters of up to and including 4" pipes.
- (n) Connect/disconnect gas cylinder to manifolds.

- (o) In an emergency, take reasonable action necessary to protect personnel, plant, equipment and product (eg fit pipe clamps on leaks).
- (p) Perform any other similar task not involving the application of the general trade experience of recognised tradesmen.
- (q) Process Pump Suction Filter P4501.

Suction strainer causes an immediate loss of the extruder if fouled. The Company and the Operations group agrees that P4501's suction strainer is part of a water control system and is an item that will be removed cleaned and replaced by Operators following appropriate training.

- (r) Pelletizer Knife Removal and Replacement

During operation of the Extruder lumps or broken knives can occur during start-ups of the Extruder. It is seen that removal and replacement of a prepared knife set will assist Operations in maintaining a running plant.

The preparation of a knife set on the carriage requires the use of precision instruments and alignment equipment and would be carried out by the Mechanical Maintenance group.

The Company and the Operations group agrees that removal and replacement of a knife set is an item that will be carried out following appropriate training and isolation for mechanical work.

It is acknowledged that the removal and replacement of a knife set is for the purpose of removal of polymer and/or replacement of a knife set. Other work associated with the maintenance of the granulator is seen as a core mechanical activity.

- (s) Screen Packs

The Company and that the Operations group agree that they will assist the Mechanical group during removal and replacement of screen packs. If during out of hours situations a Basell Maintenance tradesman is not available it is agreed that the Operations group will carry out the removal and replacement with a pre-made screen pack unit. If the problem continues, the operating team will consult with the Plant duty officer to determine appropriate action.

- (t) Lube Oil Filters

The replacement of cartridge lube oil filter elements is seen as being part of the normal operation of a running piece of equipment and therefore shall be part of process maintenance. The Company and the Operations group agree that replacement of fouled cartridge lube oil filters will be carried out as appropriate to ensure adequate lube oil filtration. The Company does not foresee the shift Operators being involved in the ordering of replacement filters, but would envisage the shift Operators logging filter changes through either a SAP Work Order notification or similar procedure in order to allow stock levels to be maintained.

- (u) Process Instrument Filters

The intention of the Company's proposal is aimed at allowing the Operator's group to take action to keep the plant on line. The proposal envisages the Operators being in a position to clean small instrument filters which requires no other action (other than cleaning) and where inaction will shutdown the plant. Right now, the instrument filters on the extruder water flow (45F011) and pressure (45P213) are the only examples for which the Company expects the Operators to take action. Any further instrument filters which may become

critical in the future will be discussed with the Operator representatives in advance. It is not the Company's desire to seek a "blanket" instrument maintenance arrangement and the Company does not wish the Operators to be involved in maintenance activities associated with analyser streams.

(v) Removal and Replacement of Blanks and Fittings

Whilst this item is a statement of the intention of the Company to request activities that have been included in previous awards, it is felt appropriate to indicate the required activities. The Operations group should recognise that they are required to remove and replace fittings to enable process testing, cleaning and purging as may be required to ensure the continued operation of the plant. Securing of loose mechanical and instrument fittings will be covered under this item also. Examples of this would be the re-securing of an instrument line or the tightening of a flange that was found loose.

(w) Isolations for Mechanical Works

The Company plans to vary the required process for "isolation for mechanical Work" to include a padlocking procedure for each group that works on a piece of equipment. Some Operators on the plant have experience with this type of process and as such may be able to supply some input to the discussion. The Operations group would carry out the isolation, as per the current procedures for Mechanical work, with the additional requirement of padlocks on equipment lockable devices where it is agreed that the isolation process is such that it prevents the fuses from becoming part of the circuit.

The process of isolation will be modified to include the use of Work group padlocks. The purpose of the padlocks is to:

- (i) restrain the substation equipment isolator; and
- (ii) restrain the stop/start switch adjacent to the motor.

Operations would be responsible for the isolation of the equipment from the process and the power source. They would use an Operations Work group lock during this process. The Mechanical group would add their Mechanical Work group lock to the existing restraining device. At the completion of the work the Mechanical group would remove their locks and hand back to Operations. Operations would then remove their locks and return the equipment to service.

Mechanical padlock isolations would only be approved on pad lockable isolator systems.

The Company agrees to carry out local training in the isolation procedure prior to the implementation of the required isolations.

Any concerns arising from any future changes in the Maintenance Group's response will be discussed with the CFMEU/BRG representatives in advance.

3.2.2 Illustrative Examples of Associated Tasks

- (a) Use chemical, mechanical or steam cleaning devices as necessary.
- (b) Install stick-on signs or stencil information on pipelines and equipment.
- (c) Perform ordinary service to and operate assigned vehicles and mobile equipment.
- (d) Connect/disconnect hoses to equipment (eg pumps, compressors) and delivery vehicles.
- (e) Rack up all types of hoses used in the performance of associated tasks.
- (f) Connect portable electric leads as required.

- (g) Attend to all equipment lubrication and lubricating devices, grea se valve and cocks, clean lube oil centrifuges, filters etc.
- (h) Evaluate instrument performance by carrying out zero checks.
- (i) Service computer equipment ancillaries, eg loading computer cartridges, loading computer paper.
- (j) Clean plugged or fouled pipelines, drains, etc by:
 - (i) wrapping with steam hoses;
 - (ii) adding detergent or chemicals;
 - (iii) mechanical rodding in simple cases.
- (k) Where easily accessible and on a "first aid" basis, apply "band aid" devices to leaks.
- (l) After appropriate training, use explosimetres as an additional safety aid and, as supplementary to existing procedures.
- (m) Generally taking such reasonable action as may be necessary to make a plant area safe, eg erecting a simple barrier.
- (n) On plant plots, handle and store materials and/or chemicals.
- (o) Use installed or other lifting devices as are available to aid the performance of a Basell Operative's duties.

Table A

Operator Routine Sample Testing Schedule

Time		Homopolymer HP	Random RCP	Block Copolymer
------	--	-------------------	---------------	--------------------

Day Shift

0730	Powder Tests Nibs Test	Rx1-MI XS * BD * HP-MI	Rx1-MI XS * ET * BD* RC-MI	Rx1-MI XS * BD * Rx2-MI CO-MI BE*
0930	Powder Tests Nibs Tests	Rx1-MI * HP-MI	Rx1-MI * RC-MI	Rx1-MI * Rx2-MI * CO-MI
1130	Powder Tests Nibs Tests	Rx1-MI XS * HP-MI	Rx1-MI XS * ET * RC-MI	Rx1-MI XS * Rx2-MI CO-MI BE *
1330	Powder Tests Nibs Tests	Rx1-MI * HP-MI	RC-MI * RC-MI	Rx1-MI Rx2-MI RC-MI

Operator Routine Sample Testing Schedule

Time		Homopolymer HP	Random RCP	Block Copolymer
------	--	-------------------	---------------	--------------------

Afternoon Shift

1530	Powder Tests Nibs Test	Rx1-MI XS * BD * HP-MI	Rx1-MI XS * BD * ET* RC-MI	Rx1-MI XS * BD * Rx2-MI CO-MI BE*
1730	Powder Tests Nibs Tests	Rx1-MI * HP-MI	Rx1-MI * RC-MI	Rx1-MI * Rx2-MI * CO-MI
1930	Powder Tests Nibs Tests	Rx1-MI XS * HP-MI	Rx1-MI XS * ET * RC-MI	Rx1-MI XS * Rx2-MI CO-MI BE *
2130	Powder Tests Nibs Tests	Rx1-MI * HP-MI	RC-MI * RC-MI	Rx1-MI * Rx2-MI * RC-MI

Operator Routine Sample Testing Schedule

Time		Homopolymer HP	Random RCP	Block Copolymer
------	--	-------------------	---------------	--------------------

Night Shift

2330	Powder Tests Nibs Test	Rx1-MI XS * BD * HP-MI	Rx1-MI XS * BD * ET* RC-MI	Rx1-MI XS * BD * Rx2-MI CO-MI BE*
0130	Powder Tests Nibs Tests	Rx1-MI * HP-MI	Rx1-MI * RC-MI	Rx1-MI * Rx2-MI * CO-MI
0330	Powder Tests Nibs Tests	Rx1-MI XS * HP-MI	Rx1-MI XS * ET * RC-MI	Rx1-MI XS * Rx2-MI CO-MI BE *
0530	Powder Tests Nibs Tests	Rx1-MI * HP-MI	RC-MI * RC-MI	Rx1-MI * Rx2-MI * RC-MI

Bound Ethylene at this time are to be done by either NIR or FTIR.

ET at this time to be done by FTIR or NIR.

Standards will be available for FTIR and NIR and are to be used by Operators when required to verify results.

Plant Integrity Testing

Operator will carry out the following tasks:

- (i) pH of granulate water to be locally tested using pH papers to determine the amount of Soda-Carbon to be added to the Granulate water system;
- (ii) testing of pH and Turbidity of the API when pumping to the river.

Drawing of Samples, labelling of samples and holding of samples in the lab as is done now.
Frequency of testing: daily.

3.2.3 Team Concept of Operation

(a) Plant Upsets

Where an upset occurs on operating plant, Operators from other units will continue to assist the Operator whose plant is experiencing the upset.

(b) Normal Operations

It is accepted that under normal operation that Operators will assist outside their assigned area commensurate with knowledge, ability and experience of the plant in question, but not to the detriment of the Operators assigned area of operation. Senior Operators will allocate Operators to areas as needed.

(c) Plant Shutdowns

During shutdowns, rearrangement of shift rosters may need to occur to meet the needs of the operation of maintenance handover requirements, training on days planning/monitoring of shutdown performance, normal annual leave roster arrangements will apply.

(d) Contractor and Materials

Operators will assist in the monitoring and control of quality and performance of work carried out by contractors, through an agreed checking mechanism.

(e) Product Quality Testing

Operators will be committed to use standard lab equipment for the changes for the purpose of plant quality control testing as per table A. If, as a result of changes or improvements to lab equipment, additional product quality results are obtained whilst carrying out a scheduled quality test, these results can be included in the schedule.

Examples of equipment types: IMR, NMR, FTIR and NIR.

Operators may be required to carry out additional lab testing as required during start-ups, grade changes and/or plant up-sets as directed by the senior operator. This testing will be required to assist in determining plant quality, eg Extra M1 or FC, BE RX2, BE Nibs / pellets random copolymer

The testing schedule presented is the routine testing requirements expected for normal operations.

The testing required will vary from time to time as the situation demands, eg on reaction start-ups or extruder grade changes, there may be more testing required. When the plant is shutdown, no testing will be required. As on-line instrumentation is commissioned (eg the on-line extruder rheometer,) a testing requirement will be reduced. However, the Company accepts that it would not be normal for there to be any more than 4 additional samples and tests (excluding re-testing) required over and above the nominated routine testing on any one shift.

If, however, for any reason additional testing, above the schedule, is required then the Senior Operator has the authority to change priorities or request additional resources in order to operate the plant effectively.

The shift Senior Operator will retain the right to request additional resource(s) as plant needs dictate or vary Operator scheduled tasks or actions depending upon plant priorities. However, overtime for lab sampling on plant start-ups will no longer occur as a standard practice.

Exclusions

Wet method testing for XS will not be carried by Operators.

3.3 Basell Operator Classifications - Duties & Responsibilities

3.3.1 General Description

(a) Senior Operator

An employee appointed as such by the Company who is qualified, capable and willing to perform all Operator duties at the Site and is responsible for safely and efficiently controlling such Site under the general supervision of a staff supervisor.

Vacancies for the position of Senior Operator will be advertised.

(b) Relief Senior Operator

An employee appointed as such by the Company who is qualified, capable and willing to perform safely and efficiently any duties associated with the process or equipment at the Site as required by a Senior Operator or under general supervision of a staff supervisor as necessary.

In addition, from time to time, the Relief Senior Operator might be called to act as the Senior Operator on shift.

(c) Panel

An employee working under the supervision of a Senior Operator or relief Senior Operator, who is qualified, capable and willing to perform safely and efficiently such duties as are required by the Company associated with the process or equipment at the Site.

(d) Operating Position 1, 2 and 3 (Operator)

An employee working under the supervision of a Senior Operator or Relief Senior Operator, who is qualified, capable and willing to perform safely and efficiently such duties as are required by the Company associated with the process or equipment at the Site.

(e) Trainee Position

An employee under the supervision of a Senior Operator, Relief Senior Operator or the Operator Training Coordinator, undergoing the necessary orientation and training to enable safe and efficient performance as an Operator.

An employee engaged for or transferred to the position of Operative will be classified initially as a Trainee Operative.

(f) The Operator Training Co-Ordinator

The Operator Training Co-Ordinator position will be filled by an existing senior operator or by an operator who has passed out for job knowledge evaluation in the senior head operator position.

The period of tenure will be approximately, but not exceeding 3 years. The period of tenure will commence on the day that an incoming Operator Training Co-Ordinator takes up the duties of the position without assistance, 3 years from that day will be known as the anniversary date. The incoming Operator Training Co-Ordinator will be nominated 6 months before the incumbent Operator Training Co-Ordinator anniversary date therefore applicants will be called for no less than 9 months prior to the anniversary date.

The incoming Operator Training Co-Ordinator will complete the "Train the Trainer" and "Computer Skills" (needs based) courses between the nomination date and the commencement of the handover period. The handover period will commence no more than 2 months prior to the incumbent's anniversary date and will be needs based, but a minimum of one month is deemed as appropriate in most cases. When the incoming Operator Training Co-Ordinator has an understanding of the duties of the position and has sufficient confidence to carry them out without assistance then the outgoing Operator Training Co-Ordinator will return to shift.

Example:

Incumbent Operator Training Co-Ordinator anniversary date = 15 April 1995

July 1994	Advertise vacancy for above position
August/September 1994	Conduct interviews
October 1994	Nominate Operator to position
February 1995	Handover commences
April 1995	Handover completed, eg 7 April
	Incoming Operator Day Trainer takes up duties, Revised anniversary date 7 April 1998

Where the category level for the incoming Operator Training Co-Ordinator changes, the change will be permanent and not limited to the period of tenure. The Operator Training Co-Ordinator category level will be the same as the Senior Operator level for the Site.

If there is no replacement for the incumbent Operator Training Co-Ordinator and he/she wishes to re-apply for the position, the Operator Training Co-Ordinator must return to normal duties on shift for 2 months minimum before resuming Operator Training Co-Ordinator duties.

The Operator Training Co-Ordinator will primarily work on day work, however it is possible to foresee situations where it might be appropriate that he spend some time on afternoon and /or night shift. It may be necessary for example to conduct training on new equipment that needs to be carried out within certain time constraints.

