



NEW SOUTH WALES
INDUSTRIAL GAZETTE

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SERIAL C2987**CLUB MANAGERS' (STATE) AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Club Managers' Association, industrial organisation of employees.

(No. IRC 7074 of 2003)

Before Mr Deputy President Sams

17 December 2003

AWARD**1. Award Title**

This award shall be known as the Club Managers (State) Award 2004.

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PART B - MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

Appendix A - Training requirements

3. Area, Incidence and Duration

- 3.1 This Award rescinds and replaces the Club Managers' (State) Award, published 21 June 2002 (334 I.G. 520) and all variations thereof.
- 3.2 It shall apply to all persons employed as Managers within clubs and Management Trainees, within the State of New South Wales, excluding the County of Yancowinna.
- 3.3 The Award shall take effect from the first full pay period to commence on or after 4 January 2004 and the award shall remain in force until 3 January 2006.

4. No Extra Claims

The parties agree that there shall be no further claims in relation to issues covered by the award, for the duration of this award, except as to agreed matters allowed by the *Industrial Relations Act 1996*.

5. Definitions

- 5.1 Association shall mean the Club Managers' Association.
- 5.2 Club or employer shall mean any club registered under the provisions of the *Registered Clubs Act 1976*. Or is a Club that amalgamates with a registered club.
- 5.3 CMDA shall mean Club Management Development Australia.
- 5.4 Continuous service
 - 5.4.1 In calculating an employee's continuous service, the only absences counted as time worked are the following:
 - (a) up to 160 ordinary working hours in a twelve month period because of sickness or accident; (or proportionally less for a part-time employee);
 - (b) long service leave that an employee takes under the State *Long Service Leave Act 1955*;
 - (c) annual leave; and
 - (d) any absence covered by workers compensation legislation.
 - 5.4.2 The following events do not break an employee's continuous service:

- (a) sick leave;
 - (b) non paid leave as the result of an accident of a reasonable duration;
 - (c) leave lawfully granted by the employer; or
 - (d) absence for a reasonable cause. (The employee must prove that the absence was reasonable).
- 5.4.3 Where employees are temporarily stood down through no fault of their own, service is not to be considered to be broken.
- 5.4.4 Any other absence from work does not break continuity of service unless the employer notifies the employee, in writing, within fourteen days of the employee returning to work after the absence. If an individual employee is absent, the employer must tell that employee by:
 - (a) giving the notice to him or her personally; or
 - (b) posting the notice to his or her last known address.
- 5.4.5 If a number of employees are absent because of collective action, continuity of employment will not be effected unless the employer gives advice by placing a notice in the place where the employer normally places general notices to employees that such continued action may effect the continuity of employment. The employer must also send a copy of the notice to the Association on the same day.
- 5.4.6 Continuous service is not effected if the employer breaks or ends the employee's service in order to avoid the employer's obligations in respect of leave.
- 5.5 Employee shall mean any Manager (by whatever title), or Trainee Manager employed by the Club.
- 5.6 Gender - Words imparting the masculine gender also include the feminine gender, and unless the context otherwise indicates or requires words imparting the singular also include the plural and vice versa.
- 5.7 Gross annual revenue shall mean gross receipts from bar, dining areas, green fee and other miscellaneous income and net income from poker machines less any licence fee paid.
- 5.8 Management trainee shall mean an employee appointed as such by the club's Board of Directors or Committee of Management or by a person, including the club Manager, authorised to make such appointment, and engaged in management training subject to the provisions of 10.3 - Management trainee rates.
- 5.9 CLUBS NSW shall mean the trading name of The Registered Clubs Association of New South Wales.
- 5.10 Secretary/Manager, Club Manager, Manager, General Manager, Chief Executive Officer (which classifications are in this award collectively referred to as the Club Manager) shall mean an employee who is appointed by the club's Board of Directors or Committee of Management, or the governing bodies duly appointed representative, to undertake the duties of the general management, promotion and supervision of the club's activities, functions and business and the direction, supervision and control of all other staff employed therein, and without limiting the generality of the foregoing shall unless otherwise directed by the Board, include any but not necessarily all of the areas cover in Clause 6. of this award.

6. Duties and Responsibilities

Standard of Conduct

6.1. Policy

- 6.1.1 Club Managers as defined in clause 5.10 are expected to achieve and maintain a high standard of work performance in order to set an example for other club employees and ensure the confidence of club members and their elected representatives on the Clubs governing management committee.

6.2. Practice

- 6.2.1 Managers should perform their duties with professionalism and integrity by providing operational information to the Club's Board of Directors, in a timely manner.
- 6.2.2 All Managers shall be responsible for the administration and implementation of Club policies on a day-to-day basis. Club policies are as determined by the Club's Board of Directors.
- 6.2.3 If a manager finds that they have some personal, financial or other involvement which may lead to a conflict of interest they shall discuss the matter with the Club's Board of Directors or the duly appointed representative of the Board.

- 6.3. Managers shall be required to dress appropriately for the duties they perform and in accordance with the policy and culture of the Club.

6.4. Administration

6.4.1 Policy

The implementation of club policy as laid down by the Board of Directors;

The implementation of Board of Directors' instructions;

Reporting to the Board of Directors, including a written report to the Board, on the running of the club since the last monthly report was written;

Recommending courses of action to Board of Directors.

Prepare and maintain a Club "Business Plan" in consultation with the Board of Directors or delegated executive members of the Board

6.4.2 Secretarial

Organisation and control of office staff activities;

Supervision of wages preparation, and verification in accordance with industrial instruments and awards, where necessary, of employee's entitlements;

Supervision of preparation of up-to-date membership lists and registers;

Preparation of statutory returns relating to:

poker machines;

financial performance;

taxation;

licensing requirements.

maintenance of proper records, including preparation of accurate minutes.

6.4.3 Legal

Interpretation and application of the relevant Statutes and Acts of parliament and regulations made thereunder, in so far as each of these affects the club, including but not limited to the regulation of the following issues:

Industrial Relations;

Corporations and Associations;

Taxation;

Trade Practices;

Liquor, Gaming and Food;

Workplace Health and Safety;

Discrimination;

Accommodation;

Security;

Registered Clubs.

6.4.4 Accounting

Supervision of accounting procedures, and where appropriate, preparation of accounts, and accounting procedures and maintenance (in conjunction with the Finance Manager or Club Accountant where applicable);

Preparation of annual accounts and annual reports;

Interpretation of financial results;

Preparation of budgets and Treasury returns.

6.4.5 Personnel/Human Resources

Establish, procedures and policy's in relation to matters pertaining to positive employment practises;

Delegation of authority and responsibility to staff;

Explanation to, and general supervision of duties of subordinate managerial staff members;

The engagement of staff, except where the Board reserves the right to make the appointment, and the termination of staff in appropriate circumstances;

Interpretation and application of the relevant Statutes and Acts of parliament and regulations made thereunder, in so far as each of these affects the club, including but not limited to the regulation of the following issues:

Industrial Relations;

Income Taxation;

Occupational Superannuation;

Vocational Education and Training;

Affirmative Action;

Discrimination;

Workplace Health and Safety;

Annual and Long Service Leave;

Workers Compensation;

Negotiations with staff and/or unions, and problem resolution;

Training and development of staff;

Staff motivation (otherwise than by over-award payments and/or conditions, without prior Board approval);

Maintenance of effective employer/employee relations.

6.4.6 Bar Operations

Responsibility for supervision of activities of Bar staff (in conjunction with the Beverage Manager, where applicable);

Supervision of liquor purchasing;

Supervision of stock control procedures;

Supervision of security of bar areas;

Responsibility for security of cash takings;

General control of effective and economical staff rostering;

Analysis and interpretation of bar trading results;

Responsibility for hygiene in bar areas; and

Responsibility for standard of liquor service.

Implementation of Responsible Service of Alcohol practices and procedures

6.4.7 Catering Operations

Responsibility for supervision of activities of catering staff (in conjunction with the Catering Manager or Head Chef, where applicable);

Menu planning;

Dish costing;
Food preparation;
Food service techniques; and
Billing procedures.

Responsibility for supervision of food purchasing;
Responsibility for supervision of stock control procedures;
Responsibility for security of cash takings;
General control of effective and economical staff rostering;
Analysis and interpretation of food trading results;
Responsibility for hygiene in food service areas; and
Maintenance of up-to-date knowledge of new products, services and equipment.

6.4.8 Poker Machine/Gaming Operations

Responsibility for supervision of activities of poker machine/gaming staff (in conjunction with the Gaming Manager, where applicable);
Maintaining up-to-date knowledge of models and their operations;
Make recommendations to the Board of Directors gaming machine upgrades and replacements;
Arranging for maintenance and repairs;
Compilation of returns to statutory authorities;
Prevention of frauds;
Responsibility for supervision of cash takings procedures; and
Analysis and interpretation of trading results.
Responsibility for all other forms of gaming within the club, including but not limited to; TAB facilities and Keno.
Implementation of practice and procedures for the Responsible Conduct of Gaming.

6.4.9 Premises Operations

Responsibility for supervision upkeep and maintenance of club property buildings and capital equipment in all club areas (in conjunction with the Maintenance Manager, where applicable);
Responsibility for supervising cleaning operations in all club areas;

Responsibility for checking of need and arranging for maintenance and repairs;

Responsibility for arranging for overall club major maintenance and repairs, in accordance with expressed policy of the Board;

Planning and coordinating of activities in connection with renovations or extensions, in accordance with expressed policy of the Board;

Submission of samples and/or tenders for selection by the board of furniture and fittings;

Responsibility for security for all stocks and moneys in the club; and

Responsibility for security and safety of premises.

6.4.10 Club Promotion

Responsibility for supervision of activities of promotional staff (in conjunction with the Marketing and Promotions Manager, where applicable);

By personal conduct and bearing, the maintenance of good relations with members; exemplified by prompt:

Handling of members' complaints;

Dealing with intoxicated members and guests;

Social activities with members.

Production of Members Newsletters and Journals.

Creation, Production and Implementation of Strategic Marketing Plans.

6.4.11 Club Entertainment/Functions.

Responsibility for club entertainment (in conjunction with Entertainment/Functions Manager, where applicable);

Determine programmes and schedules for functions/entertainment

Engagement of artists, in accordance with Board policy;

Arranging and publicising club entertainment and functions

6.4.12 Club Sporting/Greens and Course Operations

Responsibility for supervision upkeep and maintenance of club sporting facilities and capital equipment (in conjunction with the designated sports Manager, Greenkeeper or Course superintendent where applicable);

6.4.13 Club Information And Technology Operations

Responsibility for supervision establishment, upkeep and maintenance of club information and technology systems and capital equipment including but not limited to, Club Web site and computer hardware and soft ware systems (in conjunction with the designated IT Manager where applicable);

6.4.14 Club Commitment and Involvement With Sporting, Charity, and Community Activities.

Responsibility for club sporting activities;

Liaison with club sports associations;

Publicising club sporting activities;

Provision of club sporting equipment and facilities, as approved by the Board, in response to requests by internal Sports Committees.

Organisation, planning and promotion of club functions.

Maintenance or establishment of club's community activities, in accordance with the expressed policy of the Board;

Facilitating support to charities;

Establishing alternative areas of community involvement.

6.4.15 Club External Relations

Maintenance or establishment of relations with organisations and Government departments;

Employers' associations;

Industrial unions;

Liquor licensing division;

Treasury/gaming.

7. Exemption

This award does not apply to:

7.1 Clubs' Honorary Secretaries.

7.2 Clubs with a gross annual revenue of less than \$500,000.

8. Enterprise Flexibility Provisions

Where an employer or employees wish to pursue an agreement at the enterprise or workplace about how the award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs the following process shall apply:

8.1 A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace shall be established.

8.2 For the purpose of the consultative process the employees may nominate the Association.

8.3 Where agreement is reached an application shall be made to the Commission.

9. Classifications and Wage Rates

9.1 Classifications

9.1.1 The Management Committee of an employing Club shall establish an appropriate Management Classification level for management positions at their respective Club. Management employee shall be advised in writing of their classification level. Disputes arising from established classifications levels of individual managers may be dealt with in accordance with clause 39 of this award.

9.1.2 From the commencement date of this award and subject to this Clause a management employee shall be classified and appointed as such in accordance with the nature of the job being performed, into any of the following classification levels;

9.1.3 Level "A" Manager

- (a) Directly supervises the work of other employees and is supervised by more senior management;
- (b) Has completed the prescribed standard of training; and
- (c) Indicative tasks of a Level "A" Manager include:

Supervision of staff in one or more sections of the club, including allocation of duties, preparation of rosters, approval of overtime, employee counselling, discipline and performance appraisal.

Plan and implement improved work procedures.

Make recommendations to senior management or the management committee on staff including training requirements and staffing levels.

Decides in consultation with senior management or the management committee on the engagement, termination and promotion of non-managerial staff.

Trains non-managerial staff.

Supervises clerical work, maintains records including the use of computers.

Supervision of stock control and stocktaking.

Contributes ideas for long term planning, including the areas of new equipment, maintenance, human resources, and marketing.

Checks and supervises quality of services, hygiene and safety arrangements.

Checks equipment and facilities for maintenance, replacement and upgrading.

Checks, organises and implements security procedures.

Places supply orders and authorises payments within set procedures.

9.1.4 Level "B" Manager

- (a) Directly supervises the work of other employees and is supervised by more senior management;
- (b) Has completed the prescribed standard of training; and
- (c) Works at a level above and beyond the skills required of a Level "A" Manager.

- (d) Indicative tasks of a Level "B" Manager include duties of a lower level plus:
- Establishes stock control levels, checks accuracy of stocktaking, evaluates suppliers, negotiates pricing and/or terms.
 - Sets quality standards for facilities, service, etc.
 - More complex checking than for a Level "A" employee, including the economical use of old plant and equipment or the need for new plant and equipment.
 - Implements and checks emergency procedures.
 - Organises training, evaluates training materials for non-managerial employees.
 - Consults with union delegates, requiring an accurate knowledge of industrial awards.
 - Collects statistics, analyses income; reads and understands computer system and user materials.
 - Authorises payments or expenditure according to club procedures.
 - Updates security procedures.

9.1.5 Level "C" Manager

- (a) Directly supervises the work of other employees which may include other Managers and is supervised by more senior management;
- (b) Has completed the prescribed standard of training; and
- (c) Works at a level above and beyond the skills required of a Level "B" Manager.
- (d) Indicative tasks of a Level "C" Manager include duties of a lower level plus:
- Duty or House manager with established portfolio responsibilities.
 - Supervision of other managerial employees, including discipline, analysis of training needs, allocation of duties, performance appraisal.
 - Determine suitability of training courses and/or methods.
 - Negotiate about industrial issues with union delegates and other employees.
 - Designs information collection systems; consults with computer suppliers/advisers.
 - Plans emergency procedures.
 - Interprets and applies specific Board policy in the running of the Club
 - Assesses tenders and quotations; inspects works done on property; liaises with outside businesses.
 - Provide ideas for longer term financial planning.
 - Analyses income and expenditure for a number of the club's operations; calculates costs and/or value of stock and sales.
 - Investigates financial irregularities

9.1.6 Level "D" Manager

- (a) Is in charge of a Club where the Manager is the sole paid member of management.
- (b) Where supervised by another Manager, duties are clearly within the scope of this level
- (c) Has completed the prescribed standard of training; and
- (d) Works at a level above and beyond the skills of a Level "C" Manager.
- (e) Indicative tasks of a Level "D" Manager include duties of a lower level plus:

Ensures legal requirements are met, prepares statutory returns, required to interpret relevant Acts and Statutes.

Organises safety procedures, keeps abreast of developments in safety and is responsible for maintenance of safety equipment.

Implements marketing programs and activities.

Determines long-term planning priorities, including how and which information is to be collected; contributes ideas for long-term forward planning of property.

Supervises financial reports and calculation of finances, establishes stocktaking procedures, is involved in the identification of financial risks and evaluation of financial options; may supervise preparation of wages; calculates costs of services.

Evaluates computer hardware.

Prepares agendas and proposals for consideration by the Board.

Establishes procedures that apply to the whole club.

9.1.7 Level "E" Manager

- (a) Is a Manager responsible for the general management of a Club and is supported by another Manager/Managers; or
- (b) The Manager's duties are clearly within the scope of this level;
- (c) Has completed the prescribed standard of training; and
- (d) Works at a level above and beyond the skills of a Level "D" Manager.
- (e) Indicative tasks of a Level "E" Manager include duties of a lower level plus:

Consults/Negotiates with employer and employee organisations about industrial problems, laws, regulations including formulation and implementation of practises and procedures relating to club employees.

Negotiates legal requirements.

Prepares policy recommendations for the Board and assists the Board to decide policy; makes recommendations to the Board on Management staffing matters.
Prepares financial reports; co-ordinates annual reports.

Establishes financial procedures including authorisation for routine or regular payments.
Negotiates sales contracts/agreements.

Prepares marketing /promotional materials.

Evaluates and assesses Club requirements for computer (and related) hardware and software, and makes recommendations for the purchase, implementation and installation of such systems.

Represents the club at speaking engagements, including annual meetings/club meetings .

9.1.8 Level "F" Manager

- (a) Is a Manager responsible for the general management of a Club and is supported by other Managers; and whose duties are clearly within the scope of this level;
- (b) Has completed the prescribed standard of training; and
- (c) Works at a level above and beyond the skills of a Level "E" Manager.
- (d) Indicative tasks of a Level "F" Manager include duties of a lower level plus:

Define industrial relations policy, negotiate about problems with union officials and implement procedures for resolution.

Design staff appraisal systems.

Liaise with media, government, chair meetings of outside groups (e.g. community groups).

Manage property maintenance and development contracts; negotiate with potential property developers.

9.1.9 Level "G" Manager

- (a) Is a Manager responsible for the general management of a Club and is supported by other Managers; and whose duties are clearly within the scope of this level;
- (b) Has completed the prescribed standard of training; and
- (c) Works at a level above and beyond the skills of a Level "F" Manager.
- (d) Indicative tasks of a Level "G" Manager include duties of a lower level plus:

The characteristics of the clubs in which Managers at this level work require them to engage in more complex planning and design, and to have increased levels of accountability and responsibility.