There are circumstances where it may necessitate the Operator Training Co-Ordinator becoming for short periods part of the operating team (eg major fire and/or uncontrolled gas releases, secondly during the major complex start-up/shutdown) where demands for senior operators skills is at a premium. During a major start-ups/shutdowns there would not normally be any formal training carried out. The role of the Operator Training Co-Ordinator will not include covering shortfalls in the shift roster.

No guarantee of overtime is provided to the Operator Training Co-Ordinator, however it is the expectation of the Company that overtime may need to be worked by the Operator Training Co-Ordinator in fulfilling operators training needs.

The Operator Training Co-Ordinator will reside on the plant for most of his duties, a work area suitable for training will be provided and access to other training rooms within the refinery and various training aids located at the training Centre. The Operator Training Co-Ordinator will report to the Operations Manager but by necessity in the fulfilment of duties related to the position need to liaise with Shift Senior Operators and the external training resource providers.

The Operator Training Co-Ordinator will provide input to the operator formal training days in the form of training modules that fall within the Operator Training Co-Ordinator's field of expertise. The input provided by the Operator Training Co-Ordinator should not be so extensive as to compromise the primary function of "on job training".

Operator Training Co-Ordinator

Function:	Manufacturing
Location:	Basell Clyde
Position:	Operator Training Co-Ordinator
Reports to:	Operations Manager
Purpose:	An employee appointed as such by the Company who is qualified as a Senior Operator and is required to plan, arrange and carry out training programs for operators and other nominated employees.

Nature and Scope of Position:

The incumbent is a qualified Senior Operator specifically chosen to perform Site operating and safety training.

The general tenure of the incumbent in this position is 3 years. However, unforeseen circumstances may shorten this period.

Principal Duties:

Assist the Operations Manager to organise and Co-ordinate new operator induction.

- (i) Conduct initial introduction of "on the job training" for plant operators to acquire job accreditation.
- (ii) Assist the Senior Operator and Operations Manager with the accreditation of operators following the completion of their training.
- (iii) Be responsible for filing and maintenance of all training records.
- (iv) Prepare, research and edit material relevant to plant processes for use in training.
- (v) Provide input (training modules) to operator training modules. Organise classrooms and other general administration as requested by Operations Manager.
- (vi) Give class presentations to selected groups on new equipment and plant modifications.
- (vii) Assist in the update of plant manuals and drawings.
- (viii) Update and modify "Tasks and Skills" booklets with new plant equipment and operating mode changes.
- (ix) Attend meetings and liaise with external trainers and resources to formulate training needs.
- (x) Conduct plant awareness training to internal and external groups on the Basell Site providing that operator training is not encumbered.

3.3.2 Operator Duties and Responsibilities

The following lists summarise the duties and responsibilities of operators. These duties and responsibilities include but are not limited to the items listed.

(a) Common Duties & Responsibilities

- (i) Safe, clean and effective operation at all times of refining plant and associated equipment and according to instructions issued by the Company through its supervisors.
- (ii) Evaluation and reporting (verbally, written and through computer) of equipment performance and process conditions.
- (iii) Execution of running adjustments and minor repairs consistent with safe and effective operation.
- (iv) The preparation and isolation of equipment for maintenance.
- (v) The use of hand tools and equipment as necessary or incidental to the proper performance of operating functions. This will include spanners, wheel keys, wrenches and screwdrivers, motor vehicles, forklift trucks, gas testing and laboratory testing equipment, portable thermometers. The repairs and adjustments which operators, using hand tools may make are set out in 3.2.1 above. For guidance, illustrative examples of associated tasks are set out in 3.2.2 above.
- (vi) Is required to be familiar with all manuals, instructions and schedules associated with safety, operating and training relevant to the complex.
- (vii) Is responsible for ensuring the safe operation of the assigned area including the conduct of visitors to the plant and contractors working in the area.
- (viii) Is required to relieve in lower category jobs commensurate with knowledge, ability and experience and expected to undertake training as necessary to perform the duties as assigned by the Company commensurate with knowledge, ability and experience.
- (ix) Perform sampling and testing of process variables and equipment.
- (x) Minor administration tasks related to the job will be carried out as necessary.
- (xi) Operators will obtain the necessary WorkCover tickets stipulated in WorkCover regulations and as required by the Company.
- (xii) Laboratory testing will be carried out and the team support concept of operation will apply as specified in 3.2.3 above.
- (xiii) Raw Material and Finished Goods Reconciliation

The purpose of this new process is to ensure that Raw Material reception, utilisation and reconciliation, is in compliance with the International Quality Insurance requirements of ISO 9001 and that the control of the activity be done by the appropriate employees in the organisation.

The objective of the Raw Materials and Finished Goods Reconciliation activity is to be able to identify which batch of any Raw Material and Polymerisation Ingredients were used to make a given lot of Finished Good Polypropylene.

The introduction of the raw material and finished goods reconciliation will be done in 2 stages.

Stage 1: Will be the introduction of a manual paper system to track all raw materials.

Stage 2: Is to introduce a computer system to take over from the manual paper system, this system will incorporate, eg:

- (A) Logging / Scanning Raw Material lot information
- (B) Initiating actions when major Raw Materials variance occur
- (C) Logging / Scanning consumption points, time and quantities of Raw Material
- (D) Confirming completion of production orders

Once the computer system has been developed, tested and is reliable detailed training and on the job coaching will be provided to all shift Operators prior to implementing this new process.

(b) Senior Operator

- (i) Directs and co-ordinates the work of other Operators at the Site.
- (ii) Interprets, comments on and carries out the instructions of staff supervision.
- (iii) Monitors the safety and efficiency of operation, quality of products and ensures reporting and sampling are carried out as required.
- (iv) Liaises with Shell refinery or other suppliers, as required.
- (v) Is required to follow and to have full knowledge of all manuals, instructions and schedules associated with safety, operating and training relevant to the Site.
- (vi) Ensures that the Operators on the shift are fully trained by administering training and reporting to the appropriate staff supervisor the future requirements of the shift.
- (vii) Requisitions and accounts for all necessary process, operational and administrative materials as required.
- (viii) Ensures that plant and flare surveys are carried out as required.
- (ix) Provides assistance, advice and support to Operators on the shift as necessary.
- (x) Ensures that plant safety equipment is checked regularly and any repairs, reordering or maintenance is performed.
- (xi) Assists in the co-ordination and planning of plant safety meetings.
- (xii) Is expected to attend Senior Operator meetings for the Site.
- (xiii) Shift Management of Overtime Sheets, Leave and Time in Lieu. The Senior Operator will correlate all relevant paper work for each member of his shift team for the pay month, eg checking the overtime hours calculation and that appropriate leave forms have been submitted. Forms are to be initialled/signed and passed to the Operations Manager for processing including a list of outstanding paperwork. Special Leave would still be authorised by the Operations Manager. The

responsibility for ensuring that appropriate paperwork is submitted rests with the individual Operator. The Operations Manager maintains overall line responsibility for this process.

- (xiv) Taxi Authorisations. The Senior Operator will authorise taxi use as per agreed guidelines and generally call for a taxi via the Shell Gate.
- (xv) Maintenance Call-ins. The Senior Operator will call tradesmen direct using a PC based information system. This system will have out of hours contact numbers for easy use. Single point contractor support numbers will be included.
- (xvi) Feedstock Supply Liaison. The Senior Operator may from time to time be required to communicate with Basell feedstock suppliers to advise them of plant upsets. The intention is to make the Senior Operator the main focal point for out of hour's activities in this area.
- (xvii) Environmental Response. The Senior Operator would be required during flaring incidents of a notifiable level (currently 15 tons per hour and a period of 5 minutes) to advise the EPA via the EPA Hot Line of the suspected reason for the incident. Guidelines are to be issued by the Company.
- (xviii) QIR Investigation. The Senior Operator, where appropriate, may be nominated to investigate QIRs.
- (xix) Radiation Source Leak Checks. The Senior Operator will carry out the testing schedule currently carried out by the Shell Shift Controller. It is the Company's intention for the Senior Operator to test the plant radiation sources at 6 weekly intervals. The procedure involves using a hand held radiation gauge monitor to test for radiation levels at a distance of approximately 5 cm from the gauge. The gauges are also visually checked to confirm that the gauge is not physically damaged. In total, 10 PPU gauges are involved. The readings and comments are logged and a copy is sent to the Site's Radiation Co-ordinator. The timing will be set up in the Operator's Diary (and will result in the exercise being carried out by each shift approximately twice per year.) In addition, to speed up knowledge acquisition, it is proposed that the shift Senior Operator will accompany the radiation contractor, on his 3 monthly inspections (in which he carries out wipe tests and radiation checks at larger distances) to re-enforce his knowledge. Training of approximately 0.5 days duration is anticipated every 2 years.
- (xx) After Hours Parts/Deliveries. The Senior Operator may, on an infrequent basis, be required to assist contract tradesmen to access parts from the Basell spares system. An instruction for this activity would be produced by the Company. The Senior Operator may also be required to accept after-hours parts deliveries. It is not the Company's intention to vary the normal delivery times as a result of this agreement, and it will continue to do its best to ensure deliveries arrive during normal delivery times. Unfortunately, the Company cannot guarantee this, and on the occasions that goods arrive after hours, eg additives, the Company would request the shift team to unload the delivery vehicle, place the goods in the warehouse and leave the Goods Receipt docket for Basell's Contract & Procurement Supervisor. The Company does not expect the frequency of out of hours deliveries to increase beyond the current level, and, unless the plant shutdown is imminent, the Company would not expect it be necessary for additives to arrive or be unloaded late in the evening or during night shift.
- (xxi) After Hours Product Release. The Senior Operator in an after hours situation will carry out an averaging of the batch card results and provided it's within the Company guidelines release the batch for bulk loading. A signed batch card is to

be faxed to the transport contractor for further processing. If the batch is outside the guidelines then the product will be marked as "ZZ Hold" and faxed to the transport contractor who will hold the product at their premises.

- (xxii) In the event of a dispute arising during the operation of a shift, the settlement of disputes procedures set out in clause 2.1 of this award shall be followed.
- (c) Relief Senior Operator
- (i) Act as the Senior Operator, in the absence of the Company designated Senior Operator on a given shift
 - (ii) Carries all duties and responsibilities of the Senior Operator while acting as the Senior Operator on shift
 - (iii) When not acting as the Senior Operator, the Relief Senior Operator can be asked by the Senior Operator to perform either Panel or Operator function.
 - (iv) While performing Panel or Operator duties, the Relief Senior Operator is governed by the same duties and responsibilities of the Panel or Operator jobs.
- (d) Panel
- (i) Monitor and maintain safe and efficient operation of the Site through observation and analysis of computerised control system.
 - (ii) Requires a thorough understanding of the entire Site operations.
 - (iii) Communication hub for the Team:
 - (A) Remain contactable with all people in plant by phone or 2-way radio;
 - (B) Ensure panel is staffed at all times;
 - (C) Integrate information from others and pass observations onto Senior Operator;
 - (D) Answer and respond to outside calls;
 - (E) Be aware of movement of maintenance crews, drivers etc (non-staff) entering plant;
 - (F) Maintain surveillance of Site throughout shift.
 - (iv) Quality product focal point (increased responsibility for product quality control):
 - (A) Evaluate recent product quality history on advanced process control system;
 - (B) Analyse lab results, feedback from Operators and information from the control system (panel) to ensure production statistics are within appropriate ranges;
 - (C) Determine adjustments required processing parameters and taking appropriate action. At the discretion of the panel operator, there may be consultations with shift Operators and/or operation/technical staff personnel during office hours, or duty manager during off hours, prior to making a final decision for a given process move;
 - (D) Analyse actions of computer control system;

- (E) Ensure end product is first grade.
 - (v) Process integrity and efficiency:
 - (A) Monitor operations via the Integrated Control System;
 - (B) Vigilantly monitor process conditions, ensuring correct parameters are set in the system;
 - (C) Co-ordinate distribution of product;
 - (D) Identify and analyse equipment and process problems from the Control Panel feedback;
 - (E) Make recommendations for process improvement.
 - (vi) Safety:
 - (A) Identify and act to prevent potential hazards and dangerous conditions;
 - (B) Assess risk situations and escalate emergency status. Take responsibility to shutdown down plant, if supervision un-contactable;
 - (C) Respond to plant alarms (eg safety shower alarm, fire alarm, gas detector alarm);
 - (D) Keep track of location and activities of people on-site in case of emergency;
 - (E) Consult and inform Senior Operator of emergency situations;
 - (F) Provide information and direction to Outside Operators as required in emergency situation.
- (e) Operator
- (i) Is responsible to manage the operation of the plant area for which they are responsible to ensure that a safe and work environment is maintained, employee occupational health and safety is secured and there is minimal environmental impact.
 - (ii) Is responsible to the Senior Operator on the Site for all aspects of the operation of the plant to which the Operator is assigned. Carries out the instructions of Senior Operator.
 - (iii) Liases closely with Panel Operators on all aspects of the control of the process/plant as required.
 - (iv) Performs process monitoring and process stream sampling as required.
 - (v) Is required to have full knowledge of and be willing to relieve in all lower category jobs on the Site.
 - (vi) Is aware of the requirement to operate to maximise yields within the constraints of product specification,

- (vii) Participates in and trains other Operators and trainees, commensurate with knowledge, ability and experience.
- (viii) Plan and prepare for maintenance activities so that they can be carried out in a manner that recognises and protects against all potential hazards.
- (ix) Monitor and manage plant-operating conditions in order to minimise upset(s) with product quality and plant safety.

Additional responsibilities (specific to Operator level)

Operating position 3

Area 3 - Process Knowledge (eg Treeters) including understanding of panel aspects plus advanced control knowledge and quality testing requirements.

Operating position 2

Area 2 - Process Knowledge (eg Reactor) including understanding of panel aspects, quality testing requirements and basic instrument/electrical knowledge including control system types, process element information, static electricity, distribution system details, motor drive types and substation procedures.

Operating position 1

Area 1 - process knowledge (eg Extruder) including understanding of panel aspects of area, quality testing requirements plus basic mechanical including rotating and static equipment information types, lubrication, gasketing, bolting and piping class information.

Trainee

Introduction to process knowledge (bunker, blower, compressor and spinner operation, transfer paths, line ups, and truck loading), fork lift truck driving, raw materials knowledge, product sampling and basic quality testing, emergency procedures, site safety systems, basic fire training and basic SAP knowledge.

3.4 Basell Operator Job Training

3.4.1 Aim

To provide an operator with training in the skills and knowledge necessary to safely, competently and efficiently operate a section of the plant with little to no assistance or supervision.