9.1.10 Prescribed level of training

For the purpose of this Clause, prescribed level of training means:

- (a) Satisfactory completion of a training course in accordance with the guidelines listed in appendix A issued through Tourism Training Australia for that particular classification and accredited by the Australian Hospitality Review Panel; managers covered by this award may hold other professional qualifications, or
- (b) That the employee's skills have been assessed to be at least the equivalent of those attained through the suitable course described in 9.1.10(a). Such assessment may be

undertaken under the ACCESS system, or under other Recognition of Prior Learning (RPL) systems approved by Tourism Training Australia.

- (c) If at the time of making this award, a manager is already competent in an area of management they will be able to have their skills and experience assessed against the same national competence standards used as the basis for the training modules. Managers will then achieve the module, just as if they had undertaken training, to enable them to receive national qualifications and satisfy the training requirements of this award.

9.2 Minimum Rates

9.2.1 The rates of pay as set out in Table 1 - Rates of Pay - of Part B, Monetary Rates, shall be the minimum annual amount payable to employees within the named classification levels: Rates contained in Table 1.1 shall be payable from the first full pay period on or after 4th of January 2004 and the Rates contained in Table 1.2 shall be payable from the first full pay period on or after 4th of January 2005.

9.2.2 The rates of pay as set out in Table 1.2 shall be reviewed during the months of October November 2004. The review shall consider the Australian Bureau of Statistics, Consumer Price Index September 2004 Quarter's Annualised Inflation Rate and the latest Wage Cost Index October 2004, in conjunction with other industry specific data available at this time.

9.3 Arbitrated Safety Net Adjustment

9.3.1 The rates of pay in this award include the arbitrated safety net adjustment payable under the Wage State Case May 2003 - Safety Net Review - Wages decisions. This arbitrated safety net adjustment may be off set against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to Management agreements, currently operating enterprise flexibility agreements, award variations to give effect to enterprise agreements and over award arrangements.

9.3.2 Provided that:

If, in the second year, such award classifications would have received a greater increase by

- (a) the application of the award safety net or other state wage case principles; or
- (b) the application of the Consumer Price Index,

Such higher increase shall be considered in accordance with clause 42 - Further Negotiations.

9.3.3 Overaward Payment

"Overaward Payment" is defined as the amount (whether it be termed "Overaward payment," "attendance bonus", "service increment", or any term whatsoever) which an employee would receive in excess of the award rate of pay for the classification in which such employee is engaged. Provided that such payment shall exclude overtime, shift allowances, penalty rates, disability allowances and any other ancillary payments of a like nature prescribed by this award, unless otherwise specifically agreed via the provisions contained within a Management Agreement.

9.4 Weekly Wage Equivalent

For the purpose of calculating the weekly equivalent of the annual salary rates prescribed by this clause, the divisor of 52 shall be used and the resultant amount shall be taken to the nearest ten cents. All calculations required to be made under this award for the purpose of determining hourly amounts payable to an employee shall be calculated on the weekly equivalent of the annual salary.

9.5 Salaries Exemption and Management Agreements

- 9.5.1 The provisions of clauses, 18 - Higher Duties Allowance, 19 - Hours of Work, 22 - Overtime, and 23 Recall to Duty shall not apply to employees who are in receipt of a salary of 30% in excess of the minimum annual salary rates for the appropriate classification prescribed by clause 9.2 - Classifications and wage rates of this award.
- 9.5.2 The Provisions of clause 17 - Motor Vehicle Allowance, clause 19 - Hours Of Work, clause 20 - Meal Break and Allowance, clause 21 - Rostered Days Off, clause 22 - Overtime, clause 23 - Recall to Duty, clause 24 - Public Holidays, clause 27 - Sick Leave (sick leave shall be in accordance with the State Minimum as outlined in the New South Wales *Industrial Relations Act* 1996 Section 26(1)(a) and 26(1)(b)) and clause 35 - Uniforms, shall not apply to employees who are in receipt of a salary 50% in excess of the minimum annual salary rate for the appropriate classification prescribed by clause 9.2 - Classifications and wage rates of this award.
- 9.5.3 Nothing in this award is intended to preclude a Manager and a Club from agreeing to conditions of employment ('Management Agreements') which are more beneficial to those provided in this award.
- 9.5.4 Where circumstances arise that require a manager and a club to agree to rates of pay and/or conditions that are less than those provided by this award, the club and the manager or their representatives must apply to the Industrial Relations Commission of NSW for an exemption from the whole or part of this award in accordance with the provisions of section 18 of the NSW *Industrial Relations Act* 1996.

Notation: Assistance with developing Management Agreements is available from Clubs NSW, and the Club Managers Association.

10. Management Trainees

- 10.1 The engagement of management trainees shall be mutually agreed upon in writing by the employing Club and the Club Managers Association.
- 10.2 When a club, which employs a management trainee in accordance with this clause, the club shall release the trainee for the equivalent of one day of each week of term for the purpose of achieving the required modules duly accredited under the National Qualification Framework. This training may be completed on a weekly or block release basis. Each such day shall be paid as for 8 ordinary hours worked.
- 10.3 The minimum rates payable for Management Trainees shall be the following percentages of the Level B Manager's rate.

Percentage of Level B Rate
%

First year	90
Second year	95
Third year	97.5
Fourth year	100

- 10.4 Provided that when a management trainee is undertaking the required training as set by the CMDA and Clubs NSW, progression to the next year of service salary scale shall be dependent upon the trainee having acquired training levels for the preceding year.

11. Part-Time Employees

- 11.1 Part-time employees may be engaged to work not less than 3 ordinary hours per week nor more than 37 hours per week, subject to the following provisions.
- (a) The minimum number of hours worked on any one day shall be 3.
 - (b) Such hours must be worked within a span of eleven hours.
 - (c) Part-time employees shall be paid an hourly rate relative to the employee's classification number specified in Clause 9 'Salaries', of this Award.
 - (d) Any part-time employee required to work on a public holiday shall be paid for all hours worked at the rate of double time and one-half the ordinary hourly time payable to a weekly employee, with a minimum payment as for four hours worked.
- 11.2 Employees shall be advised of the rostered working hours and rostered time off as soon as practicable, and in any event, by not less than seven days notice without the employee's consent, except in an emergency.
- 11.3 Notwithstanding the provisions of subclause 11.1 of this clause and clause 9 'Salaries', of this Award, the employer and the Club Managers Association may by mutual consent agree in writing to observe other conditions in order to meet special cases, which may include job sharing arrangements.

12. Anti-Discrimination

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

NOTES:

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

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

13. Payment of Salaries

- 13.1 Salaries shall be paid weekly, fortnightly or monthly during working hours, Monday to Friday. Payments that are to be made at intervals greater than fortnightly shall be by mutual agreement between the Club and the individual Manager.
- 13.2 By agreement between the employer and the employee, salaries may be paid by one of the following means:
- 13.2.1 cash;
 - 13.2.2 cheque; or
 - 13.2.3 payment into an employee's bank, building society, or credit union accounts. Provided that all charges associated with the fund's transfer are met by the employer and the employee's account is credited on the normal payday.
- 13.3 Upon termination of employment, eligible termination entitlements due to an employee must be paid on the date of such termination or forwarded to the employee by post within two working days.

14. Times and Salaries Record

In accordance with Section 123 of the *Industrial Relations Act 1996*, time sheets and pay sheets must contain the following particulars -

- 14.1 the full name of the employer and A.B.N. number;
- 14.2 the full names of the employees;
- 14.3 the occupation and classification of all employees under this award;
- 14.4 the date on which payment was made,
- 14.5 the period of employment to which the payment relates,
- 14.6 the gross amount of remuneration (including overtime and other payments),
- 14.7 the number of hours worked by each employee during the week;
- 14.8 the deductions made for tax, employee superannuation contributions;
- 14.9 the particulars of all other authorised deductions;
- 14.10 the net amount paid.

15. Rights of Entry of Association Officials

See Section 296, 297, 298 & 299 of the *Industrial Relations Act 1996*.

16. Expenses

- 16.1 An employee shall be reimbursed for all moneys reasonably expended by him/her for and on behalf of the employer subject to Board policy or approval.
- 16.2 The Board of Directors or a duly appointed representative of the Board may pre determine the parameters for the usage of credit cards issued to the employee and advise the Club card holder of those parameters accordingly.

17. Motor Vehicle Allowance

- 17.1 Where an employee is required by the employer to use the employee's own motor vehicle for the performance of the employee's duties, and unless a higher rate is otherwise agreed to, the employee must be reimbursed for such use of their motor vehicle at the rate of 61 cents per kilometre. Subject to a maximum payment of \$270.00 in any one week, in which case the claim must be approved by the Board or a duly appointed representative of the Board. The relevant amounts payable are contained in Item 1 of Table 2 - other Rates and Allowances, of Part B Monetary Rates.
- 17.2 Vehicle allowance payments must be made weekly or at the end of such period as the employee and the employer agree on presentation of a written claim containing such particulars as the employer may reasonably require.

18. Higher Duties Allowance

- 18.1 An employee who is required to perform substantially all the duties of a higher position for one week or more shall be paid not less than the minimum rate prescribed for such higher position for all time so engaged.
- 18.2 An employee shall perform all reasonable and lawful directions of the Management of the Club as properly authorised by the Board of the Club or by a duly authorised representative of the Board

19. Hours of Work

- 19.1 The ordinary hours of duty of each employee shall be:
- 19.1.1 160 hours per four week period;
 - 19.1.2 worked within a span of twelve hours per day.
 - 19.1.3 rosters shall permit the employee to have at least 8 hours off duty between the finishing of one shift and the commencement of the next.
- 19.2 Employees shall be advised of their rostered working hours and rostered time off as soon as practicable, and in any event by not less than seven days notice without the employee's consent, except in an emergency.
- 19.3 An employer and an employee may agree in writing to modify the provisions of 19.1.2.

20. Meal Break and Allowance

- 20.1 Where a club provides meals for members, any Manager employed by the club shall, whilst on duty, be entitled to a meal free of cost whenever the club is providing such meals.
- 20.2 An employee shall be entitled, where practicable, to a meal break within 5 hours of commencing duty of between 30 and 60 minutes and each 5 hours thereafter.
- 20.3 Where an employee due to operational requirements is unable to partake in a meal free of cost the employee shall be paid an allowance of an amount as set out in item 2 of Table 2 - other Rates and Allowances, of Part B, Monetary Rates.

- 20.4 Notwithstanding the provisions of subclauses 20.1 and 20.3 hereof, an employer and an employee may agree in writing that an allowance of the amount set out in the said item 2 shall be paid in lieu of the provision of a meal free of cost to the employee.
- 20.5 Where a Club does not provide a meal for members, the employee shall be entitled to an allowance of the amount set out in the said item 2 of Table 2 - other Rates and Allowances, of Part B, Monetary Rates.

21. Rostered Days Off

- 21.1 Each employee shall be free from duty for at least nine days in each four weekly period provided that in each such period that on at least two occasions such days shall be consecutive.
- 21.2 Where the employer and an employee mutually agree in writing to substitute an alternative method of taking time off, then that method shall apply.
- 21.3 In clubs where only a club Manager is employed the Board of Directors and the club Manager may, by mutual consent in writing, agree to the Club Manager taking eight full days and two half days off in each four week period.
- 21.4 The club's Board of Directors or a duly authorised representative of the Board shall have the right to direct when a rostered day off shall not be worked and, in the case of an emergency, the right to direct when a rostered day off shall be worked.
- 21.5 An employee who works on his/her rostered day(s) off as directed shall be paid at overtime rates for all hours so worked.
- 21.5.1 Details of all work performed on a rostered day off by any employee covered by this award shall be submitted in writing by the club Manager to the club's Board of Directors or to a duly authorised representative of the Board prior to or at the meeting of the Board following the day on which such work performed and payment for such work shall be made on the first pay day after that meeting.
- 21.5.2 Where details of work are not submitted in accordance with 21.5.1, no entitlement to payment shall arise.
- 21.5.3 An employee in receipt of a salary inclusive of the exemption rate prescribed in sub clause 9.5.1 shall not be entitled to additional payment if directed to work on a rostered day off, provided that:
- (a) A least 8 hours break has occurred prior to being directed to commence duties on a rostered day off.
- (b) The cancelled rostered day off shall be deferred or banked in accordance with the provisions of 21.6.
- 21.6 The taking of rostered days off may be deferred with the prior approval of the clubs Board, with such rostered days off to be banked, by written agreement for a period not exceeding twelve months from the date such rostered days off accrued to the employee, to be taken at a time agreed upon between the employer and employee; provided that the number of rostered days off so banked shall at no time exceed twenty such days.
- 21.6.1 The employer and the employee may agree in writing that the money value of any rostered days off accrued and banked pursuant to 21.6 hereof, but not taken by the employee, may be paid to the employee in lieu of taking such accrued and banked rostered days off. Payment shall be made at normal time rates of pay.
- 21.6.2 By agreement with the employer, the employees' accrued RDO's may be added to their annual leave (no annual leave loading shall apply to such accruals).

- 21.6.3 Upon termination of the employees' employment for any reason the money value of any rostered days off accrued and banked pursuant to 21.6. hereof, but not taken by the employee, shall be paid to the employee at normal time rates of pay. Any rostered days off accrued in excess of 20 shall be disregarded.

21.7 Make-up time

An employee may elect, with the consent of their 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.

22. Overtime

- 22.1 All time worked in excess or outside of the ordinary hours of duty or on a rostered day off shall be overtime.
- 22.2 In computing overtime each day's work shall stand alone and be paid for at the rate of time and one-half for the first two hours and double time thereafter.
- 22.3 Details of all overtime worked by any employee covered by this award shall be submitted in writing by the employee to the club's Board of Directors or to a duly authorised representative of the Board prior to or at the next meeting following the day on which such overtime is worked, and payment for such overtime shall be made on the first pay day after that meeting, provided that if details of overtime worked are not so submitted, payment for such overtime may not be made by the club and in such event no entitlement to payment shall arise.
- 22.4 Subject to 22.4.1 the Club's Board of Directors or a duly authorised representative of the board may require an employee to work reasonable overtime at overtime rates.
- 22.4.1 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities;
 - (c) the need of the workplace or enterprise;
 - (d) the (notice if any) given by the employer of overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.
- 22.5 An employee who is required to work and works so much overtime between the cessation of that employee's ordinary hours on one day or shift and the commencement of that employee's ordinary starting time on the next day or shift that the employee has not had at least ten consecutive hours off duty between those times shall be released after completion of such overtime until the employee has had ten consecutive hours off duty, without loss of pay for ordinary working time occurring during such absence.
- 22.6 If, as a result of special operational circumstances and upon the Board of Directors instructions, an employee resumes duty without having had ten consecutive hours off duty the employee shall be paid at double ordinary time rates until released from duty (or if the duty is resumed on a public holiday, at public holiday rates) for such period and then shall be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- 22.7 An employee may elect with the consent of the employer to take time off during ordinary hours in lieu of payment for overtime. The taking of such time must be agreed to by the employer and time off shall be the same as the overtime worked.

23. Recall to Duty

An employee recalled to work any overtime in one or more periods after having left the club premises shall, when such overtime is worked after the conclusion of the ordinary hours of one shift and before the commencement of the ordinary hours of the next shift (whether notified before or after having left the said premises), be paid for a minimum of one hour's work, provided such overtime is not required to be paid because of the failure of the employee to perform a duty, or function, during his ordinary working hours. The employee shall not be paid for the time spent travelling to and from the club on a recall.

24. Public Holidays

- 24.1 The day or days upon which the following holidays fall or days on which such holidays are observed shall be holidays for the purpose of this award:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day and any other day or days proclaimed or gazetted as public holidays for the State.

- 24.2 An employee who is required to work on a public holiday and who so works shall be paid at the rate of double time and one-half with a minimum payment at such rate for 4 hours worked. Where an exemption rate is paid pursuant to sub clause 9.5.1, that rate shall be used for the calculation of penalty rates for such public holidays.
- 24.3 Details of all work performed by an employee on a public holiday shall, other than normal rostered duties, be submitted in writing by the employee to the club's Board of Directors or to a duly authorised representative of the Board prior to or at the next meeting following the day on which such public holiday is worked, and payment for such work shall be made on the first pay day after that meeting, provided that if details of work performed on a public holiday are not so submitted, payment for such work may not be made by the club and in such event no entitlement to payment shall arise.
- 24.4 Where a public holiday falls on an employee's rostered day off and the employee is not required to attend for duty, the employee shall be entitled, for each such occasion, to either:
- 24.4.1 an additional day's salary; or
 - 24.4.2 be granted another day off in lieu; or
 - 24.4.3 have an additional day without annual leave loading added to the employee's annual leave.
- 24.5 The provisions referred to in sub clause 24.4 shall not apply to employees whose regular roster excludes rostered duties on Saturday or a Sunday. Where a public holiday as prescribed by sub clause 24.1 falls on a Saturday no additional payment as prescribed by that clause shall apply.

25. Annual Leave

- 25.1 Annual Leave Entitlement

Five weeks paid annual leave shall be allowed to an employee after each completed year of service and an employee whose services are terminated or who leaves their employment during a twelve monthly period shall be entitled to pro rata annual leave for the period of employment served.

- 25.2 Annual Leave Exclusive of Public Holidays

The annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 24 - Public Holidays - and, if any such holiday falls within an employee's period of annual leave and is

observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

25.3 The Taking Of Annual Leave

- 25.3.1 Annual leave shall be taken in consecutive weeks except that by agreement between the employee and employer the leave may be split into separate periods provided that no period shall be less than one week, subject to the provisions of clause 28.3.1 Personal/Carers provisions.
- 25.3.2 No employee shall be required to go on annual leave unless at least three month's prior notice has been given, except where a shorter period of notice is mutually agreed between the employer and employee concerned.
- 25.3.3 Each employee shall be asked to state when they require annual leave and the employer shall, as far as practicable, arrange to suit annual leave for the convenience of employees.
- 25.3.4 Before proceeding on annual leave, the employee shall be paid any salary then due or which may accrue during the period of leave.

25.4 Annual Leave Loading

- 25.4.1 Before an employee is given and takes annual leave or, where by agreement between the employer and the employee the annual leave is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay the employee a loading determined in accordance with this clause.
- 25.4.2 The loading is payable in addition to the employee's salary for the period of annual leave given and taken.
- 25.4.3 Prior to commencing a period of annual leave, the employee shall receive a loading of 17.5 per cent calculated at the appropriate ordinary time rate of salary, prescribed in clause 9.2.1 - Classifications and wage rates, for the classification in which the employee was employed immediately before commencing annual leave or where applicable the salary rate payable as prescribed in clause 9.5. - Salaries exemptions - shall be deemed to be the gross salary for the purpose of this clause.

25.5 Proportionate Leave on Termination

- 25.5.1 When the employment of an employee is terminated by the employer for a cause other than for serious and wilful misconduct and at the time of the termination the employee has not been given and has not taken the whole of annual leave to which the employee became entitled, the employee shall be paid a loading calculated in accordance with 25.4.3 for the accrued entitlement not taken at time of the last anniversary date of employment.
- 25.5.2 Where an employee resigns and has not taken the whole of an annual holiday to which the employee has become entitled on or after that date, he or she shall be paid a loading calculated in accordance with 25.4.3 for the accrued entitlement not taken at time of the last anniversary date of employment.

26. Long Service Leave

See *Long Service Leave Act* (NSW) 1955.

27. Sick Leave

- 27.1 After four weeks of continuous employment with the same club, an employee absent from duty on account of personal illness, or accident, shall be paid for the period of such absence for up to 80 hours

per annum, at the rate of his full salary, provided that an employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to workers' compensation.

- 27.2 The rights under this clause shall accumulate from year to year until used.
- 27.3 To be entitled to sick leave under this clause an employee may be required to prove to the satisfaction of the employer that he or she was unable, on account of such illness or accident to attend for duty on the day or days for which such leave is claimed.
- 27.4 For the purpose of this clause continuous service shall be deemed not to have been broken by any absence from work on leave granted by the employer; or any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall in each case be upon the employee); provided that any time so lost shall not be taken into account in computing the qualifying period of four weeks.
- 27.5 For the purpose of subclause 27.1 of this clause, service before the date of the coming into force of this award shall be counted as service.

28. Personal/Carer's Leave

28.1 Use of Sick Leave

- 28.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 28.1.3(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 in clause 27, - Sick Leave - for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- 28.1.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- 28.1.3 The entitlement to use sick leave in accordance with this subclause is subject to;
- (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this sub clause:

1. "Relative" means a person related by blood, marriage or affinity;

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

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

28.1.4 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.

28.2 Unpaid Leave for Family Purpose

28.2.1 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 28.1.3(ii) who is ill.

28.3 Annual Leave

28.3.1 Subject to the *Annual Holidays Act 1944* an employee may elect with the consent of the employer to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

28.3.2 Access to annual leave, as prescribed in 28.3.1 of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.

28.3.3 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

28.4 Time Off in Lieu of Payment for Overtime

28.4.1 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.

28.4.2 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.

28.4.3 If, having elected to take time as leave in accordance with 28.4.1, 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.

28.4.4 Where no election is made in accordance with the said 28.4.1 employee shall be paid overtime rates in accordance with the award.

28.5 Make-up Time

28.5.1 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.

28.5.2 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.

29. Bereavement Leave

- 29.1 Leave granted under this clause shall be without deduction of pay to a maximum period not exceeding the number of hours worked by the employee in three ordinary days. An employee other than a casual employee shall be entitled to bereavement leave without deduction of pay on each occasion of the death of a person prescribed in 29.3 below.
- 29.2 An employee shall be entitled to bereavement leave upon production of satisfactory proof of such death, to leave up to and including the day of the funeral of such relation as prescribed in 29.3 below.
- 29.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in 28.1.3, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 29.4 This clause shall have no operation during any time when the period of leave referred to herein coincides with any other period of leave of the employee or their rostered day off.
- 29.5 Bereavement leave may be taken in conjunction with other leave available under 28.2, 28.3, 28.4, 28.5 and 21, Rostered Days Off, of this award. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

30. Professional Development Leave

- 30.1 In order to facilitate progression through the classification structure in clause 9 - Classification and Wage Rates - an employee is entitled to five days paid Professional Development Leave in each calendar year, subject to the provisions of this clause.
- 30.2 Professional Development Leave is only available for the purpose of undertaking continuing education and industry activity programs conducted by or approved for accreditation by Club Management Development Australia (CMDA), Club Managers Association Australia and the Registered Clubs Association of New South Wales (RCA).
- 30.3 The entitlement to paid Professional Development Leave is dependent on:
- 30.3.1 the employee providing the club with at least twenty eight days notice or a lesser period as mutually agreed, of the dates on which the employee seeks to take Professional Development Leave;
 - 30.3.2 the granting of leave not unduly affecting the operation of the club;
 - 30.3.3 the employee agreeing to provide, if requested by the club, a report outlining the potential benefits of the training undertaken to the operation of the club; and
- 30.4 The club may reimburse an employee for any costs associated with undertaking continuing education programs and industry activities conducted or approved by CMDA, CMAA or RCA.

31. Reserve Forces Leave

- 31.1 An employee who is a member of the Reserve Forces of Australia, with the approval of the Board, shall be released from duty for two weeks per year for the purpose of undertaking courses of training required by the Reserve Forces.
- 31.2 To become entitled to be released from duty pursuant to 31.1 the employee shall within seven days of receiving notification from the Reserve Forces, unless prevented by accident, illness or other reasonable cause, inform the employer of the dates between which the employee seeks to be released from duty, and failure to comply with this clause shall relieve the employer of the obligations under 31.1.
- 31.2.1 The parties to this award acknowledge and adhere to the provisions of the *Defence Reserve Service (Protection) Act 2001* or any such agreement that rescinds or replaces it.

32. Emergency Service Leave - (SES/RFS)

- 32.1 Where the employee is a member of the State Emergency Service or Rural Bushfire Service and is required to attend at a proclaimed emergency, the employer shall provide the employee with ten (10) days leave per year.
- 32.2 The employer shall reimburse the employee the difference between any amount paid in respect to his/her attendance at such emergency and the amount of salary he/she would have received in respect of the ordinary time had he/she not been on such service.

33. Jury Service

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

34. Accommodation

- 34.1 Where a club provides accommodation for an employee, an employee and spouse, or an employee, spouse and dependent children, the club shall be entitled to deduct an amount agreed in writing between the club and the employee. The amount agreed on is to be increased annually in accordance with the Consumer Price Index.
- 34.2 This clause is made on the understanding that the deduction existing for employees at the date on which the Award takes effect shall not be increased merely as a consequence of the coming into operation of this clause.

35. Uniforms

- 35.1 Where the employer requires a manager to wear a uniform whilst on duty, the employer must reimburse the manager for the cost of purchasing the uniform. The provisions of this sub-clause do not apply where the uniform is paid for by the employer.
- 35.2 Where a uniform is required to be worn by a manager, the employer must pay to the employee an allowance of an amount as set out in Item 3 of Table 2 - Other Rates - and allowances, of Part B Monetary Rates, to cover the costs of laundering the uniform. The provisions of this clause do not apply where the employer arranges for the uniform to be laundered without cost to the manager.
- 35.3 An employer may require an employee on commencing employment to sign a receipt for item/s of uniform and property. This receipt must list the item/s of uniform and property and the value of them. If, when an employee ceases employment, the employee does not return the item/s of uniform and property in accordance with the receipt, the employer will be entitled to deduct the value as stated on the receipt from the employee's wages.
- 35.4 In the case of genuine wear and tear, damage, loss or theft that is not the employee's fault the provisions of clause 35.3 will not apply.

- 35.5 Any disagreement concerning the value of item/s of uniform and property and any other aspect of this clause may be determined by the Grievance and Dispute procedure.

36. Workers' Compensation Insurance

Where applicable, the exemption salary rate shall be the rate insured for and the employee, while absent from duty on workers compensation, shall be paid his actual salary including any exemption salary rate (subject to the provisions of the *Workplace Injury Management and Workers Compensation Act 1998*).

37. Superannuation

37.1 Definitions

In this clause:

- 37.1.1 Industry Fund shall mean CLUB-PLUS, being the Superannuation Scheme registered under federal laws.
- 37.1.2 Eligible employee means:
- (a) a weekly employee (including a part-time employee) employed in the club industry, subject to the completion of four weeks employment;
 - (b) is otherwise a member of Club Plus.
- 37.1.3 Employed in the club industry means employed to work in a club where such employment is governed by the terms of this Award.
- 37.1.4 Ordinary time earnings means:
- (a) in the case of a full-time weekly employee the appropriate rate for the ordinary hours of the week, as prescribed by clause 9 - Classifications and Wage Rates - hereof, together with, if applicable, clause 9.5 - Salaries Exemptions - and Management Agreements;
 - (b) in the case of a part-time employee the number of ordinary hours worked in each week multiplied by 1/40th of the weekly rate for the classification;
- 37.1.5 Trustee shall mean Club Plus Pty Limited or such trustee of the Club Plus as may be appointed from time to time.
- 37.1.6 Union means the Club Managers' Association, Australia.

37.2 Enrolment

The following conditions are subject to where the employer is already making contributions in excess of those required under federal legislation as provided for in 37.3 below and where the occupational superannuation scheme complies with the Superannuation Industry Supervision Act.

- 37.2.1 Each employer shall comply with the following:
- (a) distribute application for membership forms and relevant information of Industry Fund to each of the eligible employees;
 - (b) as soon as practicable on the completion of the application for membership form by an eligible employee, the employer shall (if they have not already done so) enter into a Deed of Adherence with the trustee acknowledging themselves to be bound by Club Plus trust deed; and

- (c) where the employee is not a member of Club Plus the employer shall attach to the completed application form membership form a letter signed by at least two members of the Executive of the club's Board of Directors instructing the trustee to:
 - (i) enrol in Club Plus the named employee; and
 - (ii) accept contributions from the date specified in the letter.
- (d) Where the employee is a member of Club Plus, the employer shall forward a letter to the administrator signed by at least two members of the Executive off the club's Board of Directors instructing the trustee to accept contributions from the date specified in the letter.
- (e) On commencement of employment, an employee who is already a member of Club Plus, shall provide the employer with his or her fund membership number.

37.3 Contributions

- 37.3.1 The quantum of superannuation contributions shall be in accordance with the relevant legislation, that being the Superannuation Guarantee Charge Legislation.
- 37.3.2 Each employer shall pay to the trustee an amount equal to the appropriate proportion of the employee's ordinary time earnings in accordance with clause 37.3.1.
- 37.3.3 An employee may elect to make a voluntary contribution to a Superannuation Fund upon completion of a voluntary contribution deduction authority or a direct contribution remittance form.

37.4 Remitting Payments

- 37.4.1 Each employer shall remit to the trustee of the fund all payments due in respect of their employees immediately at the conclusion of each calendar month or at such other times and in such other manner as may be agreed in writing between the trustee and the employer.
- 37.4.2 Each employer shall remit to the trustee of the fund all payments as authorised by the employee in accordance with the completed voluntary contribution deduction authority or as such other times and in such other manner as may be agreed in writing between the trustee and the employee.

37.5 Exemptions

- 37.5.1 Where an employer is incapable of complying with this clause on the grounds of extreme incapacity to pay as set out in the wage fixation principles adopted by the Industrial Commission of New South Wales, they may apply to the Commission for exemption from this clause whilst ever the incapacity exists, provided that -
 - (a) the employer shall comply with this clause until the matter is determined by the Commission;
 - (b) such compliance shall be without prejudice to the outcome of the application.
- 37.5.2 Notwithstanding the provisions of this subclause, the employer and the Club Managers Association may, by mutual consent, agree in writing to observe other conditions in order to meet special cases.

38. Termination of Employment

38.1 Notice of Termination by Employer

- 38.1.1 The employment of a full-time or part-time employee shall not be terminated (except for the provision of 38.1.5) without giving to the employee the period of notice specified in the table below:

Period of Continuous Service	Period of Notice
Under six months service	1 week
Over six months service	4 weeks

- 38.1.2 In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- 38.1.3 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- 38.1.4 In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- 38.1.5 The period of notice in this clause, shall not apply in the case of dismissal for conduct that justifies instant dismissal including serious misconduct or failure to carry out a lawful and reasonable instruction of the Board of Directors or the duly appointed representative of the Board.
- 38.1.6 Notwithstanding the foregoing provisions trainees who are engaged for a specific period of time shall once the traineeship is completed and provided that the trainees' services are retained have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of his or her traineeship and is re-engaged by the same employer within six months of such termination the period of traineeship shall be counted as service in determining any future termination.

38.2 Notice of Termination by an Employee

- 38.2.1 The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- 38.2.2 If an employee fails to give notice the employer has the right to withhold and/or deduct monies due to the employee, excluding accrued annual and long service leave entitlements due at the time of termination, to a maximum amount equal to ordinary time rate of pay for the period of notice.

38.3 Time off During Notice Period

Where an employer has given notice of termination to an employee, an employee shall be allowed up to two day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

38.4 Procedural Fairness

- 38.4.1 An employer shall not terminate the services of any employee for reasons of conduct or performance unless:

- (a) The employee has been provided prior to the termination with full particulars verbally or in writing, of all allegations against the employee;
 - (b) The employee has been given the opportunity to defend himself or herself against all allegations relied upon by the employer.
- 38.4.2 An employee whom at the direction of the employer is instructed not to attend for duty whilst the procedures of 38.4.1 are being implemented or further enquires are being made shall, during such absence, be paid the equivalent to the weekly salary or part thereof.
- 38.4.3 Should the employer elect to suspend the employee from duties the process must be completed in a timely fashion. In the event the employee is suspended for a period in excess of 10 working days, the employee shall inform the Association and the employer shall inform the ClubsNSW.

39. Grievance & Disputes Procedure

39.1 Procedures Relating to Grievances of Individual Employees

- 39.1.1 The employee or the Association on behalf of its member is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
- 39.1.2 A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- 39.1.3 Reasonable time limits must be allowed for discussion at each level of authority.

At the conclusion of the discussions, the employer must provide a response to the employee's grievance including reasons.

- 39.1.4 While a procedure is being followed, normal work must continue.
- 39.1.5 The employee may be represented by the CMA, and the employer may be represented by ClubsNSW, at any stage during this process.

39.2 Procedures Relating to Disputes etc. between Employers and their Employees

- 39.2.1 A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- 39.2.2 Reasonable time limits must be allowed for discussion at each level of authority.
- 39.2.3 While a procedure is being followed, normal work must continue.
- 39.2.4 The employer may be represented by the ClubsNSW and the employee may be represented by the CMA for the purpose of each procedure.

40. Redundancy

40.1 Application

- 40.1.1 This clause shall apply in respect to full time and part time persons employed in the classifications specified by Clause 9, Classifications.
- 40.1.2 The provisions of this clause shall only apply in respect to employers who employ 15 or more employees immediately prior to the termination of employment of employees, in the terms of Clause 40.5 of this award.

40.1.3 Notwithstanding anything contained elsewhere in this clause, these provisions shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

40.1.4 Notwithstanding anything contained elsewhere in this clause, these provisions shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of employees engaged for a specific period of time or for a specified task or tasks, or where employment is terminated due to the ordinary and customary turnover of labour.

40.2 Introduction of Change

Employer's Duty to Notify

40.2.1 Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.

40.2.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the employers workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

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

40.3 Employer's Duty to Discuss Change

40.3.1 The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in 40.2.1 above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

40.3.2 The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in 40.3.1 of this clause.

40.3.3 For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

40.4 Redundancy

40.4.1 Discussions before Terminations

- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to Clause 40.2, "Introduction of Change", and that decision may lead to the termination of employment, the employer shall hold discussions which the employees directly affected and with the union to which they belong.

- (b) The discussion shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of 40.4.1(a) of this subclause and shall cover, inter alia, any reason for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.
- (c) For the purpose of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

40.5 Termination of Employment

40.5.1 Notice of Changes in Production, Program, Organisation or Structure.

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "production", "program", "organisation" or "structure", in accordance with Clause 40.4.1 of this award.

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

Period of Continuous Service	Period of Notice
Up to and including 6 months	1 week
More than 6 months	4 weeks

- (b) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of the notice above shall be made if the appropriate notice period is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

40.5.2 Notice for Technological Change

This subclause sets out the notice provisions to be applied to termination by the employer for reasons arising from "technology" in accordance with Clause 40.4.1 of this award:

- (a) In order to terminate the employment of an employee, the employer shall give to the employee 3 months notice of termination.
- (b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (c) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

40.5.3 Time Off During the Notice Period

- (a) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview, or the employee shall not receive payment for the time absent.

40.5.4 Employee Leaving During the Notice Period

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

40.5.5 Statement of Employment

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

40.5.6 Notice to Commonwealth Employment Service (Jobs Network)

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

40.5.7 Department of Social Security (Centre Link) Employment Separation Certificate

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Social Security (Centre Link).

40.5.8 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in Clause 40.4.1 of this award, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

40.6 Severance Pay

Where an employee is to be terminated pursuant to Clause 40.5 of this award, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:

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

Years of Service Age	Under 45 Years of Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks

3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

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

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

- 40.6.3 "Weeks pay" means the all purpose rate for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, exemption rates and allowances paid pursuant to this Award.

40.7 Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in Clause 40.6 above.

The Industrial Relations Commission shall have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant, and the probable effect of paying the amount of severance pay in Clause 40.6 above will have on the employer.

40.8 Alternative Employment

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in Clause 40.6 if the employer obtains acceptable alternative employment for an employee.

40.9 Grievance and Dispute Resolution Procedures

Procedure Relating to Grievance of Individual Employees shall be dealt with in accordance with the provisions contained in clause 39 of this award.

41. Structural Efficiency

- 41.1 Employees shall carry out all functions within their capacity to perform, and may be required from time to time to carry out other duties of a lower classification or duties of other employees employed at the club, where this is reasonably required, such as during unexpected busy trading periods, special functions, or where existing staff resources are deemed to be inadequate.
- 41.2 Nothing in this clause shall allow an employer to continually or unreasonably require an employee to perform duties as indicated in subclause 41.1 or to reduce work normally available to employees engaged at either a lower level or pursuant to a distinct and separate industrial instrument. Employees Classified in accordance with Clause 9 of this award shall not be rostered to perform work of any kind of an employee engaged at either a lower level or pursuant to a distinct and separate industrial instrument.