3.4.2 Scope

The operator job training will consist of a combination of theory and practical skills. The theoretical training will be conducted in a classroom environment and will consist of a number of modules on general topics, eg distillation, H₂S safety, etc. In some cases modules will be prepared that relate to a particular job due to the uniqueness of the unit involved. For each job in the Site it will be necessary to complete the relevant modules as part of the training for that job.

The practical job training will be partially structured in that the operator will be required to complete a number of tasks under supervision. Many of the tasks associated with a particular job will be discussed in the classroom and subsequently developed "on the job" by peer training.

Ideally the trainee would begin his training immediately following a 10-day break. Instead of reporting to work for Monday night shift, as would normally be the case, the operator would commence training with the Operator Training Co-Ordinator on a one to one basis on Monday

day shift. However there will be occasions when it will not be possible for the trainee to be available at the commencement of the night shift. To such cases alternative arrangements will be made in consultation with the Operator Training Co-Ordinator. All module training will be conducted on day shift so that the full use of training resources can be made.

The practical training will be conducted on shift following the classroom training and be supervised by an operator on shift with guidance from the shift Senior Operator. The operator conducting the training on shift must have passed out in the position for which the training is being conducted. The period of classroom & peer training will be determined by the scope of the job being learnt and the experience of the trainee. In most cases it will be 3 shifts (3 x 7) though this may be extended dependent on individual requirements. It is important that during the 3 x 7 that continuity of training be maintained therefore, every endeavour should be made to ensure that the training is carried out by one Operator. A further period of up to the ten shifts (10 x 7), where the Operator will carry out the duties of the job under the supervision of the Senior Operator only. During this period the operator will be progressively assessed in all tasks and skills related to the position. The latter period is discretionary and is dependent on the experience, ability & confidence of the operator.

3.4.3 Process

- (a) The shift Senior Operator should, with input from the Operator Training Co-Ordinator/Production Manager as appropriate, nominate an operator/s for training. The Senior Operator should prepare a 12 month training plan, discuss the shift training plan with the Production Manager with input from the operator trainer and agree its implementation and prospective trainees should be made aware of future training plans relating to themselves.
- (b) The Senior Operator in consultation with the Operator Training Co-Ordinator will arrange for suitable time for the training to commence. The Operator Training Co-Ordinator should be given as much advance notice of an individual shift's training needs as practical.
- (c) The trainee commences training with the Operator Training Co-Ordinator, completing general and specific training modules according to job requirements. If an operator has previously completed a module as part of their training for a different job then there will be no need to repeat the module a second time unless the operator or the trainer feels there is need for a refresher course. Typically theoretical/module training will take 2-4 days. A trainee at the completion of classroom training may elect to continue day shift instead of reverting to night shift for the remaining period (ie to the end of the 7-day shift). If the trainee elects to continue on day shift in the absence of the Operator Training Co-Ordinator then the time must be spent carrying out training projects set by the Operator Training Co-Ordinator or in peer training with the operator on shift. If the latter option is taken then the on shift Senior Operator must be informed.
- (d) The Trainee will return to shift and commence peer training. For information relating to Job Knowledge Assessment, see section 3.4.9 of this document.

3.4.4 Organisation

The Operator Training Co-Ordinator is responsible for theoretical job training and training administration with the assistance of the Production Manager. The Operator Training Co-Ordinator will issue trainees with Task & Skills books with updates relevant to each new job learnt.

3.4.5 Operator Training Days

Aim: To improve the quality of training. Provide a training system that will have sufficient scope to provide:

- (a) Flexibility to allow choice of training aimed at individual needs.

- (b) Greater relevance to the on the job requirements.
- (c) Personal development skills training.
- (d) Improved attitude towards training.
- (e) Assist in the long-term development of an operator career path.

3.4.6 Administration

32 hours of training each year will be divided into modules, each module will be 2 hours minimum duration.

At the commencement of each calendar year an operator is debited with 32 training hours.

Progressively through the year an operator attends training sessions (see details below) and is credited with training hours completed. Training sessions or modules may be 2 hours, 4 hours, 8 hours, 2 days etc.

If any operator has utilised all his training hours in any given calendar year before the year has ended and further training of that operator is required, spare manning capacity or overtime will be used to complete the training. At the commencement of any given calendar year all training carried out must use available training points.

Operators are expected to undertake and complete 32 hours training each year, as training is fundamental to maintaining existing and obtaining new skills applicable to their job. However if at the end of the final day of the calendar year an operator has training points remaining (in debit), the appropriate hours will be docked from his following pay.

3.4.7 Types of Training

- (a) Priority

These training modules will be specified by the Company and will for the most part be formal, eg Safety, Environmental, etc. Time/venue of each module will be posted a minimum of 6 months in advance.

- (b) Priority

The modules will be mainly plant specific and generally be part formal and part on the job or all on the job. This training will primarily relate to the commissioning of new equipment and all operators whose plants are involved will be expected to undertake this training, as much notice will be given when nominating training times, but actual dates will be largely effected by the availability of new equipment.

- (c) Priority

There are a considerable number of different types of training that fall into this category and can be considered as elective courses. This means that an operator may select which course he wished to attend, though as operator progress through various plant units, attendance of specific courses may be recommended by the Operator Training Co-Ordinator, Senior Operator, or Supervisor.

- (i) Personal development course, eg Leadership skills, management, etc. Generally course participants will be nominated by the Production Manager after discussion with the individual concerned.
- (ii) Work related task/skills development training, eg First Aid tickets, Boiler and steam ticket training, SETCON training, SALE fire training, lubrication and steam trap courses, Siebe Gorman training. The organisation of this training will be carried out by different people, First- Aid tickets by the Training Department, SETCON training by the Operator Training Co-Ordinator, etc. Course time/venue will be posted as far in advance as practicable, in some cases there will be a minimum number requirement to run the course. Alternate course dates will be made available.

(d) Priority

Review training on plant. This type of training can either be formal or on the job and is aimed at operators wishing to refresh themselves in specific areas of their plant which for some reason they have lost touch, eg returning to a panel position from an extended period outside when considerable control changes have taken place. This type of training will be carried out under the guidance of the Operator Training Co-Ordinator, Senior Operator and agreement of the Production Manager.

In a given calendar it is expected that 8 hours will be set aside for (A) Priority training, 16-20 hours for (B) and (C) priority training and 4-8 hours for (D) priority training.

3.4.8 Time For Training

When the training is carried out will be dependent on what type of training is being done. Training modules of 2 and 4 hours would be set for either before the commencement of an afternoon shift or following a day shift, eg SETCON training.

Training modules of one-day duration would be set for the Friday following day shift, eg S.T.O.P. programme. Training modules of 2 days or more will be carried out during a rostered break, eg First Aid ticket.

Hours of work on training days: 0700- 1500 hrs (lunch 1145 - 1230 hrs) unless agreed otherwise with participants.

3.4.9 Assessment of an Operator

- (a) Operatives shall continue to be trained in accordance with the tasks and skills booklets. When trained they shall be examined initially by Senior Operator and Day Training coordinator on their respective shifts with a final check by a third party, eg Operation Manager.
- (b) As a general guideline Operators shall be required to perform satisfactorily in the job for 10 x 7 day shifts. During this period they shall undertake a written and/or verbal assessment on the theoretical and practical aspects of the job.

Depending on the ability of an Operator, and the job being learnt, the 10 x 7 Day assessment period may be varied to meet these circumstances.

3.5 Category Structure

3.5.1 The following table summarises the Category Structure at Basell Clyde Site:

Level	Title
Trainee	Trainee Position
1	Operating Position 1

2	Operating Position 2
3	Operating Position 3
4	Panel
5	Relief Senior Operator
6	Senior Operator

3.5.2 Operator Progression

An Operator shall be eligible for appointment to the next designated position on the plant to which the employee is assigned:

- (a) When the Operator has demonstrated to the satisfaction of the Company that the employee has the ability, knowledge, skills and qualifications and is willing to perform all Operator jobs on the assigned Site or section of Site.
- (b) When the Operator has obtained the knowledge, skills and qualifications necessary to perform the next designated position.
- (c) When the Operator is willing, commensurate with ability, to obtain the knowledge, skills and qualifications necessary to be eligible for appointment to all higher category positions.

3.6 Auxiliary Fire/Emergency Response/First Aid Policy

Operator responsibilities associated with first aid, auxiliary fire and emergency response activities as agreed between the parties are fully comprehended in the wage rates provided in clause 4.1 of the Award. Operators will therefore be required to maintain current first aid qualifications. Basell Operators will form part of the combined Basell - Shell Auxiliary Fire Crew. The following provisions apply to the various operating positions.

3.6.1 Senior Operator

- (a) Designated Senior Operators not acting in a Senior Operator or panel position are required to respond to fire and other emergency situations on other plants.
- (b) Senior Operators should attend 6 fire training days per annum.
- (c) Senior Operators are entitled to attend Sale fire training once every 4 years (or alternative venue if appropriate).

3.6.2 Relief Senior Operator

- (a) Designated Relief Senior Operators not acting as an Operator or Panel position are required to respond to fire and other emergency situations on other plants.
- (b) Relief Senior Operators should attend 6 fire training days per annum.
- (c) Relief Senior Operators are entitled to attend Sale fire training once every 4 years (or alternative venue if appropriate).

3.6.3 Panel Operators

- (a) Panel Operators not acting in a Panel Operator position are required to respond to fire and other emergency situations on other plants.
- (b) Panel Operators should attend 6 fire training days per annum.

- (c) Panel Operators are entitled to attend Sale Fire training once every 4 years (or alternative venue if appropriate).

3.6.4 Operators

- (a) The auxiliary fire crew will be drawn from outside operating positions.
- (b) The auxiliary fire crew will be trained in gate and pipeline emergency response. 2 auxiliary fire crew members from the combined Basell/Shell shift will be nominated from each shift to cover the gate and pipeline emergency response on a rotating basis.
- (c) All members of the auxiliary fire crew will receive training in fire fighting, gate and pipeline emergency response.
- (d) Outside Operators will be entitled to attend Sale fire training once every 2 years (or alternative venue if appropriate).
- (e) New recruits will only be eligible for appointment to the auxiliary fire crew after 12 months service. However, they will be entitled to attend all fire training days during the same period.
- (f) If members of the auxiliary fire crew leave the Refinery to respond to an external emergency, Operators should be called into cover the shortfall.

3.6.5 Basell/Refinery Fire Training

For reasons of practicality, it is intended that a roster be developed for Basell/Refinery fire training in order that attendance be averaged over a full year.

3.6.6 Transition

All Operators currently attending Basell / Refinery fire training will continue to do so at the same frequency.

3.6.7 Fire Fighting Training

The Basell fire fighting strategy is currently being re-designed in order to be in an even better position to continuously fulfil our corporate and community obligations, while providing the Basell Shift Operators with greater sense of confidence when confronted to a Site emergency.

Therefore, Basell will make arrangements to get all of the Operators who wish to attend a professionally structured and delivered Fire Commander and or fire fighting course. This course will take place offsite at a location to be confirmed. Because of the large number of employees involved in this specialised training, the training cycle will be spread over a mutually agreed schedule between Basell and the Fire training service provider. This final detailed schedule will be made in consultation with the Shift Operators, Basell Management and Fire training provider. Basell will continue to provide a periodic refresher-training schedule, in order to keep these essential skills at the right level.

This course will be designed to provide all of the Basell Operators with the necessary and important skills to better manage the upmost important initial minutes following the outbreak of a Site emergency.

In addition, all of the Basell Operators will participate in a minimum of 4 weekly onsite Fire training sessions per year (minimum of 20 hours per year).

PART 4**SALARY AND RELATED MATTERS****4.1 Salary (Wages)**

Any adult employee of a classification as set out in Table 1 - Wage Rates shall be paid per month the wage assigned to that classification.

The rates of pay recognise the total scope of work required to be performed by Operators under this award (including first aids, emergency response and fire control activities).

Table 1 2003

As of 1 July 2003	Base (\$wk)	Base (\$pa)	Shift (\$pa)	Pub Hol (\$pa)	Total (\$pa)
Trainee	\$607.46	\$31,588.13	\$10,980.03	\$2,242.76	\$44,810.92
Level 1	\$861.85	\$44,816.10	\$15,578.07	\$3,181.94	\$63,576.11
Level 2	\$900.37	\$46,819.22	\$16,274.36	\$3,324.16	\$66,417.74
Level 3	\$941.38	\$48,951.59	\$17,015.57	\$3,475.56	\$69,442.73
Panel	\$1038.15	\$53,983.74	\$18,764.75	\$3,832.85	\$76,581.33
Relief SOP	\$1083.58	\$56,345.95	\$19,585.85	\$4,000.56	\$79,932.37
Senior Operator	\$1160.16	\$60,328.40	\$20,970.15	\$4,283.32	\$85,581.87

Table 2 2004

As of 1 April 2004	Base (\$wk)	Base (\$pa)	Shift (\$pa)	Pub Hol (\$pa)	Total (\$pa)
Trainee	631.76	32,851.65	11,419.23	2,332.47	46,603.36
Level 1	896.32	46,608.74	16,201.20	3,309.22	66,119.16
Level 2	936.38	48,691.99	16,925.34	3,457.13	69,074.45
Level 3	979.03	50,909.66	17,696.20	3,614.59	72,220.44
Panel	1,079.67	56,143.09	19,515.34	3,986.16	79,644.58
Relief SOP	1,126.92	58,599.79	20,369.29	4,160.59	83,129.66
Senior Operator	1,206.57	62,741.54	21,808.96	4,454.65	89,005.15

In addition to the wage rates set out above, the following allowances shall be payable as prescribed in this award:

Table 3 Allowances

Period	Meal Allowance	Phone-Call-in Allowance
1 July 2003	\$10.50	\$8.96
1 April 2004	\$10.92	\$9.32

Note 1: The company in appropriate circumstances, will pay an additional \$4.50, that has to be claimed via Company expense report.

4.2 Payment of Wages

4.2.1 Wages and allowances shall be paid monthly by electronic funds transfer into a bank account nominated by the employee. In the event of a failure in the banking system causing late lodgement of payment to an employee's financial institution account payment will be effected by cash, cheque or electronic funds transfer in accordance with arrangements made locally.

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

4.2.3 It shall be a full discharge of the obligations and rights accruing from week to week under clause 5.2, Shift Work, to average over a full shift cycle the payments accruing from shift work to a shift worker. This provision shall apply even if a shift worker fails for any reason to work a full shift cycle.

4.2.4 Historical Transition Arrangements

The following transition arrangements were effective until 31 March 2001. They are retained in the Award as a point of reference in identifying and understanding the background to the position of particular Operators in the Award classification structure.