42. Further Negotiations

The parties to the award may agree to re open negotiations in order to review wages (Table 1.2 of Part B Monetary Rates), during the term of this award with a view to reaching agreement on increasing flexibility in the following areas:

Clause 7 (7.2)	‘Exemptions’;
Clause 8	‘Enterprise flexibility provisions’;
Clause 9	‘Classifications and Wage Rates’(consideration compliance with the provisions of Sections 34A-34E of the Registered Clubs Act 1976 (Registered Clubs Amendment Act 2003).
Clause 19	‘Hours of Work’;
Clause 20	‘Meal Breaks and Allowances’;
Clause 21	‘Rostered Days Off’;
Clause 22	‘Overtime’;
Clause 40	‘Redundancy’;

and such other areas as the parties see as appropriate.

PART B

MONETARY RATES

Table 1

The following rates of salary shall be the minimum annual amount payable to employees within the named classification levels:

Table 1.1

From the first pay period commencing on or after 4 January 2004. (2.7%)

Classification level	$\frac{1}{4}$ \$	+ 30% \$	+ 50% \$
Level A	38,661	50,259	57,991
Level B	40,127	52,165	60,190
Level C	41,592	54,070	62,388
Level D	43,646	56,740	65,469
Level E	48,045	62,458	72,067
Level F	55,375	71,987	83,062
Level G	64,174	83,426	96,261

Table 1.2

From the first pay period commencing on or after 4 January 2005 (2.5%)

Classification Level	1/05 \$	+30% \$	+50% \$
Level A	39,628	51,516	59,442
Level B	41,130	53,469	61,695
Level C	42,632	55,422	63,948
Level D	44,737	58,158	67,105

Level E	49,246	64,020	73,869
Level F	56,759	73,787	85,138
Level G	65,778	85,511	98,668

- B. This order shall come into force from the first pay period to commence on or after 4 January 2004 and shall remain in force for a period of twelve months.

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	Clause 17.1	Vehicle allowance - Per kilometre Maximum payment in one week	0.61 270.00
2	Clause 20.2, 20.3, 20.4.	Meal Allowance	9.50 per shift
3	Clause 34.2	Laundry Allowance	9.50 per week
4	Clause 7.2	Gross annual revenue of a club below which this award does not apply	\$500,000.00

APPENDIX A

TRAINING REQUIREMENTS

This appendix shows how the Training Requirements for the classification guidelines issued through Tourism Training Australia.

It is included as an appendix for the information of employers and employees only and shall not otherwise be used in construing the meaning of the award.

The training requirements which follow are based on the seven level classification structure inserted into Clause 9.1 Club Managers (State) Award 2004.

The suggested modules referred to at each level are those detailed in the "Hospitality Training Resources Manual" prepared by Tourism Training Australia. Hospitality Industry modules of an equivalent standard may be substituted within the guidelines issued through Tourism Training Australia.

As well as undertaking a formal training course approved by the Australian Hospitality Review Panel, training requirements can be met by current skills being formally assessed and recognised under the ACCESS program or under other Recognition of Prior learning (RPL) systems approved by Tourism Training Australia.

Level 'A' Manager

THHGGA02A Perform Clerical Duties

THHGGA07A Control and Order Stock

THHGLE01A Monitor Work Operations

THHGLE02A Implement Workplace, Health, Safety and Security Procedures

THHGLE08A Lead and Manage people

THHGLE09A Manage Workplace Diversity

THHGLE13A Manage Finances within a Budget

THHGLE06A Monitor Staff Performance

THHGFA01A Process Financial Transactions

Satisfies requirements for National Certificate IV

Level B Manager

Competencies from Levels A plus:

THHGFA02A Maintain Financial Records

THHGLE03A Develop and Implement Operational Plans

THHGLE04A Establish and Maintain a Safe and Secure Workplace

THHGLE05A Roster Staff

THHGLE10A Manage Workplace Relations

THHGLE14A Prepare and Monitor Budgets

THHGLE20A Develop and Update the Legal knowledge required for Business Compliance

THHGCT01A Access & Retrieve Computer Data

THHGCT02A Produce Documents on Computer

THHGA05A Plan and Manage Meetings

THHGA08A Plan and Establish Systems and Procedures

Plus at least two of the following:

THHADG01A (1) Analyse and Report on Gaming Machine Data (GAP)

THHGLE18A Monitor and Maintain Computer Systems

THHGH03A Provide First Aid

Satisfies requirements for a National Diploma

Level C Manager

Competencies for Levels A and B plus:

THHGLE11A Manage Quality Customer Service

THHGLE12A Develop and Manage Marketing Strategies

THHGFA04A Prepare Financial Statements

THHGLE07A Recruit and Select Staff

And either

THHADG01A (2) - Develop and Manage Gaming Activities (GMP)

Level D Manager

Competencies for Levels A, B, C plus:

THHGLE15A Manage Financial Operations

THHGLE16A Manage Physical Assets

Level E Manager

Competencies for Levels A,B,C,D plus

THHGLE19A Develop and Implement a Business Plan

THHGLE17A Manage and Purchase stock

Satisfies the requirements for a National Advanced Diploma

Level F Manager

Competencies for Levels A, B,C, D, and E

Level G Manager

The training requirements are as for a Level E Manager and additionally where duties are clearly within the scope of this level

Training Package Code by Level

Code	Training Package Title	Level
THHGGA02A	Perform Clerical Procedures	A
THHGGA07A	Control and Order Stock	A
THHGLE01A	Monitor Work Operations	A
THHGLE02A	Implement Workplace Health, Safety and Security Procedures	A
THHGLE08A	Lead and Manage People	A
THHGLE09A	Manage Workplace Diversity	A
THHGLE13A	Manage Finances within a Budget	A
THHGLE06A	Monitor Staff Performance	A
THHGFA01A	Process Financial Transactions	A
THHGFA02A	Maintain Financial Records	B
THHGLE03A	Develop and Implement Operational Plans	B
THHGLE04A	Establish and Maintain a Safe and Secure Workplace	B
THHGLE05A	Roster Staff	B
THHGLE10A	Manage Workplace Relations	B
THHGLE14A	Prepare and Monitor Budgets	B
THHGLE20A	Develop and Update the Legal Knowledge required for Business Compliance	B
THHGCT01A	Access & Retrieve Computer Data	B
THHGCT02A	Produce Documents on Computer	B
THHGGA05A	Plan and Manage Meetings	B
THHGGA08A	Plan and Establish Systems and Procedures	B
THHAGO1A(1)	Analyse and Report on Poker Machine Data (GAP)	B
THHGLE18A	Monitor and Maintain Computer Systems	B
THHGH03A	Provide First Aid	B

THHGLE11A	Manage Quality Customer Service	C
THHGLE12A	Develop and Manage Marketing Strategies	C
THHGFA04A	Prepare Financial Statements	C
THHGLE07A	Recruit and Select Staff	C
SM1 EQIV.	Specialist Food & Beverage Management	C
THHADG01A(2)	Develop and Manage Gaming Activities (GMP)	C
THHGLE15A	Manage Financial Operations	D
THHGLE16A	Manage Physical Assets	D
THHGLE19A	Develop and Implement a Business Plan	E
THHGLE17A	Manage and Purchase Stock	E

Please note units THHADGO1A (1) and THHADGO1A (2) is a tailored program that collectively is known as the Gaming Management Program.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(1402)

SERIAL C2644

LUNA PARK SERVICES PTY LTD ENTERPRISE AWARD 2003

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 7322 of 2003)

Before Commissioner Bishop

5 February 2004

AWARD

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Parties
3.	Application
4.	Intention
5.	Term
6.	Definitions
7.	Classification & Rates of Pay
8.	Terms of Engagement
9.	Casual Employment
10.	Part-time Employment
11.	Fixed Term Employment

12. Mixed Engagements
13. Hours of Work
14. Overtime
15. Public Holidays
16. Higher Duties
17. Meal Breaks
18. Sick Leave
19. Personal/Carer's Leave
20. Jury Service
21. Annual Leave
22. First Aid
23. Injury & Incident Reporting
24. Uniforms & Protective Clothing
25. Alcohol & Drugs
26. Breakages & Till Shortages
27. Superannuation
28. Payment of Wages & Related Records
29. Anti-Discrimination
30. Suspension & Investigation of Serious Misconduct
31. Grievance & Dispute Settlement Procedure
32. Right of Entry of Union Representatives, Duties & Rights of Union Delegates, Deduction of Union Dues
33. Training
34. General Conditions
35. Adjustment of Rates
36. Bonus Payments - Weekly Employees

PART B

MONETARY HOURLY RATES

Table One - Monetary Rates

Table Two - Junior Rates

2. Parties

The parties to this award are Luna Park Services Pty Ltd: ACN: 107 258 524 and the Australian Workers Union, New South Wales.

3. Application

- (a) This award shall apply to employees in the classifications and exercising the skills identified in Clause 7, 'Classification & Rates of Pay', employed in or around Luna Park by Luna Park Services Pty Ltd: ACN: 107 258 524 (the Company).

- (b) Except in regard to the following provisions:

Annual Leave

Sick Leave

Jury Service

Superannuation

Personal Carer's Leave

Grievance and Dispute Settlement Procedure

Anti-Discrimination,

The conditions and terms of this award shall not apply to an employee of Luna Park Services Pty Ltd in receipt of an annualised salary package in excess of \$35,000 per annum.

- (c) Nothing in this provision is to be taken to affect any right to make other salary arrangements.

4. Intention

This award demonstrates that the parties recognise the need for harmonious Employee and Industrial Relations for Luna Park Services Pty Ltd to realise its corporate goals.

The parties will work together to ensure that the people of Sydney, and the users of the facilities, generally, in and about Luna Park Sydney, will enjoy high levels of customer service, the maintenance of the Park's operations as a unique attraction, as well as a world class venue for corporate functions, leisure, entertainment and recreation.

5. Term

This award shall operate from March 1st 2004, and shall remain in force for a period of three (3) years thereafter.

This award rescinds and replaces the Luna Park Enterprise Award 1999 published 3 November 2000 (319 I.G. 1176).

6. Definitions

Acting up means the circumstances when the provisions of Clause 16 (Higher Duties) operate.

Authorised Representative of the Union shall be workforce delegates, officers or employees of the Union, identified in writing by the Union.

Company's nominated Representative/Nominated Officer shall be the individual or class of individuals identified in writing by the General Manager of the Company, for the operation of the relevant sections of this award, to a party or individual who has a need arising from the operation of this award.

Ordinary Rate for weekly employees means the appropriate weekly loaded rates appearing in Tables One and Two of Part B Monetary Hourly Rates. These rates contain components to compensate for work on weekends, public holidays, evenings and early morning shifts.

Park means Luna Park either in whole or in relation to some of the activities associated with its operation, whether they be on-site or not.

The Company on all occasions means Luna Park Services Pty Ltd: ACN: 107 258 524.

7. Classifications and Rates of Pay

- (a) Classification Definitions:

Employees engaged under this classification structure will be classified by the Company into one of the following levels, according to their skills, experience, responsibilities and aptitude.

Luna Park Employee Level One

This is a training level.

A Level One Employee has no qualifications or relevant previous experience. They perform duties of a routine nature, requiring the use of minimal judgement and work under close supervision.

They shall display an ability to communicate with the public in a courteous and tactful manner. They shall have sound numeracy and literacy skills, and may be required to exercise basic key-board skills.

Aside from learning operational practises and procedures, their typical duties may include, light cleaning, assisting with some or all of the following, games, rides, ushering, retail transactions, and including general labouring and break-relief for other team members.

Progression to a Level Two role will depend on an employee having filled this Level for six months, and, upon successful application and availability of a position.

Luna Park Employee Level Two

A level Two Employee must have completed six months work at Level One, and have demonstrated a clear understanding of and the ability to work within the Park's policies and procedures, relevant to their operation at this Level in a safe, efficient and effective manner.

They shall be responsible for the quality of their own work, subject to routine supervision, working individually or in a team environment. They shall have demonstrated the ability to exercise discretion within their level of skills and training, working from detailed instructions and or procedures.

A Level Two Employee shall be able to operate across more than one role or functional grouping of roles.

A Level Two employee may be called upon to assist with the training of Level One Employees.

Indicative tasks of a Level Two Employee are: guest relations, ticket selling, ticket taking, ushering, ride attending, games attending, retail assisting, food preparation assistance, first-aid assisting, receptionist/telephonist, break relief person, stores controlling, cleaning duties, assisting with maintenance duties.

Luna Park Employee Level Three

Progression or appointment to this Level shall be upon successful application, and the availability of a position.

A Level Three Employee works from complex instructions and procedures, assists with on the job training of staff, and may be required to co-ordinate work in a small team environment, whilst they work under general supervision.

Indicative tasks at this level include: functions co-ordination, food and beverage servicing, area supervision and crowd control, cash control and first-aid supervision.

Luna Park Employee Level Four

A Level Four Employee is someone with a specialist set of skills or knowledge, including trade or technical qualifications required in the usual operations of the Park and associated facilities, including electrical, electronic, mechanical and structural maintenance, and who may work as part of a team or alone.

Luna Park Employee Level Five

A Level Five Employee, as Duty Manager, or other middle management position designated by the Company, shall be responsible for the performance of staff rostered to work under them. They shall ensure that their team work to the required levels of costumer service and in accordance with the established policies of the Company.

As a middle manager, shall be responsible for undertaking performance reviews of team members and making recommendations to Senior Management on staff development and disciplinary matters.

They shall exercise a degree of discretion within well-defined directions and responsibilities, and report regularly and directly to Senior Staff Management.

An employee at this Level shall be appointed in writing, except in the case of a weekly employee acting up to this level on a temporary basis, in which case they shall be paid in accordance with Table One of Part B, with their hourly rate of pay being commensurate with their training, skills and relevant experience. In all other aspects they shall be paid in accordance with the provisions of this award.

(b) Junior Rates:

Junior Employees shall be employed, subject to the following terms and limitations:

- (i) Employees less than 19 years of age shall not be required to perform functions or duties required of an employee properly classified as a Level Two Employee or above.
- (ii) Only employees aged 20 years and older shall be eligible for reclassification as Core Casuals, as provided in Clause 9 (b), Casual Employment. Employment prior to an employee's twentieth birthday shall not count towards the performance criteria relating to Core Casuals.
- (iii) Employees who are less than 20 years of age shall receive the following percentages of the appropriate.

Hourly Monetary Rate for the relevant classification:

At 16 years and under	55%
At 17 years	65%
At 18 years	75%
At 19 years	85%
At 20 years	100%

Key Performance Indicators

- (a) The Company is highly committed to the philosophy that it values and recognises the contribution employees make to its overall performance, operations and success. The Company's Management, believe that feedback, encouragement and recognition with regard to on the job performance are critical in improving communications, management/employee relations and maintaining a high level of commitment and morale in the workforce.
- (b) Key Performance Indicators have been developed covering employees engaged under the provisions of this award. A copy of the Key Performance Indictors will be given, upon employment, or promotion to a new position, to each employee.
- (c) An employee's performance will be regularly reviewed against these indicators and they will be advised of the outcome of such reviews.

8. Terms of Engagement

- (a) An employee may be engaged under the terms of this Award as:
 - (i) a full-time weekly employee;
 - (ii) a part-time weekly employee;
 - (iii) a casual employee;

- (iv) a fixed term weekly employee.
- (b) The employment of weekly employees (excluding casuals) may be terminated by one week's notice on either side which may be given at any time, or by the payment by the Company or forfeiture by the employee of a week's pay in lieu of notice. This shall not affect the right of the Company to dismiss an employee without notice in the case of an employee guilty of malingering, inefficiency, neglect of duty or misconduct.
- (c) Trial Period - Notwithstanding anything elsewhere contained in this award, the first 3 months of employment will be on a trial basis and may be terminated by 2 day's notice by either side. Provided that if the requisite notice is not given during this period the payment or forfeiture of 2 day's wages, depending upon when termination is effected, will be applied.
- (d) Notwithstanding anything contained in this award, the Company may deduct payment of wages for any day on which an employee cannot be usefully employed because of:
 - (i) any strike;
 - (ii) any breakdown of machinery; or
 - (iii) any stoppage of work unavoidable by the Company.

9. Casual Employment

- (a) General Provisions
 - (i) Casual employees are persons engaged and paid as such.
 - (ii) A casual employee will be paid the appropriate rate of pay for their skill level or classification or category, provided in Part B, Monetary Hourly Rates, Table One or Two, as is appropriate. These hourly rates include loadings and statutory obligations under the *Annual Holidays Act 1944*, or successor legislation, and components to compensate for work on evenings, early morning shifts, weekends and public holidays.
 - (iii) If wet weather threatens and the Company makes a decision not to open the Park the following provisions shall apply to casual employees:
 - (1) If the decision is made not later than two hours before the employee's rostered starting time, the Company shall make a facility available for the employee to enquire by telephone in order to ascertain whether it is necessary to report for work. Should an employee report for work on an occasion when such a decision has been made, they shall be reimbursed the amount of fares, if any, they would have paid if they had travelled by public transport to reach the Park and return to their place of residence.
 - (2) If that decision is made later than two hours before the scheduled rostered starting time, an employee reporting for work shall be paid for half of their minimum engagement.
 - (3) If the Park is closed during a casual employee's shift, they will be paid for a minimum of four hours.
- (b) Core Casuals
 - (i) The status of "core employee" applies only to casual employees who have been confirmed as such in writing.

- (ii) The Company recognises that performance and attitude of the workforce are paramount to the ongoing success of Luna Park Sydney. Therefore consistent with the stated objectives of the parties in Clause 4 of this award to reward employees who are motivated and display an above average willingness to be flexible in regard to work arrangements, these employees will as far as practicable, have opportunity for promotion and or appointment to weekly employment, and higher hourly rates as Core Casuals under the provisions of this award.
- (iii) To be classified as a 'core casual' an employee will have one hundred percent rostered attendance for 400 hours or more; met all key performance criteria for their job, that shall include, but not be limited to consistently displaying the following characteristics:
 - Compliance at all times with all Company policies and Occupational Health and Safety regulations.
 - Presentation and image.
 - Willingness to work at lower levels when specifically requested by their Supervisor to do so.
 - Being reliable and consistent.
 - Displaying loyalty toward Luna Park and their customers.
 - Willingness to learn and upgrade skills.
 - Demonstrated a full understanding of Company policies and procedures relevant to them.
 - Preparedness to be flexible in relation to extended shift duties.
 - Consistently achieves above average performance relevant to their job description.
 - Is a trustworthy team player.
 - Willingly assists with the training and development of other employees.
 - Preparedness to work unsociable hours.
 - Being punctual.
- (iv) Where an employee fails to meet the above criteria on three separate occasions over a six months period without legitimate or substantiated cause, the status of 'core casual' will be taken from the employee, immediately that they are advised in writing as to the reasons for the revocation of status.
- (v) An employee shall not regain the status of 'core casual' until their performance is reviewed and they have reached the required level of performance, provided that such review is not carried out less than three months after the revocation.

10. Part-Time Employment

- (a) A part-time employee is one engaged, in writing, to work not less than sixty four ordinary hours, over a period of twenty eight days, and who is not engaged and paid as a casual.
- (b) A part-time employee shall receive the same benefits as those applying to weekly full-time employees under this award but on a pro rata basis.
- (c) A part-time employee can be required to work more than one shift in one day, provided that each work period is not less than four consecutive hours.

11. Fixed Term Employment

Where circumstances require a role to be filled on a short-term basis, weekly employees may be engaged by the Company to meet the identified needs.

- (a) Employees engaged on a fixed-term basis shall be engaged in writing, with their classification, rate of pay and duration of engagement conveyed in a letter of appointment.
- (b) A fixed-term employee engaged for longer than four consecutive weeks shall be paid a pro-rata benefit in relation to Annual Leave at the point of termination.
- (c) In all other aspects a fixed-term employee shall receive pro-rata the entitlements due to a weekly employee under this award.

12. Mixed Engagements

Nothing in this award shall be construed to prevent an employee engaged under a weekly contract of employment from being engaged as a casual employee. In all respects the engagements shall be treated separately.

13. Hours of Work

- (a) The ordinary hours of work shall not be more than an average of thirty eight per week over any twenty eight day period to be worked in shifts of not less than four consecutive hours nor more than:
 - (i) Ten hours for weekly employees
 - (ii) Ten hours for casual employees, with each shift standing alone
- (b) All employees shall be notified by the Company of their working shifts by means of a roster placed in the staff room for each employee's perusal. At least seven days notice shall be given to the employee should any alteration of the working hours be intended, except in the case of emergency, or unforeseen circumstances, such as inclement weather, or where the employee(s) agrees to the alteration.
- (c) Except as otherwise provided, each weekly employee shall have two days off each week if it is reasonably possible to arrange accordingly.
- (d) Full-time and part-time employees will be given ten clear hours off between finishing ordinary hours on one shift and starting ordinary hours of work on the next shift or be paid overtime for all time worked until the employee has had twelve clear hours off.

14. Overtime

- (a) All work performed in excess of the hours prescribed in subclause (a) of Clause 13, Hours Of Work, shall be paid overtime
- (b) Overtime shall be paid at the rate of:
 - (i) For, all weekly engaged employees, time and a half for the first two hours and double time thereafter on a daily basis, calculated on their ordinary rate of pay.
 - (ii) For, all casual employees, at the rate of time and a half for the first two hours and thence double time thereafter, calculated on a daily basis and to the nearest quarter of an hour, and based on their casual hourly rate
- (c) An employee may be required to work a reasonable amount of overtime by the Company and such employee shall work overtime in accordance with such requirement
- (d) When overtime work is necessary it shall, wherever reasonably practicable, be arranged that employees have at least ten consecutive hours off duty between work on successive days. An employee (other than a casual employee) who works so much overtime between the termination of work on one day and the commencement of ordinary work hours on the next day, and that employee has not had at least ten

consecutive hours off duty between those times, shall be released after the completion of such overtime until ten consecutive hours off duty has been allowed without loss of pay for ordinary working time occurring during such absence.

When such a break is not granted by the Company, the employee shall be paid double time for all time worked until the appropriate break is granted.

- (e) The Company and the employee may agree to compensate for the working of overtime by allowing an equivalent amount of time off without penalty for actual time worked. The taking of such time shall be at a time requested by the employee and acceptable to the Company. Such arrangements shall be indicated in the time and wages records.

15. Public Holidays

- (a) New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Birthday of the Sovereign, Christmas Day, Boxing Day and any other day gazetted as public holidays shall be public holidays for the purposes of this clause. The Company acknowledges and agrees that where a weekly employee works, they may substitute the abovementioned holidays for another day off, by agreement between the Company and the employee, to be taken within one month of the said holiday or adjacent to a period of annual leave.
- (b) Where a weekly employee is absent from employment on the working day (or part thereof) before, or the working day (or part thereof) after a public holiday (or group of public holidays) without reasonable cause, onus of proof of which will lie with the employee, the employee shall not be entitled to payment for the holiday(s) succeeding or preceding the absence.
- (c) Weekly employees, for all work performed on a public holiday shall be paid double the ordinary hourly rate, with a minimum payment as for four hours.
- (d) All employees rostered to work on Christmas Day, or for a shift commencing on 31st December and finishing in the a.m. on 1st January, shall receive an attendance bonus of \$75.00, paid subject to the following provisos:
 - (i) The bonus shall be in addition to all other payments arising from the application of the provisions of this award.
 - (ii) Shall not be used for the calculation of any other entitlements arising from this award.
 - (iii) Shall not be adjusted during the currency of this award, nor used by any party as a precedent in regard to any other day or days gazetted as Public Holidays.

16. Higher Duties

An employee, other than a Level One operative, transferred to work in a classification that provides a rate of pay higher than the employee's own ordinary rate shall be paid at such higher rate during the period of transfer, such payment to continue for a minimum period of one hour.

17. Meal Breaks

- (a) Meal breaks shall be not less than thirty minutes and not more than one hour.
- (b) Such breaks are to be commenced not earlier than four hours after commencing work.
- (c) If an employee is required to work during the time when a meal break should have been allowed pursuant to this clause they shall be paid for such time at the appropriate overtime rate and the meal break shall be postponed to another mutually convenient time.
- (d) No part of the time taken as a meal interval shall be counted as part of the ordinary hours of work.

- (e) Where practicable a paid tea break may be allowed and taken at least once in every work period of greater than six hours duration. Provided that the taking of such break(s) shall be subject to the workload of the Park.
- (f) Where an employee, including a casual employee, is required to work a shift, of a duration greater than ten hours, they shall be granted, in addition to other breaks arising from the application of this clause, a paid break of thirty minutes, to be taken between eight and a half, and ten and a half hours after the commencement of that particular shift.
- (g) Where the employee elects to work through the period when the break referred to in subclause (f) above, should be taken if requested by the employee's immediate supervisor, they shall be paid the appropriate overtime rate for such time.

18. Sick Leave

A weekly employee with not less than three months' continuous service with the Company who, by reason of personal ill-health' is unable to attend for duty shall be entitled to ordinary rates of pay for the actual time of such non-attendance, subject to the following conditions and limitations.

- (a) The employee shall not be entitled to paid leave of absence for a period in respect of which the employee is entitled to compensation under the *Workplace Injury Management and Workers' Compensation Act 1998*.
- (b) The employee wherever possible shall, prior to the commencement of such absence, inform the Company's authorised representative of the employee's inability to attend for duty and, as far as practicable, stating the nature of the injury or illness and the estimated duration of absence.
- (c) The employee shall provide, after three consecutive days absence, to the satisfaction of the Company, a medical certificate or such other evidence as may be acceptable to the Company, that he/she was unable, on account of illness or injury, to attend for duty on the day or days for which sick leave is claimed.
- (d) An employee shall be entitled to the paid sick leave according to the following scale:
 - (i) During the first year of service - 38 hours.
 - (ii) During the second and subsequent years of service - 60.8 hours.

Provided that the sick leave entitlement under this clause may be accumulated, subject to continuous employment, for a maximum of 220.4 hours in addition to the current year's entitlement.

19. Personal/Carer's Leave

- (a) Use of Sick Leave -
 - (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (2) of paragraph (iii), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in Clause 18, Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
 - (ii) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
 - (iii) The entitlement to use Sick Leave in accordance with this subclause is subject to:
 - (1) the employee being responsible for the care and support of the person concerned; and

(2) the person concerned being:

- (A) a spouse of the employee; or
- (B) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (C) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial), parent (including foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (E) a relative of the employee who is a member of the same household, where for the purposes of this paragraph;

‘relative’ means a person related by blood, marriage or affinity:

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

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

- (iv) An employee shall, wherever practicable, give the Company notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reason 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 Company by telephone of such absence at the first opportunity on the day of absence.

(b) Unpaid leave for family purpose -

- (i) An employee may elect, with the consent of the Company, to take unpaid leave for the purpose of providing care and support to a class of person set out in sub-paragraph (2) of paragraph (iii) of sub-clause (a) who is ill.

(c) Annual Leave -

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

(d) Time off in lieu of payment for Overtime -

- (i) An employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the Company within twelve months of the said election.
- (ii) 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.
- (iii) If having elected to take time as leave in accordance with paragraph (i) of this subclause, leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the twelve month period or on termination.
- (iv) Where no election is made in accordance with the said paragraph (i), the employee shall be paid overtime rates in accordance with the award.

(e) Make-up Time -

- (i) An employee may elect, with the consent of the Company, 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.
- (ii) An employee on shift work may elect, with the consent of the Company, to work 'make-up time' (under which the employee takes time off ordinary hours and works those hours at a later time).

(f)

- (i) An employee, other than a casual employee, shall be entitled to up to two days compassionate leave without deduction of pay, on each occasion of the death of a person within Australia as prescribed in paragraph (iii) of this subclause. Where the death of a person as prescribed by the said paragraph (iii) occurs outside Australia, the employee shall be entitled to three days compassionate leave where the employee travels outside Australia to attend the funeral. Provided that an unpaid leave of absence authorised by the Company, taken in conjunction with such leave, shall not affect the employee's continuity of service.
- (ii) The employee must notify the Company as soon as practicable of the intention to take compassionate leave and will provide to the satisfaction of the Company proof of death.
- (iii) Compassionate leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (2) of paragraph (iii) of subclause (a) of this clause, provided that, for the purposes of compassionate leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to compassionate leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Compassionate leave may be taken in conjunction with other leave available under subclauses (b), (c), (d) and (e) of this clause. In determining such a request, the Company will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

20. Jury Service

- (a) A weekly employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages they would have received in respect of the ordinary rate they would have worked had they not been on jury service.
- (b) An employee shall notify the employer as soon as possible of the date upon which he/she is required to attend for jury service. Also, the employee shall give the Company proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

21. Annual Leave

See *Annual Holidays Act 1944*. Reference should also be made to subclause (a)(ii) of Clause 9 Casual Employment.

22. First Aid

- (a) A full time employee appointed by the Company as a First Aid Supervisor to perform, in addition to their regular functions, first-aid duties and holding a first-aid certificate shall be paid an additional amount of \$25.00 per week or a pro-rata amount per engagement for part-time and casual employees.
- (b) Such an appointed employee shall be responsible for rendering first-aid to the best of their abilities and shall be responsible for ensuring that all first-aid kits distributed around the Park, to provide for the needs of the Company's Workforce, are stocked at all times in accordance with regulations made under Occupational Health and Safety Legislation covering the Park's operation.
- (c) An appropriate number of qualified employees shall be appointed as first -aid assistants, to provide first-aid services in the absence of the First-Aid Supervisor.

In addition to their ordinary rates they shall be paid an additional \$3.00 per shift when they are rostered to be available to attend first-aid requirements.

- (d) The Company undertakes that the name and location of First-Aid providers will be posted for each roster period.

23. Injury and Incident Reporting

- (a) All injuries or illnesses no matter how minor shall be immediately reported to a Supervisor.

The Supervisor and or First Aid Attendant, (being either a First Aid Assistant or the First Aid Supervisor) after providing appropriate treatment, shall ensure that the injury or illness is recorded on a Company Injury /Incident Form as soon as is practicable after an injury has been sustained.

- (b) An injured or ill employee must advise management before they leave the Park.
- (c) Employees involved in, or aware of, an incident that has taken place in the Park (such as injury to any person, or damage to property or equipment) must take all reasonably practicable steps to report it to their Supervisor and/ or Manager immediately.

24. Uniforms and Protective Clothing

- (a) The Company shall provide, where applicable, a Park Uniform excluding footwear. Park Uniforms shall remain the property of the Company and shall be returned on the termination of an employee's employment. The Company shall clean and maintain all items of clothing issued to staff.
- (b) The Company shall issue to employees, on an as required basis, all protective clothing requirements, including adequate wet weather gear.

25. Alcohol and Drugs

No employee shall be allowed to enter the Park or work if the person is under the influence of alcohol or any other substance that impairs the person's work performance or creates an unsafe working environment. Failure to comply with this condition of employment will lead to disciplinary proceedings being commenced under the provisions of this award.

26. Breakages and Till Shortages

- (a) The Company shall not charge any sum against, nor deduct any sum from the wage of any employee in respect of breakages of plant and equipment (including glasses, crockery or utensils) except in the case of proven wilful misconduct.
- (b) The Company shall not deduct money from any employee's pay for till shortages except in the case of proven fraudulent misconduct by the employee.

27. Superannuation

- (a) The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee Charge Act 1993*, the *Superannuation Industry (Supervision) Act 1993*, the *Superannuation (Resolution of Complaints) Act 1993* and Section 124 of the *Industrial Relations Act 1996* (N.S.W). This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (b) Occupational Superannuation entitlements falling due to employees of Luna Park Services Pty Ltd, subject to the requirements of the appropriate legislation, engaged under the provisions of this award shall be paid into a fund nominated by the Company.
- (c) All employees engaged under this award shall be appraised of the administrative arrangements relating to Occupational Superannuation prior to the commencement of their employment.

28. Payment of Wages and Related Records

- (a) All wages due to an employee will be paid by close of business on the designated pay day each fortnight, into an account designated by the employee, by the means of electronic funds transfer.
- (b) The particulars of wages to be supplied to employees shall coincide with the requirements of Section 123 of the N.S.W *Industrial Relations Act 1996*.
- (c) Time and pay sheets will be kept in a fashion that meets the requirements of Section 129 of the N.S.W *Industrial Relations Act 1996*.

29. Anti-Discrimination

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

30. Suspension and Investigation of Serious Misconduct

- (a) Prior to dismissal of any employee the Company shall undertake a full and fair investigation into any alleged acts of serious or gross misconduct.
- (b) Any employee under investigation for allegations of serious or gross misconduct may, at the Company's sole discretion, be suspended on their ordinary rate of pay (according to their projected rostered hours) while the investigation takes place. In these circumstances, the employee will be given a minimum of forty-eight (48) hours, unless otherwise agreed between the parties, to prepare their response to the allegation.
- (c) Any employee under investigation would be advised by a representative of the Company as to the nature of the investigation and details of the alleged misconduct prior to their suspension and before an investigation period commences.
- (d) An employee will have the right to seek representation and assistance that the employee deems appropriate in order to prepare and present their response to the allegations.
- (e) The details of any investigation or suspension will remain confidential between the parties and their representatives at all times. Provided that in special circumstances the parties may agree to the release of a statement relating to these circumstances.
- (f) If the allegations are proved to the satisfaction of the Company and the employee's employment is subsequently terminated, the termination will be effected from the date of suspension and all entitlements to wages, accrued leave, etc, will be effected as at that date.
- (g) If the allegations are not proved to the satisfaction of the Company, the employee will remain in employment and will receive full payment, according to the projected roster, for the period of the employee's suspension.
- (h) Nothing in this clause will derogate the right of an employee to seek redress through the New South Wales Industrial Relations Commission, in the case of a termination of employment.

31. Grievance and Dispute Settlement Procedure.

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

- (a) The employee is required to notify (in writing or otherwise) their immediate supervisor as to the substance of the grievance, requesting a meeting with that person for bilateral discussions and state the remedy sought. This meeting shall take place within two working days of the issue arising (weekends and holidays excepted).
- (b) If agreement is not reached, the matter shall then be referred by the supervisor to a higher authority within the Company, not later than three working days after (a) above (weekends and holidays excepted). At the conclusion of the discussion, the Company's Representative must provide a response to the employee's grievance if the matter has not been resolved, including reasons (in writing or otherwise) for not implementing any proposed remedy.
- (c) If the matter is still not settled within a reasonable period of time, it may be referred/notified to the Industrial Relations Commission of New South Wales for settlement by either party.
- (d) While these procedures are being followed, normal work must continue.
- (e) Each party may choose to be represented at each step of these proceedings by an individual or organization of their choice.
- (f) All new employees shall be appraised by the Company of their rights and obligations under these procedures at the point of staff induction.

32. Right of Entry of Union Representatives, Duties and Rights of Union Delegates, Deduction of Union Dues

The Company undertakes to observe the following arrangements in regard to union representation and union delegates.

Union Representatives

1. Authorised representatives of the union shall have access to employees covered by this award subject to the following limitations:
 - (a) They shall not interfere with the operation of the Park or its employees usual work performance.
 - (b) They shall advise the Company's nominated officer in advance of their intention to visit the Park, the nature of their business, and whom they wish to interview.
 - (c) Interviews of staff or meetings of members shall take place, no less than thirty minutes prior to the announced opening time of the Park's operations, nor other than during meal break periods of the employee/s concerned.
 - (d) That no action is inconsistent with the stated intention of the parties to this award to conduct industrial relations in a harmonious fashion.

Delegates

2. The Company shall acknowledge the right of the union's accredited delegates to conduct legitimate union business during operational time, and shall do whatever is practicable to achieve the continuance of harmonious industrial relations within the Park, through co-operation with accredited delegates.
3. Management shall provide a notice board in an area convenient to either staff changing facilities or rest rooms, for the purpose of the union posting notices and a copy of this award, and all variations.
4. Union Representatives or accredited delegates, shall be offered the opportunity to address induction sessions for new employees to explain the application of this award and the services offered by the union to members.

Union Dues

The Company shall, upon receiving a written and signed authorisation by an employee, for the deduction of Union Dues, as determined from time to time by the Australian Workers Union, deduct the appropriate sums and forward them to the Union on a monthly basis, together with a reconciliation of all deductions made in regard to such authorisation.