The 1999 Award structure envisages a situation where all outside Operators, when they reach the top outside operating position, will have acquired and passed out progressively on panel skills. Currently, we have a number of outside Operators who are at various stages in completing all of the outside operating positions.

They can be broken into 4 groups:

- (a) A group who were employed before 1995, who are progressing through or have completed their outside Operator training but have yet to commence their Panel Component training. In 1995 the Operators in this group committed to completing their training in 3 years and they have been paid at the Panel Component level (Level 7) since 1995.
- (b) A group who have been recruited after 1995 who are progressing through their outside training. They are being paid at the top outside Operator level, Level 5.
- (c) A group, who by virtue of their previous operating levels acquired on PPU 1 have been "red-circled". The levels being paid by this group range from Level 7 to Level 9. This group has made no previous commitment to learn Panel Component skills.
- (d) A group who, in 1995, made a commitment to complete their panel component training, have done so and are awaiting the opportunity to commence Panel training. They are being paid at level 7.

Under the transition arrangements to the new Category structure, the following arrangements will apply:

Operator Group	1995 Award Levels	Panel Component Training	1999 Award Levels	Requirements
1	7	Commitment given in 1995	3	Panel Familiarisation training to be undertaken across all units as the training is developed.
2	5		3	Panel Familiarisation training to be Undertaken across all units as the training is developed. Unit Tasks and Skills assessment will include any panel modules developed for those units at the time of assessment.
3	7-9	"Red Circled" from PPU1	3	Panel navigational skills and familiarisation of Yokagowa screens relevant to the outside jobs to be undertaken across all units as the training is developed.
4	7	Completed - awaiting panel	Interim level above Level	Interim pay rate (\$811.30 per week) until progression to panel level.

		training	3	
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4.3 Overtime

4.3.1 Day Workers

For all work performed on weekdays outside ordinary hours the rates of pay shall be time and a half for the first 2 hours and double time thereafter, such double time to continue until the completion of the overtime work. Except as provided in this subclause or subclause (4.3.4) of this clause, in computing overtime each day's work shall stand-alone.

4.3.2 Call Back - Monday to Friday Inclusive

An employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum of 4 hours work at the appropriate rate for each time the employee is so recalled provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full 4 hours if the job the employee was recalled to perform is completed within a shorter period; provided further that in determining the appropriate rate to be paid for any subsequent recall only the time actually worked in earlier recall(s) shall be taken into consideration; provided further that in the event of cancellation or postponement of such recall when an employee reports to the place of duty the employee shall be paid the above minimum of 4 hours for each time the employee is so recalled even if the employee is not required to work.

An employee who, not having been notified before leaving the employer's business premises, is called back to start work at a time less than 4 hours before the commencing time of the employee's ordinary hours of work and continues working into the ordinary hours of work shall be paid from the time of commencing work at the rate of time and a half for the first 2 hours worked and double time for the next one hour worked, in lieu of the ordinary-time rate occurring during his/her period. Thereafter the employee will revert to the ordinary-time rate.

An employee who is contacted at home and responds to a call in to work involving an additional trip to and from the work place shall be paid one hour at the ordinary time rate of pay for travelling time irrespective of the distance travelled.

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

4.3.3 Standing-By

Employees required to hold themselves in readiness, either at home, place of work or elsewhere, to work before or after ordinary hours or on a Saturday which is not an ordinary working day or on a Sunday or a holiday shall until released be paid standing-by time at the ordinary rate of wages for the time from which the employee is told to hold themselves in readiness.

4.3.4 Rest Period after Overtime

When overtime work is necessary it shall, wherever reasonable practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days or shifts.

4.3.5 An employee who works so much overtime

- (a) between the termination of the employee's ordinary work on any day the commencement of the employee's ordinary work on the next day that the employee has not had at least ten consecutive hours off duty; or

- (b) on Saturdays, Sundays and holidays, not being ordinary working days, without having had ten consecutive hours off duty in the 24 hours preceding the ordinary commencing time on the next ordinary day shall, subject to this subclause, be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay of ordinary working time occurring during such absence.

If on the instructions of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty the employee shall be paid at double time rates until being released from duty for such period and the employee then shall be entitled to a be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. Overtime worked in the circumstances specified in subclause (4.3.2) of this clause shall not be regarded as overtime for the purpose of this subclause where the actual time worked is less than 3 hours on such recall or on each of such recalls.

4.3.6 Crib Time

An employee working over time shall be allowed a crib time of 20 minutes without deduction of pay after each 4 hours' overtime worked if the employee continues work after such crib time; provided that the employer shall not be required to make payment in respect of any time allowed in excess of 20 minutes.

Unless the period of overtime is less than 1 hour an employee before starting overtime after ordinary working hours shall be allowed a meal break of 20 minutes which shall be paid for at ordinary rates; provided that if the overtime is scheduled for not more than 2 hours the employer may in lieu of allowing the prescribed break pay for the same at ordinary rates.

4.3.7 Meal Allowance

- (a) An employee required to work overtime shall be paid a meal allowance in the following circumstances:
 - (i) Where work extends beyond one and a half hours after an employee's usual finishing time.
 - (ii) Notwithstanding subclause (i) (a) hereof, after each 4 hours' overtime worked continuously, an employee shall be entitled to a subsequent meal allowance in respect of the first 4 hours and also in respect of each subsequent 4 hours overtime worked, provided that the employee continues working after the qualifying period.
 - (iii) A day worker, or a shift worker on other than 7-day shifts, required to work on a Saturday or Sunday (not being a day on which the employee is ordinarily required to work) shall, after the first 4 hours of overtime worked (provided the employee is required to work beyond the said 4 hour period), be paid a meal allowance.
- (b) An employee who on other than the employee's normal shift is called upon to work on a Saturday, Sunday or holiday shall be paid either:
 - (i) Where the work continues for more that 9 hours a meal allowance and after the next 4 hours of continuous work in excess of 8 hours on any such day, a further meal allowance and after each additional 4 hours continuous work thereafter a subsequent meal allowance, provided the employee continues working after each such qualifying period; or
 - (ii) Where the work is extended unexpectedly beyond the time where the employee would ordinarily be expected to partake of a meal on any such day, a meal allowance for the first such meal and for any subsequent meal.

- (c) An employee being a 7-day shift worker required to work overtime in circumstances where the overtime is not worked continuously with a normal shift shall be paid a meal allowance where work continues for 4 hours and the employee continues working after such qualifying period.
- (d) A meal allowance shall be paid to any employee who, not having received at least 24 hours notice, is called in on any day earlier than 1 hour before the time when (notwithstanding that in the case of a day worker such time is outside the spread of ordinary hours specified in Clause 9, Hours of Work, or in the case of a shift worker such time is earlier than the commencement of the shift worker's ordinary shift hours), the employee would have commenced work on that day had the employee not been so called in, and who thereby misses a meal which otherwise would have been partaken of at home.
- (e) If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised the employee shall be paid as prescribed herein for meals which the employee has provided but which are surplus.
- (f) The monetary value of the meal allowances provided for in this clause are set out in Clause 4.1 Table 3 of this award.

4.3.8 Overtime

Shift workers

For all time worked in excess of or outside the ordinary working hours prescribed by this award shall:

- (a) if employed on 7-day shift work be paid at the rate of double time; provided that no 7-day continuous shift worker shall be paid for overtime worked at any time at a lesser rate than is payable to an employee performing their normal shift at such time; or
- (b) if employed on 5-day continuous shift work (3 shifts per day, 5 days per week) be paid at the rate of double time; or
- (c) if employed on other shift work be paid at the rate of time and a half for the first 2 hours and double time thereafter; except in each case when the time is worked:
 - (i) by arrangement between the employees themselves; or
 - (ii) for the purpose of effecting the customary rotation of shifts (see current understandings); or Clause 5.3.
 - (iii) on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day in accordance with subclause 3.1.2 of Clause 3.1, Contract of Employment.
- (d) in computing overtime under this subclause each day's work shall stand alone.

4.3.8.1 Meal Interval

20 minutes shall be allowed to all shift workers each shift for a meal which shall be counted as time worked. An employee shall not be required to work for more than 5 hours without a break for a meal.

4.3.8.2 Calculation of Working Times

The hours of work shall commence and finish at the plant or facilities where work is to be performed.

4.3.8.3 Call Back

A 7 day shift employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid a minimum of 4 hours work at double time for each time the employee is so recalled. An employee who is contacted at home and responds to a call-in to work involving the employee in an additional trip to and from the workplace shall be paid one hour at the employee's ordinary time rate of pay for travelling time irrespective of the distance travelled. This subclause shall not apply in cases where the overtime is continuous subject to a crib time) with the completion or commencement of ordinary shift time.

4.3.8.4 Cancellation of Overtime: Shift Workers

- (a) If notice cancelling a previous instruction to work overtime is given to an employee before the employee leaves the workplace, a penalty payment shall not be payable.
- (b) If notice cancelling the instruction is sent or telephoned to the employee's registered address before the employee would normally have left to commence work, the employee shall be paid a minimum of:
 - (i) two hours at the employee's ordinary-time rate in the case of overtime scheduled for a day on which the employee is rostered to work an ordinary shift; and
 - (ii) 4 hours at the employee's ordinary-time rate in the case of overtime scheduled on a day on which an employee is not rostered to work an ordinary shift.

Provided that an additional penalty shall not be payable if the employee is not at the registered address when notice of cancellation is delivered or telephoned and the employee subsequently reports for work.

- (c) If notice of cancellation provided in subclause (b) hereof is not delivered or telephoned to the employee's registered address at least one hour before the employee would normally leave to commence work and the employee would normally be expected to partake of a meal at the workplace during the period of overtime now cancelled, he/she shall be entitled to a meal allowance as set out in Clause 4.1 - Table 3 - Allowances.
- (d) For the purpose of this clause registered address shall mean the address recorded by the employer.

4.3.9 Telephone Call-In

An employee who on any day of the week responds to a telephone call made to the employee at home requiring the employee to report to work earlier than the employee's next scheduled starting time shall receive payment as set out in Clause 4.1 Table 3 of this award.

4.4 Mixed Functions

An employee engaged on any shift, on work carrying a higher rate than the employee's ordinary classification shall be paid the higher rate for the whole of the employee's ordinary working hours on that day or shift.

4.5 Transport Of Employees

When an employee, after having worked overtime, or a shift for which the employee has not been rostered, finishes work at a time when the employee's normal means of transport or reasonable means of public transport are not available, the Company shall provide the employee with transport to the employee's home and return, or pay the employee at the employee's ordinary-time rates for the time reasonably occupied in reaching his/her home.

4.6 Shift Workers On Day Duties - Roster, Hours & Entitlements

Continuous shift workers who from time to time may be temporarily assigned to Day Shift worker duties shall only be rostered to work an 8 (8) hour day shift on a 9 day fortnight basis. Meal breaks, shift penalties and other entitlements shall be in accordance with those of continuous shift workers and shall be counted as time worked.

4.7 Saturday Work - Day Workers

- (a) For all work performed on a Saturday, the rates of pay shall be time and a half for the first 2 hours and double time thereafter.
- (b) An employee required to report for work on a Saturday shall be paid for at least 4 hours at the appropriate rate for the first attendance and at least one hour at double time for each subsequent attendance.
- (c) An employee required to work on a Saturday shall be allowed a crib time of 20 minutes without deduction of pay after each 4 hours worked if the employee continues work after such crib time; provided at the first prescribed crib time, if occurring between 10.00 am and 1.00 pm, shall be paid at the ordinary-time rate. The employer and an employee may agree to any variations of this provision to meet the circumstances of the work in hand provided that the employer shall not be required to make any payment in respect of any time allowed in excess of 20 minutes.

4.8 Sunday and Holiday Work - Day Workers

- (a) For all work performed on a Sunday the rates of pay shall be double time, such double time to continue until the employee is relieved from duty.
- (b) For all work performed on a public holiday prescribed in Clause 6.8 and 6.9 Public Holidays - the rates of pay shall be triple time, such triple time to continue until the employee is relieved from duty.
- (c) An employee, required to report for work on a Sunday or public holiday, shall be paid for at least 4 hours at the prescribed rate.

PART 5

HOURS OF WORK

5.1 Standard Hours

The ordinary hours of work for both day and shift workers will be an average of 35 hrs per week worked in accordance with the Standard Hours (Oil Companies) Award. For a day worker, the ordinary hours will be worked between Monday and Friday inclusive from 7.00 am-5.30 pm continuously, except for meal breaks of not less than 30 minutes between 11.30 am-1.30 pm. Provided that where the employer desires to vary or change the starting and/or finishing time of an employee or employees, the employer shall give 48 hours' notice of such variation or change to the employee or employees concerned and in the case of a group of employees shall display a notice of the intended change.

5.2 Shift Work

5.2.1 Hours - 7-day Shifts

An average of 35 hours per week shall be worked over the complete shift cycle. The ordinary hours of such shift workers shall not exceed 8 in any day. Subject to the following conditions such Shift Workers shall work at such times as the employer may require:

- (a) A shift shall consist of not more than 8 hours, inclusive of crib time;
- (b) Except in the circumstances specified in subparagraph 5.2.1, 5.2.2 and 5.2.3 of paragraph C, of subclause 4.3.8 of this clause, an employee shall not be required to work more than one shift in each 24 hours. Such shifts shall include crib times as set out in subclause 4.3.8.1 of clause 4.3, Overtime.

5.2.2 Hours - Other than 7-Day Shifts

The ordinary hours of all other shift workers shall not exceed 35 hours in any week worked in 5 shifts between 10.00 pm Sunday and 7.00 am, Saturday inclusive. Such shifts shall include crib times as set out in subclause 4.3.8.1 of clause 4.3, Overtime.

5.2.3 Transfer to Existing Shift Rosters

Until the expiration of 48 hours' notice of the specified shift on which the employee is to work, an employee shall, for all time worked on that specified shift:

- (a) if, immediately previously employed on 7-day shift work or 5-day continuous shift work, be paid at the rate of double time;
- (b) if, immediately previously employed on other shift work or day work, be paid at the rate of time and a half for the first 2 hours and double time thereafter.

5.2.4 Variation of Method of Working Shifts

The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the Union to suit the circumstances of the establishment or in the absence of agreement by 48 hours notice of variation given by the employer. The time of commencing and finishing of shifts once having been determined may be varied by agreement between the employer and the accredited representative of the Union to suit the circumstances of the establishment or in the absence of agreement by 48 hours notice of alteration given by the employer to the employees.