33. Training

The parties will co-operate in ensuring that appropriate training necessary for the efficient and safe operation of the Park is available. The parties agree to co-operate in encouraging employees to avail themselves of the benefits of such training.

The parties shall develop appropriate training programs to facilitate skill enhancement based on the following procedures:

- (a) Training shall comply with the criteria and guidelines established by the Company.
- (b) Training may be undertaken either on or off the job; training authorised by the Company and undertaken by way of external courses, will be paid for by the Company.
- (c) Where authorised training is undertaken either on or off the job, during ordinary hours of work, the employee will not suffer any loss of ordinary pay.

34. General Conditions

- (a) The Company will provide a meal room facility, away from the public areas, with boiling water or purified water at meal hours for all employees.
- (b) The Company will provide separate male and female change-room and toilet facilities for the exclusive use of staff.

35. Adjustment of Rates

- (a) The base hourly rates contained in Table One of Part B, shall be adjusted on the first full pay periods commencing on or after 1st March 2005, and 1st March 2006.
- (b) The base hourly rates adjustments referred to in (a) shall be the higher of the following, rounded off to the nearest ten cents per hour:
 - (i) In regard to the 1st March 2005, an increase of three percent; or
 - (ii) Where a decision of the Full-bench of the New South Wales Industrial Relations Commission in the State Wage Case, in the twelve months preceding 1st March 2005, determines a general wage increase higher than either a flat weekly amount greater than three percent of the Base Hourly Rate relating to skill level one; or conversely, in relation to a percentage increase, higher than three per cent, such higher increase shall be applied to the rates of all skill levels; and
 - (iii) In regard to the 1st March 2006, an increase of four percent, on the adjusted rates applying to each skill level; or
 - (iv) Where a decision of the Full-bench of the New South Wales Industrial Relations Commission in the State Wage Case, in the twelve months preceding 1st March 2006, determines a general increase higher than either a flat weekly amount greater than four percent of the base hourly rate relating to skill level one; or conversely in regard to a percentage increase, higher than four per cent, such higher adjustment be applied to the rates of all skill levels.
- (c) In applying flat dollar outcomes, of the State Wage Case Decisions to level one, the base hourly rates shall be multiplied by 38 and the Wage Case Decision amount added, with the outcome being in turn re-divided by 38 and rounded off to gain the new rate.
- (d) All other allowances are to be, unless otherwise specified in this award, adjusted in line with the strict requirements of the State Wage Case Decisions.

36. Bonus Payments - Weekly Employees

In recognition of the unique operational requirements of Luna Park Sydney, particularly in relation to the need to roster team members to work at weekends, on some Public Holidays, and in relation to late finishing shifts, and further, to reward staff loyalty, the following additional entitlement will apply to weekly staff engaged under this award.

- (a) Upon the anniversary of a weekly employee's employment, and in each year thereafter, they shall be entitled to an additional payment on the following conditions:
 - (i) The additional payment will be calculated on the average number of ordinary hours worked during the previous four or the previous fifty two weeks, whichever is the greater.
 - (ii) That the additional payment not exceed an amount equal to thirty eight ordinary hours pay, at the employee's rate at the date of entitlement.
 - (iii) The additional payment, subject to subclause (b) below, shall be made at the conclusion of the pay period subsequent to the anniversary date.

- (iv) No casual employment arising from the application of this award shall be used in the calculation of entitlements arising from this clause.
- (b) The additional payment referred to in (a), may be, at the choosing of the employee, held for a period of up to twenty six weeks, and be used to take as additional time off without loss of pay, concurrently with periods of annual leave.

PART B

MONETARY HOURLY RATES

Table One - Hourly Rates

Skill Level	Base Hourly Rate \$	Weekly Loaded Rate 10% \$	Casual Rate. 25% Loading \$	Core Casual Rate 32.5% Loading \$
Level One	11.40	12.50	14.50	15.10
Level Two	12.00	13.20	15.00	15.90
Level Three	13.20	14.50	16.50	17.50
Level Four	16.20	17.80	20.30	21.50
Level Five	18.20	20.00	*N/A	N/A

Table Two - Junior Hourly Rates

Age.	Percentage Of Level One Rate	Weekly Loaded Rate 10%	Casual Rate.	Core Rate.
16 Years and Under	55%	\$6.30	\$7.80	N/A
17 Years	65%	\$8.20	\$9.30	N/A
18 Years	75%	\$9.40	\$10.70	N/A
19 Years	85% of relevant skills level	As appropriate	" "	" "
20 Years	100% of relevant rate	As appropriate	" "	" "

* Not applicable.

E. A. R. BISHOP, Commissioner.

Printed by the authority of the Industrial Registrar.

(1129)

SERIAL C2908**PARLIAMENTARY REPORTING STAFF (SALARIES) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 1778 of 2004)

Before The Honourable Mr Deputy President Harrison

22 June 2004

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

Clause No.	Subject Matter
1.	Arrangement
2.	Area, Incidence and Duration
3.	Classifications and Salaries
4.	All Incidence of Employment Allowance
5.	Hours of Work and Overtime
6.	Leave Entitlements
7.	Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of other Leave Entitlements.
8.	Saving of Rights
9.	No Extra Claims
10.	Anti Discrimination
11.	Dispute Avoidance and Settling Procedures

APPENDIX A**PART B****MONETARY RATES**

Table 1 - Salaries

Table 2 - All Incidence of Employment Allowance

2. Area, Incidence and Duration

- (a) This award applies to all officers of the Parliamentary Reporting Services Department employed in classifications determined in this award under clause 3 Classifications and Salaries.
- (b) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Parliamentary Reporting Staff (Salaries 2001) Award published 25 May 2001 (324 IG 1228) and all variations thereof, save for subclause (b) of clause 2, Area, Incidence and Duration of the said award.
- (c) The changes made to the award pursuant to Section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 IG 359) take effect on and from 22 June 2004

3. Classification and Salaries

- (a) The classification of positions covered by this award are specified in Table 1 - Salaries of Part B Monetary Rates.
- (b) The minimum salary for employees shall be as set out in Table 1 - Salaries, of Part B, Monetary Rates.
- (c) The payment of increments under the scale of salaries specified in Table 1 shall be subject to satisfactory performance and the approval of the Editor of Debates.

4. All Incidence of Employment Allowance

In addition to the salary rates prescribed in clause 3 Classifications and salaries, employees shall be paid an all incidence of employment allowance as set out in Table 2 - All Incidence of Employment Allowance of Part B Monetary Rates. This allowance is in respect of all incidents of employment in recognition of the special features of Hansard work notably the long hours worked in sitting periods, the level of skills required to be exercised under sometimes extreme difficulties and the stress and pressure placed on the Hansard staff during sitting periods through the requirements of the Parliament. The allowance is to be treated as salary for all purposes. Hansard staff shall, in non-sitting periods, be required to attend for duty each day unless on approved leave or deemed not required at the discretion of the Editor of Debates.

5. Hours of Work

- (a) The working hours of staff and the manner of their recording, shall be as determined from time to time by the Editor of Debates.
- (b) Reporting staff shall, in non-sitting periods, be required to attend for duty each day unless on approved leave or deemed not required at the discretion of the Editor of Debates.
- (c) The Editor of Debates may require a staff member to perform extended hours of duty associated with the sittings of the Houses of Parliament and their Committees, but only if it is reasonable for the staff member to be required to do so. In determining what is reasonable, the staff member's prior commitments outside the workplace, particularly the staff member's family responsibilities, community obligations or study arrangements shall be taken into account. Consideration shall be given also to the urgency of the work required to be performed during extended periods of work, the impact on the operational commitments of the organisation and the effect on client services.
- (d) The Editor of Debates shall ensure that all staff members employed in the department are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

6. Leave Entitlements

- (a) Annual Leave - Reporting staff shall accrue 30 days annual leave each 12 months of service.

- (b) All leave entitlements for Reporting Staff will be administered in accordance with the policies of the New South Wales Parliament.
- (c) All Reporting Staff working under job-share arrangements are eligible to the leave entitlements which will accrue on a pro-rata basis.
- (d) An amount of leave may be taken, on or pro-rata basis, within the first 12 months of service and during each 12 months of service thereafter, where a sufficient amount of leave has been accrued up to the date upon which the leave is to be taken.

7. Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of Other Leave Entitlements

7.1 Definitions

The definition of "family" and "relative" for these purposes is the same as that provided in the Standard Clause of the State Personal/Carer's Leave Case (30 August 1996). The person who needs the employee's care and support is referred to as the "person concerned" and is:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - 1. 'relative' means a person related to blood, marriage or affinity;
 - 2. 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. 'household' means a family group living in the same domestic dwelling.

7.2 Family and Community Service Leave - general

- (a) The Editor of Debates may grant family and community service leave to an employee:
 - (1) for reasons related to the family responsibilities of the employee, or
 - (2) for reasons related to the performance of community service by the employee, or
 - (3) in a case of pressing necessity.
- (b) Family and Community Service Leave replaces Short Leave.

- (c) An employee is not to be granted family and community service leave for attendance at court to answer a criminal charge, unless the Editor of Debates approves the grant of leave in the particular case.

7.3 Family and Community Service Leave - entitlement.

- (a) The maximum amount of family and community service leave on full pay that may be granted to an employee is:
 - (1) 2.5 working days during the first year of service and 5 working days in any period of 2 years after the first year of service, or
 - (2) 1 working day for each year of service after 2 years' continuous service, minus any period of family and community service leave already taken by the employee,

whichever is the greater period.
- (b) Family and Community Service Leave is available to part-time employees on a pro rata basis, based on the number of hours worked.
- (c) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discreet, 'per occasion' basis to an employee on the death of a person as defined in Clause 7.1 Definitions above.

7.4 Use of Sick Leave to Care for a Sick Dependant - general

When family and community service leave, as outlined in subclause 7.3 above, is exhausted, the sick leave provisions under subclause 7.5 may be used by an employee to care for a sick dependant.

7.5 Use of sick leave to care for a sick dependant - entitlement

- (a) The entitlement to use sick leave in accordance with this clause is subject to:
 - (i) the employee being responsible for the care and support of the person concerned, and
 - (ii) the person concerned being as defined in subclause 7.1 Definitions of this clause.
- (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under 7.5 (b) above, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) The Editor of Debates may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in subclause 7.5(c) above.
- (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such to require care by another person.
- (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.

- (g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
- (h) The 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.
- (i) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

7.6 Time Off in Lieu of Payment for Overtime

There is no provision for time off in lieu of overtime as clause 4, All incidence of Employment Allowance replaces payment for overtime with an annual allowance prescribed in this award.

7.7 Use of Make-up Time

- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at a later time, during the spread of ordinary hours, 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 during ordinary hours for family or community service responsibilities and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.

7.8 Use of Other Leave Entitlements

The Editor of Debates may grant an employee other leave entitlements for reasons related to family responsibilities, or community service by, the employee. An employee may elect, with the consent of the employer, to take:

- (a) recreation leave;
- (b) extended leave; and
- (c) leave without pay.

7.9 Grievance and Dispute Handling Process

In the event of any grievance or dispute arising in connection with any part of the provisions of this determination, such a grievance or dispute shall be processed in accordance with the grievance and dispute handling provisions in clause 11 of this award.

8. Saving of Rights

At the time of the making of this award, no employee covered by this award will suffer a reduction in his or her rate of pay or loss or diminution in his or her conditions of employment as a consequence of the making of this award.

9. No Extra Claims

- (a) The pay rates provided in this award arise from the agreement of the parties as contained in the Memorandum of Understanding between the Presiding Officers of the Parliament of New South Wales and the Media Entertainment and Arts Alliance entered into on 12 March 2001.

- (b) The pay rates provided by this Award are premised on the basis that there shall be no new salaries or conditions claims arising from negotiations of productivity and efficiency improvements covered by the Agreement referred to in subclause (a) of this Clause.

10. Anti Discrimination

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

11. Dispute Avoidance and Settling Procedures

While the steps in the procedure are being followed, normal working arrangements are to continue. However, if because of the nature of a grievance or dispute it is not possible to maintain normal working arrangements while the procedure is being followed, the Clerks may authorise alternative working arrangements.

Step 1: The employee(s) should advise their supervisor as to the nature of the grievance or dispute, request a meeting to discuss it and state the remedy sought. Where possible, the grievance or dispute should be given to the supervisor in writing.

The supervisor and employee(s) should meet within three working days of the grievance or dispute being lodged, in an attempt to resolve the matter.

If the grievance or dispute is not resolved, proceed to Step 2.

Step 2: A meeting should be held between the employee(s) and, at their request, a union workplace delegate and the Editor of Debates. This meeting should be held within five working days of the conclusion of Step 1.

If the grievance or dispute is not resolved, proceed to step 3.

Step 3: A meeting should be held between the employee(s) and, at their request, a union workplace delegate and paid union official, and the Editor of Debates and one or both Clerks and/or their representatives. The meeting should be held within five working days of the completion of Step 2.

If the grievance is not resolved at this stage, the Clerks will provide a written response to the employee(s) who lodged the grievance or dispute. The response will give reasons why any proposed remedy has not been agreed to or implemented.

If the grievance or dispute is not resolved, proceed to Step 4.

Step 4: If the parties agree, the grievance or dispute may be referred to an independent mediator or arbitrator. At this stage, both parties have the right to refer the matter to the Industrial Relations Commission of New South Wales.

PART B

MONETARY RATES

Rates effective from the first pay period following the date of effect

Table 1 - Salaries

Classification	Date of Effect 1/7/2003 \$
Reporter	
1st year of service	58,796
2nd year of service	61,159
3rd year of service	64,376
4th year of service	67,040
5th year of service	68,968
Senior Reporter	71,015
Sub Editor	76,502
Senior Sub Editor	81,060
Deputy Editor	86,050

Table 2 - All Incidence of Employment Allowance

	\$
All classifications	11,856

R. W. HARRISON *D.P.*

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(701)

SERIAL C3067

WAREHOUSE EMPLOYEES DRUG (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 1791 of 2004)

Before The Honourable Mr Deputy President Harrison

6 September 2004

REVIEWED AWARD

1. Delete clause 24, State Personal/Carer's Leave Case - August 1996, and clause 33, Proportion of Improvers, of the Arrangement of the award published 25 May 2001 (324 I.G. 1181) and insert in lieu thereof the following:
 24. Personal/Carer's Leave
 33. Proportion of Juniors
2. Delete paragraph (iv) of subclause (b) of clause 4, Contract of Employment, and insert in lieu thereof the following:
 - (iv) If a dispute arises under this subclause, the union(s) shall be notified, where appropriate, and the provisions of clause 41, Grievance and Dispute Resolution Procedures, invoked.
3. Delete paragraph (iv) of subclause (a) of clause 7, Part-time and Casual Employees, and insert in lieu thereof the following:
 - (iv) All other provisions of this award with respect to annual leave, sick leave and holidays, shall apply to part-time employees.
4. Delete paragraph (ii) of subclause (a) of clause 8, Redundancy, and insert in lieu thereof the following:
 - (ii) This clause shall only apply in respect of employers who employ more than 15 employees immediately prior to the termination of employment of employees;
5. Delete subparagraph (2) of paragraph (i) of subclause (b) of the said clause 8 and insert in lieu thereof the following:
 - (2) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employers workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

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

6. Delete paragraph (vi) of subclause (d) of the said clause 8 and insert in lieu thereof the following:
 - (vi) Notice to Centrelink - Where a decision has been made to terminate employees, the employer shall notify Centrelink as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
7. Delete paragraph (vii) of the said subclause (d) and insert in lieu thereof the following:
 - (vii) Centrelink Separation Certificate - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an Employment Separation Certificate in the form required by Centrelink.
8. Delete paragraph (i) of subclause (e) of clause 9, Shift Work, and insert in lieu thereof the following:
 - (i) Employees engaged on morning or afternoon shifts shall be paid the amount in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, in addition to their appropriate rate of pay.
9. Delete subclause (d) of clause 14, Overtime, and insert in lieu thereof the following:
 - (d) Where an employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available, the employer shall provide the employee with a conveyance, or pay the cost of such conveyance, to reach a point where reasonable means of transport are available, or, if no such transport is available, to his or her home.
10. Delete clause 18, Enterprise Arrangements, and insert in lieu thereof the following:

18. Enterprise Arrangements

- (a) See the Enterprise Arrangements Principle of the Wage Fixing Principles.
 - (b) The operative date for an enterprise arrangement shall be no earlier than the date of approval by the Industrial Relations Commission of New South Wales, except that the Industrial Relations Commission of New South Wales may approve an earlier operative date to achieve consistency with the operative date of an enterprise arrangement which has earlier been approved by the Australian Industrial Relations Commission.
 - (c) Where parties to an enterprise arrangement include employees covered by a federal award, an agreement covering those employees may be submitted to the Australian Industrial Relations Commission for approval.
11. Delete subclauses (a) and (b) of clause 20, Holidays, and insert in lieu thereof the following:
 - (a) The days observed as New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, and all days proclaimed as public holidays for the State shall be holidays, provided that any day proclaimed as a holiday for the State for a special purpose but observed throughout the State on different days shall also be a holiday. Employees within a radius of 32.18 kilometres of the Newcastle Post Office shall be allowed off at 12 noon on the day on which the official opening of the Newcastle Show takes place.
 - (b) In addition to the holiday specified in subclause (a) of this clause, one additional holiday (in lieu of Picnic Day) shall apply in each calendar year to an employee on weekly hire. Such holiday shall be on the day prescribed in subclause 7.5.1(b), Public Holidays, of the Metal, Engineering and Associated Industries Award 1998 - Part I, as an additional holiday in New South Wales; provided where any other working day is observed as a picnic day by the general body of employees in any establishment, then such day shall be substituted for the additional holiday hereinbefore prescribed. By agreement between any employer and the majority of his or her

employees another day may be substituted for the additional holiday prescribed by this subclause in such employer's undertaking.