5.2.5 Afternoon or night shift Allowance

(a) Definitions

"Day Shift" means any shift finishing after 8.00 am and at or before 6.00 pm, where such shift forms part of a rotating or alternating shift work pattern.

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

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

"Permanently working" means an employee shall be deemed to be and to have been

"permanently working" an afternoon or night shift or combination of afternoon and night shifts if:

- (i) the employee works on an afternoon or night shift or combination of such shifts without rotating or alternating with another shift or with day work, so as to give the

- employee at least one-third of the employee's working time off that afternoon shift or night shift or combination of such shifts in each shift cycle; or
- (ii) the employee remains on an afternoon or night shift only or a combination of afternoon and night shifts, for a longer period than 4 consecutive weeks; or
 - (iii) the employee is specifically engaged to work on an afternoon or night shift only or on a combination of afternoon and night shifts only.
- (b) For the ordinary hours of shift, shift workers shall be paid the following extra percentages of the rate prescribed for their respective classifications:

	Shift	Percentage
(i)	Day shift, Monday to Sunday inclusive, other than day work as prescribed in clause 7, 'Hours of Work'	10
(ii)	Afternoon or night shift Monday to Sunday inclusive, other than shifts referred to hereunder	15
(iii)	Permanently working afternoon shift	20
(iv)	Permanently working night shift	25
(v)	Permanently working alternate night and afternoon shifts:	
	(A) When on afternoon shift	20
	(B) When on night shift	25
(vi)	Afternoon or night shift which does not continue for at least 5 consecutive afternoons or nights	50

5.2.6 Saturday Work- 7-day Shifts

The minimum rate to be paid to a 7-day shift worker for work performed on a shift, the major portion of which falls between midnight on Friday and midnight on Saturday, shall be time and a half.

5.2.7 Saturday Work - Other than 7-day Shifts and 5-day Continuous Shifts

For all work done on a Saturday the rates of pay shall be time and a half for the first 2 hours and double time thereafter; provided that a shift worker (other than a 7-day shift worker) required to report for work on a Saturday shall be paid a minimum of at least 4 hours at the appropriate rate for their first attendance and at least provided further that the aforementioned minimum shall not apply in respect to overtime worked continuously with a shift the ordinary hours of which extend into Saturday as provided in subclause (5.2.2) of this clause.

5.2.8 Sunday Work - 7-day Shifts

The minimum rate to be paid to a 7-day shift worker for work performed on a shift the major portion of which falls between midnight on Saturday and midnight on Sunday shall be double time.

5.2.9 Sunday Work - Other than 7-day Shifts

- (a) For all work done on a Sunday by a shift worker, other than a 7-day shift worker, the rate of pay shall be double time.
- (b) Provided that this subclause shall not apply to any shift the ordinary hours of which commence on or after 10.00 pm on Sunday as provided in subclause (5.2.2) of this clause.

5.2.10 Extra Rates not Cumulative

The extra rates provided in subclauses 5.2.7 and 5.2.9 of this clause shall be in substitution for and not cumulative upon the shift allowance prescribed in subclause 5.2.5 of this clause.

5.3 Current Understandings

5.3.1 Plant Staffing

Plant staffing for the duration of the award will be 35, made up of: 5 shifts of 6 personnel (covering 5 shift positions) 2 spare shift personnel for LSL, training relief, etc. 3 day work positions

5.3.2 Shift Changes

The responsibility of an operative is to remain on the job until relieved (or alternative arrangements are made by his supervisor).

5.3.3 Safety Cover

The present understanding as to the provision of safety cover in accordance with subclause 3.1.4 (c) of Clause 3.1, Contract of Employment, and the right of the Company to determine these requirements is reaffirmed in the following terms:

The Company has the sole right in all circumstances (including those involving plant shutdowns) to determine the action necessary and the method of operation to ensure the safety of personnel and the protection of plant and product. In this regard the Company's requirements as to the work to be performed and the number and classification of personnel necessary will be covered.

5.4 Rest Periods for Shift Workers

5.4.1 The Union and the Company agree that appropriate rest periods should be taken between successive work periods.

5.4.2 Accordingly, the Company, its employees and their union will co-operate in establishing work arrangements which will provide for rest periods of at least 10 hours for shift workers. Without limiting the scope of such arrangements in continuous manufacturing processes, shift coverage on an overtime basis should be shared between the off-going shift and the on-coming shift. An exception to these arrangements would be those occasions when employees exchange shifts between themselves with Company approval.

5.4.3 Recognising the difficulties of establishing reasonable arrangements to meet unscheduled night shift relief requirements, awards may give recognition to the concept by prescribing that where shift employees are required to work unplanned overtime for more than 6 hours continuous with the end of afternoon shift they shall be allowed and shall take a 10-hour rest period without loss of pay for ordinary working time occurring during that period. Where coverage in a night shift situation can be pre-planned, endeavour will be made to share reasonably the overtime requirements as under 5.4.2 above.

PART 6

LEAVE

6.1 Annual Leave

6.1.1 See *Annual Holidays Act 1944*, as amended.

- 6.1.2 In addition to the leave hereinbefore prescribed, 7-day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed 7 consecutive days leave including non-working days.
- 6.1.3 Where an employee with 12 months' service is engaged for part of the 12 month period as a 7-day shift worker, the employee shall be entitled to have the period of leave prescribed in subclauses 6.1.1 and 6.1.5 of this clause increased by half a day for each month the employee is engaged continuously, as aforesaid.
- 6.1.4 Shift workers on continuous shift shall, during their absence or annual leave, be paid in accordance with their normal roster.
- 6.1.5 Notwithstanding anything elsewhere contained in this award, the payment to be made to an employee proceeding on a period of annual leave in accordance with this clause shall be not less than the equivalent of the sum of the ordinary-time rate of pay for the employee's classification as prescribed in Clause 4.1, Wages, for the period plus 22.5% of that amount; provided that pro rata payments in lieu of leave on termination of employment shall be paid for only at the employee's ordinary-time rate of pay as above.
- 6.1.6 Local arrangements provide for 31 days annual leave per annum for 7-day continuous shift workers.

6.2 Sick Leave

- 6.2.1 An employee who is absent from work on account of personal illness or incapacity shall be entitled to leave of absence without deduction of pay subject to the following conditions and limitations:
 - (a) The employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to worker's compensation.
 - (b) Where practicable the employee shall notify the nominated representative of the employer prior to the commencement of the employee's next period of work, and in any case the employee shall within 24 hours of the commencement of such absence inform the employer of the employee's inability to attend for duty and, as far as practicable, state the nature of the illness or incapacity and the estimated duration of the absence.
 - (c) The employee shall prove on account of such illness or incapacity that the employee was unable to attend for duty on the day or days for which sick leave is claimed.
 - (d) The employee shall not be entitled in respect of any year of service with the employer to leave in excess of 5 days in the first year of service and ten days and 10 half days in any subsequent year of service. Provided that sick leave shall accumulate from year to year so that any balance of the period specified herein which has in any year not been allowed to an employee by an employer as paid sick leave may be claimed by the employee and subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of the year. Provided further that sick leave which accumulates pursuant to this subclause shall be available to the employee for a period of 10 years but no longer from the end of the year in which it accrues.
 - (e) An employee is not entitled to sick leave for more than 2 absences each of a single day in any one year of service without the production (if requested by the employer) of a certificate, from a qualified medical practitioner. Nothing in this subclause shall limit the employer's rights under paragraph (c) of subclause 6.2.1 thereof.

6.3 Long Service Leave

The provisions of the Long Service Leave (Oil Companies) Award 1985 as published 18 June 2002 (330 I.G 826) are deemed to regulate long service leave for the purposes of this award, and in so far as that

Award and the *Long Service Leave Act* 1955 are inconsistent, the Long Service Leave (Oil Companies) Award 1985 as published 18 June 2002 (330 I.G 826) shall prevail.

6.3.1 Payments on Leaving the Company

Long Service Leave Entitlement shall be formally calculated on the basis of base pay plus shift allowance in redundancy, retirement and employment separation situations, but not otherwise on the forced termination of employment.

6.3.2 Taking of Leave

Accrued long service leave may be taken as soon as practicable after the accrual date, having regards to the needs of the Company, or at such times as agreed between the Company and the employee.

The leave shall be taken in one continuous period, or if the Company and employee agree, in not more than 3 separate blocks.

6.3.3 Granting Leave in Advance

In special circumstances, provided that an employee has completed at least 5 years' service, the Company may grant long service leave before it has accrued. No further leave entitlement will occur until the next accrued date. If the employee leaves the Company before the leave has accrued, the Company will deduct from final pay the value of any excess leave taken.

6.4 Bereavement Leave

6.4.1 An employee shall be entitled to up to 3 days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in paragraph 6.4.3 below.

6.4.2 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.

6.4.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of subclause 6.6.1(c)(ii), provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.

6.4.4 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.

6.4.5 Bereavement leave may be taken in conjunction with other leave available in Clause 6.6 Personal/Carers Leave. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable requirements of the business.

6.5 Parental Leave

An employee shall be entitled to Parental Leave as defined in Chapter 2 of Part 4 of the *NSW Industrial Relations Act* 1996, and granted as per Company Policy documented in the Personnel Policy Manual, which ever is greater.

6.6 Personal/Carer's Leave

6.6.1 Use of Sick Leave

(a) An employee with responsibilities in relation to a class of person set out in (6.6.1)(c)(ii) 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 6.2 of

- the award, 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 clear 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
 - (iii) 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 the person, or
 - (iv) 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
 - (v) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (vi) a member of the employee's household; or
 - (viii) a relative of the employee who is a member of the same household, where for the purpose 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 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.

6.6.2 Unpaid Leave for Family Purposes

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 (6.6.1)(c)(ii) above who is ill.

6.6.3 Annual Leave

- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944* (NSW) to take annual leave not exceeding 5 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 (6.6.3)(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 5 consecutive annual leave days are taken.

6.6.4 Time-off in Lieu of Payment for Overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (6.6.4)(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 par (6.6.4)(a), the employee shall be paid overtime rates in accordance with the Award.

6.6.5 Make-up Time

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

6.6.6 Rostered-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 the union of its intention to introduce an enterprise system of RDO flexibility and providing a reasonable opportunity for the union to participate in negotiations.

6.7 Jury Service

Subject to the production of satisfactory evidence, an employee required to be absent from work due to jury service will be reimbursed by the employer for any loss of wages to the extent of the difference between the amount the employee received for attendance on jury service and the ordinary-time rate of pay during such absence.

6.8 Public Holidays

6.8.1 Unless the employee is required to work by the employer, an employee shall be entitled to the following public holidays without deduction of pay: New Year's Day, Australia Day, Good Friday, Easter Monday, Easter Tuesday, Anzac Day, the Queen's Birthday, August Bank Holiday, 8-hour Day, Christmas Day, Boxing Day, and any other day proclaimed as a holiday throughout the State.

6.8.2 When Anzac Day falls on a Saturday or a Sunday, the following Monday or the day gazetted by State Government of New South Wales to be observed as the Anzac Day holiday shall be substituted for Anzac Day.

6.8.3 An employee called upon to work on any of the holidays above shall be notified the day before and, except as provided in subclause (6.8.6) hereof, shall in addition to the weekly wage, be paid double time for all time worked with a minimum payment as for 4 hours.

6.8.4 Holiday Work - 7-day Shifts

- (a) The minimum rate to be paid to a 7-day shift worker for work performed on a shift the major portion of which falls on a Saturday, that Saturday being a holiday under Clause 4.7, Holidays - All Workers, shall be triple time.
- (b) The minimum rate to be paid to a 7-day shift worker for work performed on a shift the major portion of which falls on a holiday, that holiday not being a Saturday, shall be triple time.
- (c) The minimum rate to be paid to a 7-day shift worker for work performed on a shift the major portion of which falls on Christmas Day, such day being 25 December, shall be triple time.

6.8.5 Holiday Work - Other Than 7-Day Shifts

For all work done on a holiday by a shift worker other than a 7-day shift worker the rate of pay shall be triple time.

6.8.6 If an employee is required to work on a holiday during hours which, that day was not a holiday, would be outside the range of ordinary working time prescribed in Clause 5.1, Hours of Work and Clause 5.2, Shift Work, the employees hourly rate for such work shall be triple time.

6.8.7 The rates hereinbefore prescribed in this subclause shall, in the case of all shift work, be deemed to include all shifts allowances.

6.8.8 An employee notified to attend for work on a holiday, which is not so worked, shall be paid at holiday rates for 4 hours. Provided that this subclause shall not apply where an employee who has already been notified to attend for work is given a minimum of 24 hours notice that the attendance is not so required.

6.8.9 When an employee is absent from work 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.

6.8.10 Notwithstanding the other provisions of this subclause, it is agreed that a public holiday payment system will apply to shift workers that is based on a monthly payment equating 7.1% of the basic wage per shift Operator and paid as a Pensionable allowance.

6.9 Clarification to the Public Holiday Payment Procedure

Reference to: Montell (Australia) Pty Ltd Clyde Operators Award 1999 as published 10 November 2000 (320 I.G. 207), Clause 17 - Holiday - All Workers

In lieu of any other provision of this award, including subclause 6.8.4 of this clause and clause 6.1, all public holiday compensation for 7 day shift workers shall be consolidated and paid as a monthly, pensionable allowance as follows:

6.9.1 The allowance shall equate to 7.1% of the applicable base rate.

6.9.2 The public holiday prescribed by this award falls during a period of annual leave of a 7-day shift worker and that day would ordinarily have been a working day for that employee, the employee shall not be entitled to an additional day of annual leave.

6.9.3 In return, the Operators will be paid an additional 0.68% wage movement in the year 2001, which is included in the total wage movement for the year 2001 of 5.68%.

PART 7

UNION MATTERS

The parties to this award recognise that union membership and employee involvement through their union provides a positive contribution to effective and productive performance.

The Company recognises the role of the Union in representing employees as well as the need to develop and maintain effective communications.

7.1 Right Of Entry

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

7.2 Union Delegate

An employee appointed Union Delegate shall upon proper notification by the Union to the Company, be recognised as the accredited representative of the Union and shall be allowed the necessary time during working hours to interview the Company or the Company's representative on matters affecting the employees whom the delegate represents, but the employee must first obtain permission from the supervisor to leave the employee's place of work.

7.3 Notice Board

The Company shall permit the Union to display on notice boards any notice dealing with legitimate Union business, provided that such notice is authenticated by the signature of an accredited representative of the Union.