12. Delete the Note to subclause (b) of clause 22, Annual Holidays Loading, and insert in lieu thereof the following:

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

13. Renumber subclause (j) of the said clause 22 to read as subclause (i).
14. Delete the title of clause 24, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:

24. Personal/Carer's Leave

15. Delete paragraph (i) of subclause (a) of the said clause 24 and insert in lieu thereof the following:
- (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (2) of paragraph (iii), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 23, Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
16. Delete subclause (iii) of clause 25, Bereavement Leave, and insert in lieu thereof the following:
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (2) of paragraph (iii) of subclause (a) of clause 24, Personal/Carer's Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
17. Delete subclause (v) of the said clause 25 and insert in lieu thereof the following:
- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (b), (c), (d), (e) and (f) of the said clause 24. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

18. Delete the title of clause 33, Proportion of Improvers, and insert in lieu thereof the following:

33. Proportion of Juniors

19. Delete clause 36, Accommodation, and insert in lieu thereof the following:

36. Accommodation

NOTE: As to welfare facilities for employees, see Occupational Health and Safety Regulation 2001, and regulations thereunder.

20. Delete clause 37, First-aid Chest, and insert in lieu thereof the following:

37. First-Aid Chest

NOTE: As to first-aid chest, see Occupational Health and Safety Regulation 2001, and regulations thereunder.

21. Delete subclause (j) of clause 39, Superannuation, and insert in lieu thereof the following:

- (j) Employee Contributions - Employees employed in the industry who may wish to make contributions to the fund additional to those being paid pursuant to subclause (c), Employer Contributions, of this clause shall be entitled to authorise his or her employer to pay into the fund from the employee's wages, amounts specified by the employee in accordance with the fund trust deed and rules.

22. Insert after clause 44, Area, Incidence and Duration, the following new paragraphs:

The changes made to this award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 6 September 2004.

This award remains in force until varied or rescinded, the period for which it was made already having expired.

R. W. HARRISON *D.P.*

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(665)

SERIAL C3066

**TRANSPORT INDUSTRY - MIXED ENTERPRISES INTERIM (STATE)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 1853 of 2004)

Before The Honourable Mr Deputy President Harrison

6 September 2004

REVIEWED AWARD

1. Delete clauses 14, Youths, and 48, Traineeship, of clause 2, Arrangement, of the award published 23 November 2001 (329 I.G. 748) and insert in lieu thereof the following:
 14. Juniors
 48. Traineeships
2. Delete subclauses 3.22, 3.23 and 3.24 of clause 3, Definitions, and insert in lieu thereof the following:
 - 3.22 Trainee shall mean 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 in the areas of furniture removal and freight forwarding.
 - 3.23 Traineeship means a system of training which has been approved by the Relevant NSW Training Authority.
 - 3.24 Training Contract means a contract entered into for the purpose of establishing a Traineeship under the *Apprenticeship and Traineeship Act* 2001 (NSW).
3. Insert after subclause 3.27 of the said clause 3 the following new subclause:
 - 3.28 Relevant NSW Training Authority means the NSW Department and Training, or successor organisations.
4. Delete subclause 4.3 of clause 4, Anti-Discrimination, and insert in lieu thereof the following:
 - 4.3 Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
5. Delete paragraph 4.4.4 of subclause 4.4 of the said clause 4 insert in lieu thereof the following:
 - 4.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
6. Delete subclause 5.2 of clause 5, Area, Incidence and Duration, and insert in lieu thereof the following:
 - 5.2 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Award made by the

Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 6 September 2004.

7. Delete the words "Class 1A driving license" in paragraph 7.1.2 of subclause 7.1 of clause 7, Wages, and insert in lieu thereof the following:

Class C driving licence

8. Delete subparagraph 7.3.6.2 of paragraph 7.3.6 of subclause 7.3 of the said clause 7 and insert in lieu thereof the following:

7.3.6.2 Where any load is being carried by an articulated vehicle which is equipped with rear-end steering, and a steersperson is engaged in addition to the tractor driver, then both the tractor driver and the steersperson shall be paid, in addition to all other rates payable, the amount as set out in Item 10 of Table 3 whilst so engaged, with a minimum payment of the amount as set out in Item 11 of Table 3. Provided, however, that this payment shall not be in substitution thereof. Provided further that the rates payable under this subclause shall not be taken into account in the calculation of overtime.

9. Delete paragraph 7.3.9 of the said subclause 7.3 and insert in lieu thereof the following:

7.3.9 Employees engaged in the handling or transport of used diapers shall be paid, in addition to the rate specified in Part B for the appropriate classification, the amount as set out in Item 14 of Table 3 in the case of weekly employees, and the amount as set out in Item 15 of Table 3 in the case of casual employees.

10. Delete clause 14, Youths, and insert in lieu thereof the following:

14. Juniors

14.1

- 14.1.1 A junior shall mean a person under the age of 21 years.
- 14.1.2 This clause shall only apply to juniors employed in the capacities encompassed by the classification of Transport Worker Grade One.

14.2

- 14.2.1 Juniors shall not be employed as casual hands unless they receive the adult casual rate.
- 14.2.2 Juniors shall not be employed on shift work except by agreement between the employer and the union.
- 14.2.3 Juniors may be employed in the following proportions to the number of adult drivers, not including casual hands, employed by an employer:

When 5 adult drivers are employed	1 junior may be employed
When 10 adult drivers are employed	2 juniors may be employed
When 20 adult drivers are employed	3 juniors may be employed
When 40 adult drivers are employed	4 juniors may be employed
When 60 adult drivers are employed	5 juniors may be employed
When 80 adult drivers are employed	6 juniors may be employed
When 100 adult drivers are employed	7 juniors may be employed

No employer may employ more than 7 juniors.

- 14.2.4 Any junior employed under conditions not in accordance with those set out in this clause shall receive the same rate of pay prescribed by this award for an adult worker performing the same class of work.
- 14.3
- 14.3.1 Juniors employed under the conditions prescribed in this clause shall be paid, in accordance with their age, a weekly wage calculated as a percentage of the wage specified in Table 1 - Wages (Division A - General Rates), of Part B, Monetary Rates, for the classification of Transport Worker Grade One. Such weekly wage shall be calculated to the nearest 10 cents, any fraction of 10 cents in the result not exceeding 5 cents to be ignored.
- 14.3.2 Juniors employed in the capacity of a Transport Worker Grade One shall be paid a percentage rate as set out in the said Table 1.
- 14.3.3 Juniors employed by members of the Tallow Manufacturers' Association as extra hand on vehicles engaged principally in the collection of butchers' bones, fat, etc., shall be paid a percentage as set out in Table 1.
11. Delete subclause 16.3 of clause 16, Mixed Functions, and insert in lieu thereof the following:
- 16.3 On any day on which an employee covered by this award is engaged for more than two hours in the cartage or distribution within New South Wales of petrol or petroleum products from refineries, terminals or depots of oil companies which are respondents to the Transport Workers' (Oil Distribution) Federal Award, in force from time to time, the employee shall be paid for each such day at the rate of pay prescribed by this award, or the rate of pay prescribed by the Transport Industry - Petroleum, &c., Distribution (State) Award, whichever is the higher rate.
12. Delete the second paragraph of clause 26, General Loadings, and insert in lieu thereof the following:
- Employees of the Roads and Traffic Authority employed in or in connection with maintenance and bridge gangs shall be paid the allowance as provided in subclause (xiii) of clause 3, Wages of the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award published 21 December 1977 as varied from time to time. Provided that such employees will comply with any direction of the employer to perform some minor or ancillary part of their work in labourer areas as provided for in the Agreement made between the Transport Workers' Union of Australia, New South Wales Branch, and the Australian Workers' Union, New South Wales Branch, set out in exhibit 1 of compulsory conference no. 428 of 1983.
13. Delete the words "clause 6 of the Industrial Relations (General) Regulation 1996" in subclause 31.11 of clause 31, Payment of Wages, and insert in lieu thereof the following:
- clause 7 of the Industrial Relations (General) Regulation 2001
14. Delete paragraph 37.1.4 of subclause 37.1 of clause 37, Personal/Carer's Leave, and insert in lieu thereof the following:
- 37.1.4 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.
15. Delete paragraph 37.6.3 of subclause 37.6 of the said clause 37 and insert in lieu thereof the following:
- 37.6.3 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.

16. Delete subparagraph 40.1.1.1 of paragraph 40.1.1 of subclause 40.1 of clause 40, Public Holidays, and insert in lieu thereof the following:
 - 40.1.1.1 The days on which New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day are observed in the areas concerned, together with such other days which may be proclaimed by the Government and which are observed as public holidays for the area covered by this award, shall be recognised as public holidays.
17. Delete subparagraph 40.1.2.2 of paragraph 40.1.2 of the said subclause 40.1 and insert in lieu thereof the following:
 - 40.1.2.2 Any of the other days prescribed in 40.1.1.1 shall be paid at the rate of time and one-half for the actual time worked in addition to the day's pay to which the employee is entitled for those days in accordance with 40.1.1.2.
18. Delete subclause 40.4 of the said clause 40 and insert in lieu thereof the following:
 - 40.4 An employee, other than a casual employee, who, without permission of the employee's employer or without reasonable cause, is absent from duty on the working day immediately preceding or the working day immediately succeeding any public holiday or series of holidays, shall not be entitled to payment for such public holiday or series of public holidays, provided that if an employee is absent as aforesaid on one only of the working days preceding or succeeding a series of public holidays the employee shall lose the holiday pay only for the holiday closest to the day of the employee's absence.
19. Delete paragraph 42.2.2 of subclause 42.2 of clause 42, First Aid, and insert in lieu thereof the following:
 - 42.2.2 be so equipped and maintained as to contain at least the articles and appliances specified in section 20 of the Occupational Health and Safety Regulation 2001;

(Note: The employer shall display a copy of the appropriate Schedule, above referred to, on or adjacent to the First aid Ambulance Chest.)
20. Delete the words "Motor Traffic Act and Regulations" in clause 46, Limitations of Driving Hours, and insert in lieu thereof the following:

Road Transport (Safety and Traffic Management) (Driver Fatigue) Regulation 1999 (NSW)
21. Delete the words "NSW Motor Traffic Act and Regulations" in clause 47, Hoods and Windscreens, and insert in lieu thereof the following:

Road Transport (Safety and Traffic Management) Act 1999 (NSW) and Regulation
22. Delete clause 48, Traineeship (ATS) and insert in lieu thereof the following:

48. Traineeships

48.1 Objective

The parties have concentrated their attention and efforts on achieving a situation which will enhance the prospects of the employment of young persons who otherwise would be unlikely to gain employment and training in the areas of furniture removal and freight forwarding.

An objective of Traineeships is to provide additional employment and training opportunities for young people.

Where possible, Traineeship positions shall be additional to normal staff numbers, provided that existing full-time employees shall not be displaced by trainees.

48.2 Training Conditions

- 48.2.1 A Trainee shall attend an approved on- and off-the-job training course or program prescribed in the relevant Training Contract or as notified to the Trainee by the relevant NSW Training Authority.
- 48.2.2 These conditions shall apply to persons engaged as Trainees undergoing a Traineeship bound by a Training Contract between the employer and the Trainee which has been approved by the relevant NSW Training Authority.
- 48.2.3 The employer shall provide a level of supervision in accordance with the approved training plan during the Traineeship period.

48.3 Employment Conditions

- 48.3.1 The Trainee shall be engaged for a period of 12 months as a full-time employee provided that the Trainee shall be subject to a satisfactory probation period of up to one month.
- 48.3.2 The Trainee is permitted to be absent from work without loss of continuity of employment to attend the off-the-job training in accordance with the Training Contract.
- 48.3.3 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 the award and long service leave entitlements.
- 48.3.4 Overtime shall not be worked by Trainees. When shift work is worked to enable the requirements of the training plan to be affected, the relevant penalties and allowances of the award based on the Trainee wage will apply. No Trainee shall work shift work on their own.
- 48.3.5 All other conditions of the award shall apply except for clause 14, Juniors (other than 14.2.1) and clause 16, Mixed Functions. The parties may apply for a ratio of Trainees to adult employees to be inserted into the award.
- 48.3.6 The union shall be afforded all reasonable access to Trainees in accordance with Chapter 5, Part 7 of the *Industrial Relations Act 1996*.
- 48.3.7 Trainees shall be exempt from action with respect to industrial disputes. However, Trainees shall not perform work which is the subject of an industrial dispute.

48.4 Wages

Trainees employed under the terms and conditions of this clause shall receive weekly rates of pay calculated by using the prescribed percentages of the appropriate award rate and further adjusting by multiplying by a factor of .75 in order to spread weekly payment over the duration of the traineeship as per the following table:

At 20 years of age	90% of appropriate award rate x .75
At 19 years of age	80% of appropriate award rate x .75
At 18 years of age	75% of appropriate award rate x .75
At 17 years of age	70% of appropriate award rate x .75

23. Delete paragraph 55.3.3 of subclause 55.3 of clause 55, Award Modernisation, and insert in lieu thereof the following:

55.3.3 At any stage in the development and/or conduct of enterprise level discussions, the parties may utilise the disputes procedure (clause 50) for assistance in progressing discussions.

R. W. HARRISON *D.P.*

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THE STADIUM AUSTRALIA CONSENT ENTERPRISE (STATE) AWARD 1998

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 1620 of 2004)

Before Mr Deputy President Sams

11 August 2004

REVIEWED AWARD

1. Insert in alphabetical order in clause 3, Arrangement, the following new clause number and subject matter, of the award published 1 October 1999 (310 I.G. 1138).

34. Anti-Discrimination

2. Delete clause 1A. Operation of the Sydney Olympic & Paralympic Games 2000 (State) Award.
3. Delete subclause (b) and (c) of clause 2, Application, and renumber existing clauses accordingly.
4. Delete clause 6 Rates of Pay, and insert in lieu thereof the following:

6. Rates of Pay

- (a) The rates of pay for full-time and part-time employees include 1.3% in lieu of annual leave loading, 33 cents per hour for laundry allowance and have additional amounts added for the following factors:

hours worked in excess of 7 hours and 36 minutes on any one day and/or 76 hours in any one fortnight, except for work undertaken between the hours of midnight and 6.00 a.m.;

all hours worked on a Saturday, Sunday or Public Holiday.

- (b) Rates of pay for casual employees include a loading to compensate for hours worked in excess of 76 in any one fortnight and for work on a Saturday, Sunday or Public Holiday, as well as 33 cents per hour for laundry allowance.
- (c) Rates of pay for casual employees have an additional loading added in lieu of payment for annual leave, sick leave and long service leave.
- (d) Rates of pay will be varied in accordance with any further State Wage Case decision in relation to paid rates awards, which becomes effective during the currency of this award.

In the case of any relevant flat dollar amount, the increase for casual rates will be calculated as follows:

the flat dollar increase for a fortnightly period divided by 76 plus 19 per cent will be added to the casual rates and the total rounded to the nearest 5 cents.

- (e) Rates of pay include all State Wage Case decision components up to and including the State Wage Case 2004.

Wage Rate Schedules

The following rates of pay are applicable to all employees from the first full pay period to commence on or after 27 May 2003.

Skill Level (as defined)	Full-Time Rate Per annum \$	Full-Time Weekly Rate \$	Casual Rate Per hour \$
1	31,484.96	605.48	19.35
2	34,343.92	660.46	21.05
3	38,473.76	739.88	23.55
4	41,800.20	803.85	25.65
5	43,379.96	834.23	N/A

The following rates of pay are applicable to all employees from the first full pay period to commence on or after 4 June 2004.

Skill Level (as defined)	Full-Time Rate Per annum \$	Full-Time Weekly Rate \$	Casual Rate Per hour \$
1	32,472.96	624.48	19.95
2	35,331.92	679.46	21.65
3	39,461.76	758.88	24.15
4	42,788.20	822.85	26.25
5	44,367.96	853.23	N/A

The rates of pay in this award include the adjustments payable under the State Wage Case 2004. 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.
- (f) An employee will only be classified and paid at a higher level of skill if the Company has a vacancy at that level and the employee has attained the necessary skills and has been accredited to a higher level.

The employee will be paid the rate for the accredited classification regardless of the task carried out in the Enterprise. (Please note, the reference to Olympic volunteers has been removed)

- (g) Except as provided in subclause (e) of clause 8, Training, an employee who is required to perform work, for a temporary period, at a higher Skill Level than that which is normally performed will be paid at the appropriate higher wage rate whilst performing such duties, provided that the work so performed extends beyond four hours.

This provision will not apply to casual employees who are to be engaged and paid at the rostered task level.

- (h) In addition to the above rates, the Company will make monthly contributions to the Superannuation Fund of choice for each employee covered by this award, of an amount equal to 9 per cent (or such other percentage or amount as required by applicable statute) of the employee's rate of pay as set out in subclause (e) of this clause.

In administering these activities, all requirements of the Superannuation Guarantee Acts will be met.

- 5. Insert after clause 33, Income Protection Plan, the following new clause:

34. Anti Discrimination

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

In particular, the terms and conditions of employment in a proposed agreement must not unlawfully discriminate, either directly or indirectly, on the grounds of sex, race, marital status, homosexuality, age, disability, transgender identity or responsibilities as a carer.

6. The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 11 August 2004.

This award remains in force until varied or rescinded, the period for which it was made already having expired.

P. J. SAMS *D.P.*

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PROFESSIONAL SURVEYORS (PRIVATE INDUSTRY) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 1779 of 2004)

Before The Honourable Mr Deputy President Harrison

28 July 2004

REVIEWED AWARD

1. Delete clause 16 of subclause 1.2 of clause 1, Title of Contents, of the award published 12 January 2001 (321 I.G. 569) and insert in lieu thereof the following:

16. Personal/Carer's Leave

2. Delete subclause 4.5 of clause 4, Salaries and Classifications, and insert in lieu thereof the following:
- 4.5 The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:

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

3. Delete paragraphs 11.4.6 and 11.4.7 of subclause 11.4 of clause 11, Redundancy, and insert in lieu thereof the following:

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

11.4.7 Centrelink Employment Separation Certificate - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an Employment Separation Certificate in the form required by Centrelink.

4. Delete the title of clause 16, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:

16. Personal/Carer's Leave

5. Delete the reference to State Personal/Carer's Leave Case - August 1996 in subclause 17.3 of clause 17, Bereavement Leave, and insert in lieu thereof the following:

Personal/Carer's Leave

6. Insert after subclause 23.4 of clause 23, Anti-Discrimination and Harassment, the following new subclause:

23.5

(a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation that may prohibit unlawful discrimination on grounds other than those identified in subclause 23.1 above.

(b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

7. Insert the following new paragraph at the end of clause 24, Duration of Award:

The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 28 July 2004.

This award remains in force until varied or rescinded, the period for which it was made already having expired.

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

PART B

MONETARY RATES

Table 1 - Salaries

The minimum weekly salaries payable for the performance of surveying duties shall be:

(a) from the first full pay period commencing on or after 17 August 2004:

Classification	Total Award Rate Per Week (\$)	Hourly Rate (\$)
Group A Graduate Surveyors		
1st Year	632.50	16.64
2nd Year	655.40	17.25
3rd Year	676.20	17.79
4th Year	697.10	18.34
5th Year	717.90	18.89
Registered Surveyors		
1st Year	738.80	19.44
2nd Year	757.70	19.94
3rd Year	776.50	20.43
4th Year	818.20	21.53
Group B Professional Surveyors	860.00	22.63
Group C Professional Surveyors	985.10	25.92

(b) from the first full pay period commencing on or after 17 August 2005:

Classification	Total Award Rate Per Week (\$)	Hourly Rate (\$)
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Group A Graduate Surveyors		
1st Year	651.50	17.14
2nd Year	674.40	17.75
3rd Year	695.20	18.29
4th Year	716.10	18.84
5th Year	736.90	19.39
Registered Surveyors		
1st Year	757.80	19.94
2nd Year	776.70	20.44
3rd Year	795.50	20.93
4th Year	837.20	22.03
Group B Professional Surveyors	879.00	23.13
Group C Professional Surveyors	1004.10	26.42

R. W. HARRISON *D.P.*

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(489)

SERIAL C3001

MOTOR VEHICLE SALESPERSON (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Shop, Distributive and Allied Employees' Association, New South Wales, and another, industrial organisations of employees.

(Nos. IRC 3555 and 3556 of 2004)

Before Commissioner Cambridge

29 June and 11 August 2004

VARIATION

1. Delete clause 5, Arbitrated Safety Net Adjustment, of the award published 3 November 2000 (319 I.G. 1092), and insert in lieu thereof the following:

5. Arbitrated Safety Net Adjustment

The rates of pay in this award include the adjustments payable under the State Wage Case May 2004. These adjustments may be offset against:

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

2. Delete Table 1 - Adult Wages, of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1 - Adult Wages

Group	Classification	Total rate \$
1	Motor Vehicle Salesperson	561.20
2	Probationary Salesperson	527.50

3. Delete Items 1 and 8 - Table 2 - Other Rates and Allowances and insert thereof the following:

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	3(A)(ii)	Exhibitions (Royal Easter Show, etc)	16.51 per night
8	13	Sunday Loading: (a) if more than half a day is worked (b) if half a day or less is worked	112.16 56.08

4. Delete Table 3 - Training Wage - Skill level A and delete Table 4 - Training Wage - Skill Level B and insert in lieu thereof the following:

Table 3 - Training Wage - Skill Level A

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

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	168.00 (50%)* 196.00 (33%)	209.00 (33%) 235.00 (25%)	284.00
Plus 1 year out of school	235.00	284.00	330.00
Plus 2 years	284.00	330.00	384.00

Plus 3 years	330.00	384.00	439.00
Plus 4 years	384.00	439.00	
Plus 5 years or more	439.00		

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

Table 4 - Training Wage - 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	168.00 (50%)* 196.00 (33%)	209.00 (33%) 235.00 (25%)	274.00
Plus 1 year out of school	235.00	274.00	315.00
Plus 2 years	274.00	315.00	370.00
Plus 3 years	315.00	370.00	421.00
Plus 4 years	370.00	421.00	
Plus 5 years or more	421.00		

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

5. This variation shall take effect from the first full pay period commencing on or after 24 August 2004.

I. W. CAMBRIDGE, Commissioner.

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(575)

SERIAL C2862

REFRACTORY INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 3490 of 2004)

Before The Honourable Justice Kavanagh

30 June 2004

VARIATION

1. Delete clause 5, State Wage Case Adjustments, of the award published 5 October 2001 (328 I.G. 383) and insert in lieu thereof the following:

5. State Wage Case Adjustments

The rates of pay in this award include the adjustment payable under the State Wage Case 2004. This increase may be offset against:

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

State Wage Case	Increase \$	Allowances %
May 2000	15.00	3.1
May 2001	13.00	3.0
May 2002	18.00	3.5
May 2003	17.00	3.2
June 2004	19.00	3.5

2. Delete Table 1 - Wages and Table 2 - Other Rates and Allowances appearing in Monetary Rates and insert in lieu thereof the following:

Table 1 - Wage Rates

Classification	Award rate per week \$	Safety net adjustment \$	Total per week \$
Basic Entry Level	448.80	19.00	467.80
Level 1	467.10	19.00	486.10
Level 2	478.30	19.00	497.30
Level 3	490.50	19.00	509.50
Level 4	508.00	19.00	527.00

Table 2 - Other Rates And Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	9.3	Industry Allowance	19.00 per week
2	11.2	Leading Hand	32.40 per week
3	16.4	Meal Allowance	7.90 then 6.70 for each subsequent meal
4	18.1(a)	Shift allowance - rotating day-afternoon, day-	7.10 per shift

		night, day-afternoon-night shift	
5	18.1(b)	Shift allowance - rotating afternoon-night shift	10.60 per shift
6	18.1(c)	Shift allowance - permanent night shift	20.90 per shift
8	37	First Aid Allowance	1.90 per day

3. This variation shall take effect from the first full pay period commencing on or after 17 July 2004.

T. M. KAVANAGH *J.*

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(697)

SERIAL C3000

VEHICLE INDUSTRY - REPAIR SERVICES AND RETAIL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 3577 and 3578 of 2004)

Before Commissioner Cambridge

29 June and 11 August 2004

VARIATION

1. Delete subclause (b) of clause 6, Wage Rates of the award published 22 November 2002 (337 I.G. 65), and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
 - (i) any equivalent overaward payments; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Wages - Adult Weekly Employees**

Wage Group Level	Total Rate per week \$
1	467.40
2	484.10
3	527.50
4	543.30

Table 2- Wages - Junior Weekly Employees

Classification	Percentage	Rate per Week \$
Group B	(Percentage of Level 1)	
Under 17 years	47.5	222.00
At 17 years	50	233.70
At 18 years	62.5	292.15
At 19 years	75	350.55
At 20 years and over	87.5	409.00

Group A	(Percentage of Level 3)	
Under 17 years	47.5	250.55
At 17 years	50	263.75
At 18 years	62.5	329.70
At 19 years	75	395.65
At 20 years and over	87.5	461.55

Table 3 - Wages - Casual Driveway Attendants

Classification	Percentage	Rate per hour \$
Rate 1 - Monday to Friday -		

Under 18 years	50	7.80
At 18 years	62.5	9.74
At 19 years	75	11.69
At 20 years and over	100	15.59
Rate 2 - Saturday, Sunday and Public Holiday -		
Under 18 years	50	10.04
At 18 years	62.5	12.55
At 19 years	75	15.06
At 20 years and over	100	20.08
Rate 3 - Overtime -		
Under 18 years	50	4.21
At 18 years	62.5	5.26
At 19 years	75	6.31
At 20 years and over	100	8.41
Rate 4 - Console Allowance		
Under 18 years	50	0.29
At 18 years	62.5	0.29
At 19 years	75	0.28
At 20 years and over	100	0.28

Table 4 - Wages - Casual Console Operators

Classification	Percentage	Rate per hour \$
Rate 1 - Monday to Friday -		
Under 18 years	50	8.76
At 18 years	62.5	10.94
At 19 years	75	13.13
At 20 years and over	100	17.51
Rate 2 - Saturday, Sunday and Public Holiday -		
Under 18 years	50	11.25
At 18 years	62.5	14.06
At 19 years	75	16.87
At 20 years and over	100	22.49
Rate 3 - Overtime -		
Under 18 years	50	4.82
At 18 years	62.5	6.03
At 19 years	75	7.23
At 20 years and over	100	9.64

Table 5 - Wages - Training - Skill Level A

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

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	168.00 (50%)* 196.00 (33%)	209.00 (33%) 235.00 (25%)	284.00
Plus 1 year out of school	235.00	284.00	330.00
Plus 2 years	284.00	330.00	384.00
Plus 3 years	330.00	384.00	439.00

Plus 4 years	384.00	439.00	
Plus 5 years or more	439.00		

Table 6 - Wages - Training - Skill Level B

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

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	168.00 (50%)* 196.00 (33%)	209.00 (33%) 235.00 (25%)	274.00
Plus 1 year out of school	235.00	274.00	315.00
Plus 2 years	274.00	315.00	370.00
Plus 3 years	315.00	370.00	421.00
Plus 4 years	370.00	421.00	
Plus 5 years or more	421.00		

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

Table 7 - Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	6(1)(c)	Console Allowance	8.65 per week
2	6(1)(d)	Leading Hand Allowance - In charge of - 3 to 10 employees 11 to 20 employees 21 or more employees	24.35 per week 36.70 per week 46.65 per week
3	10(a)	Confined spaces	0.54 per hour
4	10(b)(i)	Dirty work	0.42 per hour
5	10(b)(ii)	Dirty work - minimum payment any day/shift	1.66 day/shift
6	10(c)(i)(1)	Hot places - 46 - 54 degrees Celsius	0.42 per hour
7	10(c)(i)(2)	Hot places - in excess of 54 degrees Celsius	0.54 per hour
8	10(d)	Livestock transports - working on stock compartments	0.42 per hour
9	10(e)	First Aid Qualifications	11.20 per week
10	10(g)	Handling glass or slagwool	0.54 per hour

Table 8 - Hourly Rates for Trainees Who Have Left School

	Year 10 \$	Year 11 \$	Year 12 \$
Skill Level A			
School leaver	7.07	7.73	9.34
Plus 1 year after leaving school	7.73	9.34	10.86
Plus 2 years	9.34	10.86	12.63
Plus 3 years	10.86	12.63	14.44
Plus 4 years	12.63	14.44	
Plus 5 years or more	14.44		
Skill Level B			
School leaver	7.07	7.73	9.01
Plus 1 year after leaving school	7.73	9.01	10.36

Plus 2 years	9.01	10.36	12.17
Plus 3 years	10.36	12.17	13.85
Plus 4 years	12.17	13.85	
Plus 5 years or more	13.85		

3. This variation shall take effect from the first pay period commencing on or after 4 July 2004.

I. W. CAMBRIDGE, Commissioner.

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(849)

SERIAL C2997

AUSTRALIA MEAT HOLDINGS PTY LIMITED CAROONA FEEDLOT (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3794 of 2004)

Before The Honourable Justice Kavanagh

13 July 2004

VARIATION

1. Delete subclause 12.2 of clause 12, Wages, of Part 4 - Wages and Related Matters, of the award published 30 June 2000 (316 I.G. 1022), and insert in lieu thereof the following:
 - 12.2 The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
 - 12.2.1 any equivalent overaward payments; and/or
 - 12.2.2 award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 - Wages and Table 2 - Other Rates and Allowances of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1 - Wages

Classification	SWC 2003 Amount \$	SWC 2004 Adjustment \$	SWC 2004 Amount \$
Feedlot Attendant Grade 1	448.40	19.00	467.40
Feedlot Attendant Grade 2	470.40	19.00	489.40
Feedlot Attendant Grade 3	495.50	19.00	514.50

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	SWC 2003 Amount \$	SWC 2004 Amount \$
1	13.1	Leading Hand	23.25	24.05
2	18.5	Meal Allowance	8.40	8.70
3	13.2	Employee required to provide own horse or saddle	3.20	3.30

“Note”: These allowances are contemporary for expense related allowances as at 30 March 2004 and for work related allowances are inclusive of adjustment in accordance with the June 2004 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 5 November 2004.

T. M. KAVANAGH J.

(465)

SERIAL C2998

NUGAN QUALITY FOODS PTY LTD EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3790 of 2004)

Before The Honourable Justice Kavanagh

13 July 2004

VARIATION

1. Delete subclause (6) of clause 3, Rates of Pay, of the award published 22 June 2001 (325 I.G. 701), and insert in lieu thereof the following:

- (6) The rates of pay in this award include adjustments payable under the State Wage Case 2004. These adjustments may be offset against:

- (a) any equivalent overaward payments; and/or
- (b) award increases since 29 May 1991 and other 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 - Total Wage Rates

Classification	SWC 2003 Amount \$	SWC 2004 Adjustment \$	SWC 2004 Amount \$
Evaporator Operator	490.20	19.00	509.20
General Hand	465.55	19.00	484.55
Lift Operator	490.20	19.00	509.20
Junior Employees			
Under 17 years of age	268.28	19.00	287.28
Under 18 years of Age	386.64	19.00	405.64
18 years and over General Hand	465.55	19.00	484.55

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2003 Amount \$	SWC 2004 Amount \$
1	3(1)	Supplementary Payment	15.75	16.30
2	3(2)	Freezer Allowance	12.00	12.40
3	3(3)	Leading Hands	14.55	15.05
4	17	Meal Allowance	6.25	6.50
5	20(3)	First Aid	1.95	2.00

"Note": These allowances are contemporary for expense related allowances as at 30 March 2004 and for work related allowances are inclusive of adjustment in accordance with the June 2004 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 22 November 2004.

T. M. KAVANAGH J.

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SERIAL C3263

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act* 1996)**EA04/283 - Austral Bricks (Maintenance Employees Plants 1, 2 and 3) Enterprise Agreement 2004****Made Between:** Austral Brick Company Pty Limited -&- the Australian Manufacturing & Workers Union (Printers Branch).**New/Variation:** New.**Approval and Commencement Date:** Approved 20 September 2004 and commenced 26 May 2004**Description of Employees:** The agreement applies to all employees employed by Austral Brick Company

Pty Limited, located at Wallgrove Road, Horsley Park NSW 2164, in respect of maintenance employees engaged in mechanical maintenance at the company's Horsley Park Plants, who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award.

Nominal Term: 36 months.

EA04/284 - John Danks & Son Pty Ltd (New South Wales) Certified Agreement 2004

Made Between: John Danks & Sons Pty Ltd -&- the National Union of Workers, New South Wales Branch.

New/Variation: New

Approval and Commencement Date: Approved 22 September 2004 and commenced 27 July 2004

Description of Employees: The agreement applies to all employees in Warehouse Operations employed by John Danks & Son Pty Ltd New South Wales, located at 15, Huntingwood Drive Huntingwood NSW 2148, who fall within the coverage of the Storemen and Packers, General (State) Award.

Nominal Term: 36 months.

EA04/285 -Austral Bricks Production Workers Agreement 2004

Made Between: Austral Brick Company Pty Limited -&- the Clay Brick & Paver Association of New South Wales.

New/Variation: Variation.

Approval and Commencement Date: Approved 20 September 2004 and commenced 30 July 2004

Description of Employees: Applies to all production employees of the Austral Brick Company Pty Ltd. engaged in the manufacture of clay bricks and pavers at Wallgrove Plants 1, 2, and 3, plus Eastwood .

Nominal Term: 13 months.

EA04/286 - Nestle Australia Ltd Northern Distribution Centre (NUW) Agreement 2004-2007

Made Between: Nestle Australia Limited -&- the National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA02/73

Approval and Commencement Date: Approved 1 September 2004 and commenced 13 May 2004

Description of Employees: The agreement applies to all employees employed by Nestle Australia Ltd, located at Homebush Bay Drive, Rhodes NSW, who fall within the coverage of the Storemen, and Packers, General (State) Award.

Nominal Term: 36 months.

EA04/287 - Hunter Water Corporation Employees' Enterprise Agreement 2004

Made Between: Hunter Water Corporation -&- the Australian Services Union of N.S.W., Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch, Construction, Forestry, Mining and Energy Union (New South Wales Branch).

New/Variation: Replaces EA04/31

Approval and Commencement Date: Approved 30 July 2004.and commenced 1 January 2004

Description of Employees: The agreement applies to all employees employed by Hunter Water Corporation, located at 426-432 King St, Newcastle West NSW 2302, who fall within the coverage of the Hunter Water Corporation Employees (State) Award.

Nominal Term: 24 months.

EA04/288 - Leichhardt Council Parks and Streetscapes Team Enterprise Agreement 2004-2006

Made Between: Leichhardt Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: New.

Approval and Commencement Date: Approved 10 September 2004.and commenced 1 September 2004

Description of Employees: The agreement applies to all employees employed by Leichhardt Council, located at 7-15 Wetherill Street, Leichhardt NSW 2040, who fall within the coverage of the Local Government (State) Award 2001.

Nominal Term: 24 months.

EA04/289 - Ausdoc Information Management Enterprise Agreement, 2003

Made Between: Ausdoc Information Management Ltd -&- the National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA02/74

Approval and Commencement Date: Approved 2 April 2004.and commenced 15 November 2003

Description of Employees: The agreement applies to all employees employed by Ausdoc Information Management, situated at various sites in New South Wales, who fall within the coverage of the Storemen and Packers, General (State) Award.

Nominal Term: 24 months.

EA04/290 - Newcastle Newspapers Pty Limited AMWU Printing Division Enterprise Agreement, 2004

Made Between: Newcastle Newspapers Pty Ltd -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch.

New/Variation: Replaces EA03/6

Approval and Commencement Date: Approved 27 September 2004.and commenced 23 September 2004

Description of Employees: The agreement applies to all employees employed by Newcastle Newspapers Pty Limited, located at 28-30 Bolton Street, Newcastle, engaged to perform work in the areas of edition control and advertising production, who fall within the coverage of the Printing Industries (State) Award.

Nominal Term: 33 months.

EA04/291 - Interverse Australia Pty Ltd Central Coast, Newcastle and Regional NSW Construction Enterprise Agreement 2004-2006

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

New/Variation: New.

Approval and Commencement Date: Approved 8 October 2004 and commenced 1 April 2004

Description of Employees: The agreement applies to all employees employed by Interverse Australia Pty Ltd, who are engaged in construction work within Newcastle who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 22 months

EA04/292 - EnergyAustralia Engineer's Enterprise Agreement 2004

Made Between: Energy Australia -&- the Electricity Supply Professional Officers Association, The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch).

New/Variation: New.

Approval and Commencement Date: Approved 1 October 2004. and commenced 1 July 2003

Description of Employees: The agreement applies to all engineers of EnergyAustralia, who fall within the coverage of the EnergyAustralia Award 2003.

Nominal Term: 36 months.

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