PART 8

CANTEEN

8.1 Basell Management will provide food canteen service to PPU Clyde Shift Operators.

PART 9

ANTI-DISCRIMINATION AND HARASSMENT

9.1 Nothing in this clause is to be taken to affect:

9.1.1 Any conduct or act which is specifically exempted from anti-discrimination legislation.

- 9.1.2 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977 (NSW).
- 9.1.3 A party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 9.2 It is the intention of the parties bound by this award to respect and value the diversity of the work force and to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 (NSW), to prevent and eliminate discrimination in the workplace and in particular to ensure equal remuneration for men and women doing work of equal or comparable value.
- 9.3 Unlawful discrimination in the workplace includes any distinction, exclusion or preference made on any prohibited ground which has the effect of denying or limiting equality of opportunity or treatment. Unlawful discrimination in the workplace includes sexual harassment and harassment on any prohibited ground.
- 9.4 The parties recognise that it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of discrimination or harassment.
- 9.5 Accordingly, in fulfilling their obligations the parties bound by this award must take all reasonable steps to ensure that the award provisions do not unlawfully discriminate in their effect, and that unlawful discrimination or victimisation does not occur in any aspect of employment.
- 9.6 Any employee or group of employees who has a genuine belief that they have been or are being unlawfully discriminated against in their employment, or who have been or are being victimised, may lodge a grievance in accordance with the relevant dispute resolution procedures referred to in this award.

I. TABBAA, Commissioner.

Printed by the authority of the Industrial Registrar.

(1614)

SERIAL C2103

TRAINING WAGE (STATE) AWARD 2002

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Applications by Australian Business Industrial and another, industrial organisations of employers and State Peak Councils for employers.

(No. IRC 5147 and 5171 of 2000)

Before The Honourable Justice Wright, President

6 September 2002

AWARD**Arrangement**

Clause No.	Subject Matter
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PART A

1. Title
2. Application
3. Objective
4. Definitions
5. Training Conditions
6. Employment Conditions
7. Wages
8. Grievance Procedures
9. Area, Incidence and Duration

PART B**MONETARY RATES**

- Table 1 - Weekly Rates - Industry/Skill Level A
- Table 2 - Weekly Rates - Industry/Skill Level B
- Table 3 - Weekly Rates - Industry/Skill Level C
- Table 4 - School-based Traineeships
- Table 5 - Hourly Rates for Trainees who have Left School
- Table 6 - Hourly Rates for School-based Trainees

Appendix A - Industry Skill Levels

PART A

1. Title

This award shall be known as the Training Wage (State) Award.

2. Application

- (a) Subject to subclause (c) of this clause, and clause 9, Area, Incidence and Duration, this award shall apply to persons who are undertaking a traineeship (as defined) and is to be read in conjunction with the Parent Award (as defined).
- (b) Notwithstanding (a), this award shall apply provisionally for an interim period:
 - (i) Starting upon the commencement date as recorded on a valid "Application to Establish a Traineeship" signed by both the employer and the trainee, which has been lodged with the Commissioner for Vocational Training; and
 - (ii) Ending at the time the employer is notified that the establishment of the traineeship has been approved, or at the end of the probationary period, whichever is the later.
- (c) The Parent Award or any former industrial agreement of the Industrial Relations Commission of New South Wales shall apply, except where inconsistent with this award.
- (d) Notwithstanding the foregoing, this award shall not apply to employees who were employed by an employer under an award referred to in subclause (a) of this clause prior to the date of approval of a traineeship relevant to the employer, except where agreed upon between the employer and the relevant union(s).
- (e) This award does not apply to the apprenticeship system or any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 27 April 1998, or in an award that binds the employer. This award only applies to AQF IV traineeships when the AQF III traineeship in the training package is listed in Appendix A to this award. Further, this award also does not apply to any certificate IV training qualification that is an extension of the competencies acquired under a certificate III qualification which is excluded from this award due to the operation of this subclause.

NOTATION: The abbreviation 'AQF' means Australian Qualification Framework.

- (f) At the conclusion of the traineeship, this award shall cease to apply to the employment of the trainee and the Parent Award shall apply to the former trainee.

3. Objective

The objective of this award is to assist in the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees, particularly young people, and the long-term unemployed. The system is neither designed nor intended for those who are already trained and job-ready. It is not intended that existing employees shall be displaced from employment by trainees. Nothing in this award shall be taken to replace the prescription of training requirements in the Parent Award.

4. Definitions

Structured Training means that training which is specified in the Training Plan which is part of the Training Contract registered with the relevant NSW Training Authority. It includes training undertaken both on- and off-the-job in a traineeship and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a traineeship approved by the relevant NSW Training Authority and leads to a qualification set out in subclause (f) of clause 5, Training Conditions.

Parent Award means an award listed in subclause (ii) of clause 9, Area, Incidence and Duration, and any award subsequently listed in that subclause.

Relevant Union means a union party to the making of the Parent Award and which is entitled to enrol the trainee as a member.

Trainee is an individual who is a signatory to a Training Contract registered with the relevant NSW Training Authority and is involved in paid work and structured training which may be on- or off-the-job. A trainee can be full-time, part-time or school-based.

Traineeship means a system of training which has been approved by the relevant NSW Training Authority, and includes full-time traineeships and part-time traineeships including school-based traineeships.

Training Contract means a contract entered into for the purposes of establishing a Traineeship under the *Apprenticeship and Traineeship Act 2001*(NSW).

Training Plan means a program of training which forms part of a Training Contract registered with the Relevant NSW Training Authority.

School-based Trainee is a student enrolled in the Higher School Certificate, or equivalent qualification, who is undertaking a traineeship which forms a recognised component of their HSC curriculum, and is endorsed by the relevant NSW Training Authority and the NSW Board of Studies as such.

Relevant NSW Training Authority means the Department of Education and Training, or successor organisation.

Year 10 - For the purposes of this award, any person leaving school before completing Year 10 shall be deemed to have completed Year 10.

5. Training Conditions

- (a) The trainee shall attend an approved training course or training program prescribed in the Training Contract or as notified to the trainee by the Relevant NSW Training Authority in an accredited and relevant traineeship.
- (b) A traineeship shall not commence until the relevant Training Contract has been signed by the employer and the trainee and lodged for registration with the Relevant NSW Training Authority.
- (c) The employer shall ensure that the trainee is permitted to attend the training course or program provided for in the Training Contract and shall ensure that the trainee receives the appropriate on-the-job training.
- (d) The employer shall provide a level of supervision in accordance with the Training Contract during the traineeship period.
- (e) The employer agrees that the overall training program will be monitored by officers of the Relevant NSW Training Authority and that training records or work books may be utilised as part of this monitoring process.
- (f) Training shall be directed at:
 - (i) the achievement of key competencies required for successful participation in the workplace (e.g. literacy, numeracy, problem-solving, teamwork, using technology) and an Australian Qualification Framework Certificate Level I.

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

- (ii) the achievement of key competencies required for successful participation in an industry or enterprise (where there are endorsed national standards these will define these competencies) as

are proposed to be included in an Australian Qualification Framework Certificate Level II or above.

6. Employment Conditions

- (a) A trainee shall be engaged as a full-time employee for a maximum of one year's duration or a part-time trainee for a period no greater than the equivalent of one year full-time employment.

For example, a part-time trainee working 2 ½ days per week (including the time spent in approved training) works (and trains) half the hours of a full-time trainee and therefore their traineeship could extend for a maximum of two years.

In any event, unless the Relevant NSW Training Authority directs, the maximum duration for a traineeship shall be 36 months.

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

- (b) A trainee shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer.
- (c) Where the trainee completes the qualification in the Training Contract earlier than the time specified in the Training Contract, then the traineeship may be concluded by mutual agreement.
- (d) A traineeship shall not be terminated before its conclusion, except in accordance with the *Apprenticeship and Traineeship Act 2001* (NSW), or by mutual agreement.

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

- (e) The trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the approved training in accordance with the Training Contract.
- (f) Where the employment of a trainee by an employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service for the purposes of any Parent Award or any other legislative entitlements.
- (g)
- (i) The Training Contract may restrict the circumstances under which the trainee may work overtime and shiftwork in order to ensure the training program is successfully completed.
- (ii) No trainee shall work overtime or shiftwork on their own unless consistent with the provisions of the Parent Award.
- (iii) No trainee shall work shiftwork unless the relevant parties to this award agree that such shiftwork makes satisfactory provision for Structured Training. Such training may be applied over a cycle in excess of a week but must average over the relevant period no less than the amount of training required for non-shiftwork trainees.
- (iv) The trainee wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by the Parent Award.
- (h) All other terms and conditions of the Parent Award(s) that are applicable to the trainee or would be applicable to the trainee but for this award shall apply unless specifically varied by this award.

- (i) A trainee who fails to either complete the traineeship or who cannot, for any reason, be placed in full-time employment with the employer on successful completion of the traineeship shall not be entitled to any severance payment.

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

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

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

- (i) a two-hour start is sought by the employee to accommodate the employee's personal circumstances; or
- (ii) the place of work is within a distance of 5 km from the employee's place of residence.
- (m) School-based trainees shall not be required to attend work during the interval starting four weeks prior to the commencement of the final year Higher School Certificate Examination period and ending upon the completion of the individual's last HSC examination paper.
- (n) For the purposes of this award, a school-based trainee shall become an ordinary trainee as at 1 January of the year following the year in which they ceased to be a school student.

7. Wages

Wages - Full-time Trainees

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

Industry/Skill Level A	Table 1
Industry/Skill Level B	Table 2
Industry Skill Level C	Table 3
School-based Trainees	Table 4

- (b) These wage rates will only apply to trainees while they are undertaking an approved traineeship which includes Structured Training as defined in this award.
- (c) The wage rates prescribed by this clause do not apply to complete trade level training which is covered by the Apprenticeship system.
- (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2002. These adjustments may be offset against:
 - (i) any equivalent over-award payments; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
- (e) Appendix A sets out the skill level of a traineeship. Where the actual traineeship is listed in Appendix A, the skill level in respect of the traineeship is determinative of the actual skill levels (i.e. skill levels A,

B or C) that are contained in the traineeship. Where the traineeship is not listed in Appendix A, the skill levels in Appendix A are illustrative of the appropriate levels, but are not determinative of the actual skill levels. The determination of the appropriate rate of pay or skill level for the purpose of determining the appropriate wage rate shall be based on the following criteria:

- (i) Any agreement of the parties, or submission by the parties;
- (ii) The nature of the industry;
- (iii) The total training plan;
- (iv) Recognition that training can be undertaken in stages;
- (v) The exit skill level in the Parent Award contemplated by the traineeship.

In the event that the parties disagree with such determination, it shall be open to any party to the award to seek to have the matters in dispute determined by the Industrial Relations Commission of New South Wales.

- (f) For the purposes of this provision, "out of school" shall refer only to periods out of school beyond Year 10 and shall be deemed to:
 - (i) include any period of schooling beyond Year 10 which was not part of nor contributed to a completed year of schooling;
 - (ii) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10;
 - (iii) not include any period during a calendar year in which a year of schooling is completed; and
 - (iv) have effect on an anniversary date being 1 January in each year.

Wages for Part-time and School-based Trainees

- (g) This clause shall apply to trainees who undertake a traineeship on a part-time basis by working less than full-time ordinary hours and by undertaking the approved training at the same or lesser training time than a full-time trainee.
- (h) Table 5 - Hourly Rates for Trainees Who Have Left School and Table 6 - Hourly Rates for School-based Traineeships, of Part B, Monetary Rates, are the hourly rates of pay where the training is either fully off-the-job or where 20% of time is spent in approved training. These rates are derived from a 38-hour week.
- (i) The hours for which payment shall be made are determined as follows:
 - (i) Where the approved training for a traineeship (including a school-based traineeship) is provided off-the-job by a registered training organisation, for example, at school or at TAFE, these rates shall apply only to the total hours worked by the part-time trainee on-the-job.
 - (ii) Where the approved training is undertaken on-the-job or in a combination of on-the-job and off-the-job, and the average proportion of time to be spent in approved training is 20% (i.e. the same as for the equivalent full-time traineeship):
 - (1) If the training is solely on-the-job, then the total hours on-the-job shall be multiplied by the applicable hourly rate, and then 20% shall be deducted.
 - (2) If the training is partly on-the-job and partly off-the-job, then the total of all hours spent in work and training shall be multiplied by the applicable hourly rate, and then 20% shall be deducted.

NOTE: 20% is the average proportion of time spent in approved training which has been taken into account in setting the wage rates for most full-time traineeships.

- (iii) Where the normal full-time weekly hours are not 38, the appropriate hourly rate may be obtained by multiplying the rate in the table by 38 and then dividing by the normal full-time hours.
- (j) For traineeships not covered by subclause (b) of this clause, the following formula for the calculation of wage rates shall apply:

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

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

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

- (i) "Full-time wage rate" means the appropriate rate as set out in Table 1 - Industry/Skill Level A, Table 2 - Industry/Skill Level B, Table 3 - Industry/Skill Level C and Table 4 - School-based Traineeships, of Part B, Monetary Rates.
- (ii) "Trainee hours" shall be the hours worked per week including the time spent in Structured Training. For the purposes of this definition, the time spent in Structured Training may taken as an average for that particular year of the Traineeship.
- (iii) "Average weekly training time" is based upon the length of the traineeship specified in the traineeship agreement or training agreement as follows:

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

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

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

Example of the calculation for the wage rate for a part-time traineeship:

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

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

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

So the wage rate in year 11 is:

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

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

(k)

(i) Definition of Adult Trainee

An adult trainee for the purpose of this subclause is a trainee who would qualify for the highest wage rate in Industry/Skill Level A, B, or C if covered by that Industry/Skill Level.

(ii) Wage Rates for Certificate IV Traineeships

- (a) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A, B, or C as applicable with the addition of 3.8 per cent of that wage rate.
- (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

Industry/Skill Level	First Year of Traineeship \$	Second Year of Traineeship \$
Industry/Skill Level A	426	442
Industry/Skill Level B	407	422
Industry/Skill Level C	360	374

8. Grievance Procedures

(a) Procedures relating to Grievances of Individual Trainees

- (i) A trainee shall notify the employer as to the substance of any grievance and request a meeting with the employer for bilateral discussions in order to settle the grievance.
- (ii) If no remedy to the trainee's grievance is found, then the trainee shall seek further discussions and attempt to resolve the grievance at a higher level of authority, where appropriate.
- (iii) Reasonable time limits must be allowed for discussions at each level of authority.
- (iv) At the conclusion of the discussions, the employer must provide a response to the trainee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy. At this stage an employer or a trainee may involve an industrial organisation of employers or employees of which the trainee is a member.
- (v) If no resolution of the trainee's grievance can be found, then:
- (1) if the dispute relates to issues of training, then the matter may be referred to the NSW Commissioner for Vocational Training in accordance with the *Apprenticeship and Traineeship Act 2001* (NSW); or
 - (2) if the dispute relates to industrial issues, then the matter may be referred to the Industrial Relations Commission of New South Wales by either the employer, an industrial organisation of employers or a union representing the trainee.
- (vi) While this grievance procedure is being followed, normal work shall continue.

- (b) Procedures relating to Disputes, etc., between Employers and their Trainees
- (i) A question, dispute or difficulty must initially be dealt with at the workplace level where the problem has arisen. If the problem cannot be resolved at this level, the matter shall be referred to a higher level of authority.
 - (ii) If no resolution can be found to the question, dispute or difficulty, the matter may be referred to the Industrial Relations Commission of New South Wales by any party to the dispute or the industrial organisation representing any of the parties to the dispute.
 - (iii) Reasonable time limits must be allowed for discussion at each level of authority.
 - (iv) While a procedure is being followed, normal work must continue.
 - (v) The employer may be represented by an industrial organisation of employers and the trainees may be represented by an industrial organisation of employees for the purpose of each procedure.

9. Area, Incidence and Duration

It is the intention of this award that it shall only apply where there are declared traineeships (as defined) in place.

- (i) This award shall apply to all classes of trainees who would ordinarily be covered by any other Parent Award made by the Industrial Relations Commission of New South Wales, excluding the County of Yancowinna, other than:
 - (a) Trainees within the scope of Awards to which the following unions are a principal party:
 - Transport Workers' Union of Australia, New South Wales Branch;
 - National Union of Workers, New South Wales Branch;
 - The Australasian Meat Industry Employees' Union, New South Wales Branch;
 - The Australasian Meat Industry Employees' Union, Newcastle and Northern Branch;
 - Shop Distributive and Allied Employees' Association, New South Wales;
 - Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern, New South Wales.
 - (b) Trainees engaged within the scope of any Training Wage Awards or Parent Awards with training wage provisions which are in line with this award, including but not limited to the following awards:
 - AWU Training Wage (State) Award;
 - Coachmakers, &c., Road and Perambulator Manufacturers (State) Award;
 - Clerical Industry (State) Training Wage Award;
 - Confectioners (State) Training Wage Award;
 - Metal Trades (Training Wage) (State) Award;
 - Nurses' (Private Sector) Training Wage (State) Award;

Private Hospitals, Aged Care and Disability Services Industry (Training) (State) Award;
Rural Traineeships (State) Consolidated Award 1999;

Sawmillers, &c. (State) Award;

School Support Staff (Catholic Schools) (State) Training Wage Award 2001;

Theatrical Employees (Training Wage) (State) Award.

- (c) Trainees engaged within the scope of any award which refers to the National Training Wage Award, including but not limited to the following awards:

Food Preservers (State) Award;

Motels, Accommodation and Resorts, &c. (State) Award;

Printing Industries (State) Award;

Ice Cream Makers (State) Award.

- (d) Trainees engaged in the building and construction industry within the scope of coverage of the Construction, Forestry, Mining and Energy Union (New South Wales Branch) will have their conditions and rates of pay determined in accordance with clause 39.3 of the National Building and Construction Industry Award 2000, as varied.

- (e) Trainees engaged within the scope of any Enterprise or Project Award.

- (f) Trainees whose employment falls within the Area, Incidence and Duration of the following awards on the basis that leave is reserved for the parties to make application for their inclusion in this award in the future:

Animal Welfare, General (State) Award;

Animal Welfare, Institutional (State) Award;

Bread Industry (State) Award;

Canteen, &c., Workers (State) Award;

Caterers Employees (State) Award;

Cleaning and Building Services Contractors (State) Award;

Clothing Trades (State) Award;

Club Employees (State) Award;

Dairying Industry Employees (State) Award;

Furniture and Furnishing Trades (State) Award;

Gelatine and Glue Industry (State) Award;

Health, Fitness and Indoor Sports Centres (State) Award;

Hotel Employees (State) Award;

Miscellaneous Workers Home Care Industry (State) Award;

Miscellaneous Workers' - Kindergartens and Childcare Centres, &c. (State) Award;

Paint and Varnish Makers, &c. (State) Award;

Photographic Industry (State) Award;

Private Pathology Laboratories (State) Award;

Real Estate Industry (State) Training Wage Award;

Recorded Music and Visual Entertainment Reproduction (State) Award;

Restaurant, &c., Employees (State) Award;

Security Industry (State) Award.

(g) Trainees employed under the State Public Sector industrial instruments, including but not limited to areas of rail, bus, police, energy, fire, teaching and health and trainees covered by the Crown Employees (Public Service Training Wage) Award 2002 and the Public Hospital (Training Wage) (State) Award.

(h) Trainees employed by entities established and defined under the *Local Government Act 1993*, including all trainees employed under the terms of the Local Government (State) Award 2001 and its successors.

(ii) The Parent Awards for the purposes of this award are the following:

Aerated Waters, &c. (State) Award

Breweries (State) Award

Breweries, Maintenance Employees (State) Award

Cement Industry (State) Consolidated Award

Cement Mixers and Concrete Workers, Central Batch Plants (State) Consolidated Award

Cemetery and Crematoria Employees (State) Award

Clerical and Administrative Employees in Temporary Employment Services (State) Award

Club Managers' (State) Award 2002

Dental Assistants and Secretaries (State) Award

Dental Technicians (State) Award

Dental Therapists (State) Award

Dry Cleaning (State) Award

Electrical, Electronic and Communications Contracting Industry (State) Award

Engine Drivers, &c., General (State) Award

Entertainment and Broadcasting Industry - Live Theatre and Concert (State) Award

Footwear Manufacturing Industry (State) Award

Friction Materials, &c., Manufacture (State) Award

Funeral Industries (State) Award

General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award

Glass Makers (State) Award

Maintenance and Outdoor Staff (Catholic Schools) (State) Award

Maintenance, Outdoor and Other Staff (Independent Schools) (State) Award

Malthouses (State) Award

Margarine Makers (State) Award

Miscellaneous Gardeners, &c. (State) Award

Miscellaneous Workers' - General Services (State) Award

Motor Boats and Small Tugs (State) Award

Motor Bus Drivers and Conductors (State) Award

Motor Ferries (State) Award

Musicians' (Live Performance) (State) Consolidated Award

Musicians' (Multi Media) (State) Consolidated Award

Parking Attendants, &c. (State) Consolidated Award

Plant, &c., Operators on Construction (State) Award

Plastic Moulding, &c. (State) Award

Pyrotechnics, &c. (State) Award

Quarrying Industry (State) Award

Racecourse Totalisators (State) Award

Supervisors, Breweries (State) Award

Surveyors' Field Hands (State) Award

Textile Industry (State) Award

Vegetable Oils, &c., Employees (State) Award

Wire Drawn Ferries (State) Award

- (iii) This award rescinds and replaces the Training Wage Interim (State) Award published 26 April 2002 (332 IG 1248). It shall take effect from the beginning of the first full pay period to commence on or after 6 September 2002 and shall have a nominal term of 12 months.

PART B

MONETARY RATES**Table 1 - Weekly Rates - Industry/Skill Level A**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	200.00	219.00	265.00
Plus 1 year out of school	219.00	265.00	309.00
Plus 2 years	265.00	309.00	359.00
Plus 3 years	309.00	359.00	410.00
Plus 4 years	359.00	410.00	410.00
Plus 5 years or more	410.00	410.00	410.00

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20%.

Table 2 - Weekly Rates - Industry/Skill Level B

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	200.00	219.00	255.00
Plus 1 year out of school	219.00	255.00	294.00
Plus 2 years	255.00	294.00	345.00
Plus 3 years	294.00	345.00	392.00
Plus 4 years	345.00	392.00	392.00
Plus 5 years or more	392.00	392.00	392.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20%.

Table 3 - Weekly Rates - Industry/Skill Level C

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	200.00	219.00	247.00
Plus 1 year out of school	219.00	247.00	278.00
Plus 2 years	247.00	278.00	311.00
Plus 3 years	278.00	311.00	347.00
Plus 4 years	311.00	347.00	347.00
Plus 5 years or more	347.00	347.00	347.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20%.

Table 4 - School-Based Traineeships

	Year of Schooling
--	-------------------

	Year 11 \$	Year 12 \$
School-based Traineeships Skill Levels A, B and C	200.00	219.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20%.

Table 5 - Hourly Rates for Trainees who have Left School

	Year 10 \$	Year 11 \$	Year 12 \$
Skill Level A -			
School leaver	6.58	7.20	8.72
Plus 1 year after leaving school	7.20	8.72	10.16
Plus 2 years	8.72	10.16	11.81
Plus 3 years	10.16	11.81	13.49
Plus 4 years	11.81	13.49	13.49
Plus 5 years or more	13.49	13.49	13.49
Skill Level B -			
School leaver	6.58	7.20	8.39
Plus 1 year after leaving school	7.20	8.39	9.67
Plus 2 years	8.39	9.67	11.35
Plus 3 years	9.67	11.35	12.89
Plus 4 years	11.35	12.89	12.89
Plus 5 years or more	12.89	12.89	12.89
Skill Level C -			
School leaver	6.58	7.20	8.13
Plus 1 year after leaving school	7.20	8.13	9.14
Plus 2 years	8.13	9.14	10.23
Plus 3 years	9.14	10.23	11.41
Plus 4 years	10.23	11.41	11.41
Plus 5 years or more	11.41	11.41	11.41

Table 6 - Hourly Rates for School-based Traineeships

	Year of Schooling	
	Year 11 \$	Year 12 \$
Skills levels A, B and C	6.58	7.20

APPENDIX A

RATES OF PAY OR INDUSTRY SKILL LEVELS

- (a) See the General Construction and Maintenance, Civil and Mechanical Engineering &c. (State) Award for trainees undertaking the following traineeships.

Notation: i.e. these traineeships are not dealt with under this award but under the relevant Parent Award:

Drilling (Blast Hole) Certificate II

Drilling (Blast Hole) Certificate III

Drilling (Environmental) Certificate II

Drilling (Environmental) Certificate III

Drilling (Foundation/Construction) Certificate II

Drilling (Foundation/Construction) Certificate III

Drilling (Geotechnical) Certificate II

Drilling (Geotechnical) Certificate III

Drilling (Mineral Exploration) Certificate II

Drilling (Mineral Exploration) Certificate III

Drilling (Oil and Gas, Offshore) Certificate II

Drilling (Oil and Gas, Offshore) Certificate III

Drilling (Oil and Gas, Onshore) Certificate II

Drilling (Oil and Gas, Onshore) Certificate III

Drilling (Seismic) Certificate II

Drilling (Seismic) Certificate III

Drilling (Waterwell) Certificate II

Drilling (Waterwell) Certificate III

- (b) See subclause (k) of clause 7, Wages, for trainees undertaking the following AQF IV traineeships:

Entertainment (Audiovisual) Certificate IV

Entertainment (Costume) Certificate IV

Entertainment (Lighting Operations) Certificate IV

Entertainment (Make-Up) Certificate IV

Entertainment (Props Manufacture) Certificate IV

Entertainment (Scenic Art) Certificate IV

Entertainment (Set Manufacture) Certificate IV

Entertainment (Sound Operations) Certificate IV

Entertainment (Staging) Certificate IV

Entertainment Certificate IV

Extractive Industries (Operator) Certificate IV

- (c) Industry/Skill Level A

Civil Construction (Bridge/Marine Construction) Certificate III

Civil Construction (Foundation Work-Anchors/Piling) Certificate III

Civil Construction (Pipe Laying) Certificate III

Civil Construction (Plant) Certificate III

Civil Construction (Railway Construction & Maintenance) Certificate III

Civil Construction (Road Construction & Maintenance) Certificate III

Civil Construction (Tunnel Construction) Certificate III

Clothing Production Certificate III

Engineering Production Systems Certificate III

Engineering Technician Certificate III

Food Processing Certificate III

Footwear Production Certificate III

Footwear Repair Certificate III

Health (Aboriginal and Torres Strait Islander Health Worker) Certificate III

Hospitality Operations (Catering Operations) Certificate III

Laboratory Operations (Laboratory Skills) Certificate III

Photographic Retailing III

Plastics Certificate III

Process Manufacturing (Cement Manufacturing Operations) Certificate II

Process Manufacturing Certificate III

Process Plant Operation Certificate III

Rubber Certificate III

Textile Fabrication Certificate III

Textile Production Certificate III

Tourism (Attractions and Theme Parks) Certificate II

Tourism (Attractions and Theme Parks) Certificate III

Tourism (Guiding) Certificate II

Tourism (Guiding) Certificate III

Tourism (Meeting and Events) Certificate III

Tourism (Sales/Office Operations) Certificate II

Tourism (Tour Operations) Certificate III

(d) Industry/Skill Level B

Asset Maintenance (Portable Site Equipment Service Operations) Certificate III

Asset Maintenance (Cleaning Operations) Certificate III

Caravan Operations (Recreational Vehicle and Accessories Retailing) Certificate II

Caravan Operations (Recreational Vehicle and Accessories Retailing) Certificate III

Clothing Production (Complex or Multiple Processes) Certificate II

Clothing Production (Intermediate) Certificate II

Entertainment (Audiovisual Operations) Certificate III

Entertainment (Cinema Projection) Certificate III

Entertainment (Costume) Certificate III

Entertainment (Front of House) Certificate III

Entertainment (Lighting Operations) Certificate III

Entertainment (Make-Up) Certificate III

Entertainment (Props Manufacture) Certificate III

Entertainment (Scenic Art) Certificate III

Entertainment (Set Manufacture) Certificate III

Entertainment (Sound Operations) Certificate III

Entertainment (Staging) Certificate III

Entertainment Certificate III

Engineering Production Certificate II

Engineering Production Technology Certificate II

Entertainment (Front of House) Certificate II

Entertainment Certificate II

Extractive Industries (Operator) Certificate II

Extractive Industries (Operator) Certificate III

Food Processing Certificate II

Footwear Production (Complex or Multiple Processes) Certificate II

Footwear Production (Intermediate) Certificate II

Footwear Repair Certificate II

General Construction Certificate II

Hide Skin and Leather Processing Certificate II

Hospitality Operations (Caterers Operations) Certificate II

Plastics Certificate II

Process Manufacturing Certificate II

Process Manufacturing Certificate II

Process Plant Operation Certificate II

Rubber Certificate II

Textile Care - Dry Cleaning Operations Certificate II

Textile Fabrication Certificate II

Textile Production (Complex or Multiple Processes) Certificate II

Textile Production (Intermediate) Certificate II

(e) Industry/Skill Level C

Notation: There are currently no AQF Certificates at this level under this award.

F. L. WRIGHT *J, President.*

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(077)

SERIAL C2072

BUTTON MAKERS, (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2823 of 2003)

Before Commissioner Murphy

19 June 2003

VARIATION

1. Delete subclause 12.2 of clause 12, Rates of Pay, of the award published 21 February 2003 (338 I.G. 393), and insert in lieu thereof the following:

12.2 State Wage Case 2003

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

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

Rates of pay from the beginning of the first pay period to commence on or after 8 July 2003

Skill Level	Description	Award Rate Per Week \$
1	Trainee/ Labourer	448.40
2	General Operations Duties	473.50
3	Warehouse Duties	487.70
4	Technically Skilled and Assistant Supervisor	508.50
5	Trades person/ Assistant Foreperson	540.20
6	Production Support Supervisor	563.10
7	Supervisor	583.90

Table 2 - Other Rates and Allowances

Allowances from the beginning of the first pay period to commence on or after 8 July 2003

Item No	Clause No	Brief Description	Amount \$
1	20.1	First-aid Allowance	9.20 per week
2	20.2	Leading Hand Allowance	Per week

		In charge of up to 10 employees	19.40
		In charge of 11 to 20 employees	28.30
		In charge of 21 or more employees	34.30
3	20.8	Payment by Results Systems - Employee who instructs learners	
		1st Week	4.60
		2nd Week	4.10
		3rd Week	3.60
		continue instructing a learner thereafter	3.60
4	20.9	Change of shifts without 2 days' notice - compensation	15.20
5	20.10	Meal Allowance	6.50
		For each subsequent meal	4.70
6	52.1	Disability Allowance	\$3.30 per day
	52.2	Inadequate dining and/or rest facilities	\$3.30 per day

J. P. MURPHY, Commissioner.

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(163)

SERIAL C2050

CONFECTIONERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 3473 of 2003)

Before The Honourable Justice Staunton

11 July 2003

VARIATION

1. Delete subclause (e) of clause 10, Wages, of the award published 23 November 2001 (329 I.G. 926), and insert in lieu thereof the following:
 - (e) The rates of pay in this award include the adjustments payable under the State Wage Case 2003. These adjustments may be offset against:
 - (i) any equivalent overaward payments; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

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

- (i) Adult Employees -

Level	Total Rate Per Week \$
Level 5	440.10
Level 4	452.60
Level 3	465.10
Level 2	494.30
Level 1	511.00

- (ii) Juniors -

	Percentage of Confectioner Level 4 Rate (%)
Under 16 Years of age	55
At 16 years of age	65
At 17 years of age	75
At 18 years of age	85
At 19 years of age	Appropriate adult rate

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	12	First-aid allowance	9.10 per week
2	12	Heat allowance In excess of 46 deg C. In excess of 56 deg C.	0.31 per hour 0.38 per hour
3	8	Meal allowance	8.18 per week
4	24	Laundry allowance	2.38 per week

3. This variation shall take effect from the beginning of the first pay period to commence on or after 23 August 2003 except for the rate of pay in level 5 which is available from the beginning of the first pay period to commence on or after 27 August 2003.

P. J. STAUNTON *J.*

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(336)

SERIAL C2095

FRICTION MATERIALS, &c., MANUFACTURE (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3291 of 2003)

Before Commissioner Tabbaa

04 July 2003

VARIATION

1. Delete subclauses (i) and (iv) of clause 5, Wages, of the award published 25 July 2003 (340 I.G. 646), and insert the following:

- (i) Adult Employees: The following minimum rates of pay shall be paid:

Grade	Rate per Week \$
Level 1	486.60
Level 2	491.60
Level 3	496.60
Level 4	504.60
Level 5	516.60
Level 6	529.00
Level 7	546.00
Chargehand	553.00
Senior Chargehand	586.00

- (iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2003. these adjustments may offset against:

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

2. Delete subclause (i), (ii), (iii) and (iv) of clause 8, Allowances and insert in lieu thereof the following:

- (i) First Aid Allowance: An employee appointed to act as a first aid attendant in addition to normal duties shall be paid an additional allowance of \$2.40 per day or shift.
- (ii) Boiler Attendant Certificate: An employee required to hold a Boiler Attendants Certificate shall be paid an additional \$14.08 per week.
- (iii) All employees engaged in the periodic cleaning of the dust collection filtration plant shall be paid 66 cents per hour extra whilst so engaged.
- (iv) All employees engaged in handling pigmented oxide shall be paid 33 cents per hour extra whilst so employed.

3. Delete clause 11, Shift Work Allowance for Shiftworkers and insert in lieu thereof the following:

11. Shiftwork Allowance for Shiftworkers

- (i) Adult shift workers on afternoon shift shall be paid \$16.79 per shift and on night shift \$19.18 in addition to the rates payable under this award,
- (ii) Adult shift workers who do not work day shift in regular rotation or who work permanent afternoon or night shift, shall in addition to the rates prescribed in subclause (i) of this clause be paid \$4.20 for afternoon shift and \$9.59 for night shift over and above the relevant rotating shift rate specified in subclause (i).

4. Insert a new subclause (vii) to clause 12 Overtime as follows:

- (vii) 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:
 - (1) any risk to employ health and safety;
 - (2) the employee's personal circumstances including any family and carer responsibilities;
 - (3) the needs of the workplace or enterprise;
 - (4) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (5) any other relevant matter.
5. Delete subclause (v) of clause 14, Meal Times, Meal Allowances and Crib Breaks and insert in lieu thereof the following:
- (v) An employee required to work overtime of two hours or more before or after the usual ceasing time shall be paid \$6.51 for the first meal and \$6.04 for each subsequent meal which will apply after every additional four hours overtime unless suitable meals are provided by the employer. Should an employee be notified of the intention to work overtime and then not be called upon to do so, the employee shall be paid the sum of \$6.51.
6. This variation shall take effect from the first full pay period to commence on or after 29 July 2003.

I. TABBAA, Commissioner.

(861)

SERIAL C2101

MISCELLANEOUS WORKERS HOME CARE INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3277 of 2003)

Before Commissioner McLeay

29 July 2003

VARIATION

1. Delete the first paragraph appearing in clause 5, Wage Rates, of the award published 4 August 2000 (317 I.G. 618), and insert in lieu thereof the following:

The rates of pay in this award include the adjustments payable under the State Wage Case of 2003. These adjustments may be offset against:

- (A) any equivalent overaward payments; and/or
 - (B) award wage increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.
2. Add a new subclause (v) to clause 15 Overtime as follows:

(v)

- (a) Subject to subclause (b), 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 purposes of subclause (b) what is unreasonable or otherwise will be determined having regard to:
 - (1) any risk to employee health and safety;
 - (2) the employee's personal circumstances including any family and carer responsibilities;
 - (3) the needs of the workplace or enterprise;
 - (4) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (5) any other relevant matter.
3. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wage Rates

Classification	Former rate per week \$	SWC May 2003 \$	Total Rate per week \$
Field Staff Grade 1	496.00	17.00	513.00
Field Staff Grade 2	519.00	17.00	536.00
Field Staff Grade 3	555.00	17.00	572.00
Live-in Houseworker Grade 1*	639.50	17.00	656.50
Live-in Houseworker Grade 2*	718.20	17.00	735.20

Live-in Houseworker Grade 3*	845.40	15.00	860.40
*For part-time and casual rates refer clause 7 (iii) and 8 (ii) of the award. Wage totals for Live-in Houseworker rates include the All Incidents Loading per clause 5 (iv) (d) of the award which is reflected in the total rate. The Live-In Houseworker Grade 3 rate also includes a 3.5% special loading which is also reflected in the wage total.			

Table 2 - Other Wage Rates

Rate	Field Staff Grade 1 \$	Field Staff Grade 2 \$	Field Staff Grade 3 \$
Part-time minimum daily payment - hourly rate	13.50	14.11	15.05
Casual per hour includes 20% loading	16.20	16.93	18.06
Composite per hour includes 20%	16.20	16.93	18.06
Composite casual per hour includes 20% plus 20%	19.44	20.32	21.67

Table 3 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	9(ii)	Shift Allowance	6.16 for each break in the shift
2	13(ii)	Sleep Over Allowance	32.36 per night
3	16	Meal Money (overtime)	7.86
4	29(i)(a)	Vehicle Allowance	0.62 per kilometre

4. This variation shall take effect from the beginning of the first full pay period to commence on or after 15 August 2003.

J. McLEAY, Commissioner.

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SERIAL C2070

TEXTILE INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3522 of 2003)

Before Commissioner Murphy

14 July 2003

VARIATION

- Delete paragraph 5.8.4 of subclause 5.8 of clause 5, Rates of Pay, of the award published 19 October 2001 (328 I.G. 841) and insert in lieu thereof the following:

5.8.4 Wage Rates

Wage per week of 38 hours - Classification	Total minimum award rate \$
Storeworker Grade 1	
On commencement	487.60
After 3 months	495.00
After 6 months	502.60
Storeworker Grade 2	508.40
Storeworker Grade 3	527.10
Storeworker Grade 4	545.70

2. This variation shall take effect from the first full pay period to commence on or after 23 July 2003.

J. P. MURPHY, Commissioner.

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SERIAL C2007

DOMESTIC PET FEED MANUFACTURE (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch an industrial organisation of employees,
for the dissolution and re-establishment of an industrial committee.

(No. IRC 6296 of 2002)

Before The Honourable Justice Boland

19 December 2002

ORDER

The Commission orders that -

1. The Industrial Committee, known as the Domestic Pet Feed Manufacture (State) Industrial Committee published 25 August 2000 (318.I.G.203) be dissolved.
2. There be established a new Domestic Pet Feed Manufacture (State) Industrial Committee for the Industries and Callings of:-

All persons employed in the manufacture of feeds for animals, birds and fish kept principally as household pets or other domestic creatures and not for commercial purposes and/or in the packing and/or handling thereof, but not including persons employed in the manufacture of such feeds in an employment whereof, at the premises where such employees work, the principal business is the manufacture of feeds and licks for animals kept for commercial, scientific or research purposes in the State, excluding the County of Yancowinna;

Excepting –

Engine drivers, firemen, greasers, trimmers, cleaners and pumpers engaged in and about the driving of engines;

and excepting also –

Employees within the jurisdiction of the Starch and Condiment Makers, &c. (State) Industrial Committee

3. The said Industrial Committee shall consist of two (2) representatives of employers and two (2) representatives of employees.
4. The representatives of employers shall be appointed, upon nomination as prescribed, by Australian Business Industrial.
5. The representative of employees shall be appointed, upon nomination as prescribed, by the National Union of Workers, New South Wales Branch.
6. These Orders Shall take effect from 19 November 2002 for a period of three (3) years.

R. P. BOLAND J.

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SERIAL C2010

ANIMAL FEED MANUFACTURE (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch an industrial organisation of employees, for the dissolution and re-establishment of an industrial committee.

(No. IRC 6298 of 2002)

Before The Honourable Justice Boland

19 December 2002

ORDER

The Commission orders that -

1. The Industrial Committee, known as the Animal Feed Manufacture (State) Industrial Committee, published 18 August 2000 (317 I.G.1251) be dissolved.
2. There be established a new Animal Feed Manufacture (State) Industrial Committee for the Industries and Callings of:-

All persons employed in the manufacture of feeds and licks for animals and/or in the crushing, grinding, preparation and/or handling thereof in the State, excluding the county of Yancowinna;

Excepting -

Engine drivers, firemen, greasers, trimmers, cleaners and pumpers engaged in and about the driving of engines;

and excepting also –

Employees within the jurisdiction of the following Industrial Committees:

Domestic Pet Feed Manufacture (State);
Starch and Condiment Makers, &c. (State).

3. The said Industrial Committee shall consist of one (1) representative of employers and one (1) representative of employees.
4. The representatives of employers shall be appointed, upon nomination as prescribed, one by Australian Business Industrial.
5. The representative of employees shall be appointed, upon nomination as prescribed, by the National Union of Workers, New South Wales Branch.
6. These Orders shall take effect from 19 November 2002 for a period of three (3) years.

R. P. BOLAND J.

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SERIAL C2013

RUBBER WORKERS (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch an industrial organisation of employees, for the dissolution and re-establishment of an industrial committee.

(No. IRC 6294 of 2002)

Before The Honourable Justice Boland

19 November 2002

ORDER

The Commission orders that -

1. The Industrial Committee, known as the Rubber Workers (State) Industrial Committee published on 18 August 2000 (317 I.G. 1248) be dissolved.

2. There be established a new Rubber Workers (State) Industrial Committee for the Industries and Callings of:-

All persons engaged in the State, excluding the Country of Yancowinna -

- (i) in the manufacture or repair or in processes associated with the manufacture or repair of rubber, rubber goods, or components, or in the manufacture of goods consisting substantially of rubber or gutta-percha or synthetic rubber and laying of rubber linos;
- (ii) in the insulating of cables and wire or other similar articles with rubber, or with fabric containing rubber or rubber mixture and/or substitutes therefore;
- (iii) in the impregnating, insulating, or spreading of all classes of fabric (including leather cloth) with rubber or substitutes for rubber;
- (iv) in the handling, preparation, manufacture or repair in the rubber industry of duperite, bakelite, or other plastics or substitutes therefore and/or goods made therefrom and/or goods in the manufacture of which in such industry the beforementioned plastics or substitutes are used;
- (v) in or about the manufacture of composition cricket balls; and
- (vi) by employers whose main business is the manufacture or repair of rubber tyres, in the fitting of such tyres;

excepting employees of -

The Council of the City of Newcastle;
 The Commissioner for Motor Transport;
 State Rail Authority of New South Wales
 Urban Transit Authority of New South Wales
 Metal Manufactures Limited in and about the company's works at Port Kembla;

and excepting also -

Employees engaged in plastic moulding in synthetic resin or similar materials and preparation of powders and tablets when prepared in association with such mouldings otherwise than in the rubber industry or in an industry which manufactures goods by plant and equipment which is normal to the rubber industry;

and excepting also -

Employees within the jurisdiction of the Saddlery, Leather, Canvas and Plastic Material Workers, &c. (State) Industrial Committee.

- 3. The said Industrial Committee shall consist of one (1) representative of employers and one (1) representative of employees.
- 4. The representative of employers shall be appointed, upon nomination as prescribed, by Australian Business Industrial.
- 5. The representative of employees shall be appointed, upon nomination as prescribed, by the National Union of Workers, New South Wales Branch.
- 6. These Orders shall take effect from 19 November 2002 for a period of three (3) years.

R. P. BOLAND J.

Printed by the authority of the Industrial Registrar.