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INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES**PRACTICE DIRECTION No 15****Filing of Awards in Computer-Readable Format under Rule 32**

(Pursuant to Rule 89 of the Industrial Relations Commission Rules 1996)

1. The purposes of this Practice Direction are:
 - (a) to facilitate the processing of Awards and Contract Determinations of the Industrial Relations Commission of New South Wales by emphasising and giving effect to the requirements of Rule 32 of the Industrial Relations Commission Rules 1996; and
 - (b) to provide guidance for Members of the Commission and applicants appearing before the Commission on the steps necessary to ensure that Awards made by the Commission are publicly available in a timely manner and thus readily enforceable.
2. This Practice Direction shall come into force 14 days after publication in the Industrial Gazette. This Practice Direction should be read in conjunction with Practice Direction No. 16 - Filing of Documents in Computer Readable Format.

3. For the purposes of this Practice Direction

'award' includes a contract determination.

'application for award' includes an application to vary an award, an application to rescind an award, an application for a contract determination or a contract agreement, and an application for an enterprise agreement.

"computer-readable format" means an electronic version of a document in such medium and in such format as to be compatible with, and readable by, the computer system of the Industrial Relations Commission of New South Wales from time to time and/or as specified by the Industrial Registrar or the Registrar's delegate from time to time.

"compatible with, and readable by" requires that documents be filed (on either diskette or CD-ROM) in any version of

Microsoft Word (DOC) or

Rich Text Format (RTF)

and in relation to any annexures or attachments to documents (which cannot be provided in the above formats)

Tagged Image Format (TIF)

Graphical Image Format (GIF) and

Joint Photographic Experts Group (JPG) are acceptable.

Portable Document Format (PDF) is not an acceptable format

4. Unless a Member of the Commission makes a specific direction otherwise at the time of making, varying or rescinding an award, the applicant party shall file a copy of the award, award variation or notice of rescission in a computer readable format within 7 days of the making, varying or rescinding of the Award.

5. The Member of the Commission who has made, varied or rescinded the award shall, within 14 days of determining the matter, cause to be forwarded to the Industrial Registrar the file in respect of the matter except where the file is still current (for example, an interim award), in which case the Member's staff shall forward copies of relevant extracts from the file sufficient to enable that award to be settled and published in the Industrial Gazette.

Dated:

5 November 2004

F L Wright, J
President.

PRACTICE DIRECTION No 16**Filing of Documents in Computer-Readable Format**

(Pursuant to Rule 89 of the Industrial Relations Commission Rules 1996)

1. The purposes of this Practice Direction are:
 - (a) to facilitate the processing of matters before the Industrial Relations Commission of New South Wales by providing for, encouraging and requiring that documentation filed in certain classes of matters by a party be accompanied by a copy of that documentation in computer-readable format;
 - (b) to provide for and encourage the use of technology in matters before the Commission; and
 - (c) to provide an appropriate foundation for further use of technology in proceedings before the Commission.
2. This Practice Direction shall come into force 14 days after publication in the Industrial Gazette. When it takes effect it will replace Practice Direction No. 9.
3. Except as provided for by paragraph 7 of this Practice Direction, it shall not apply to:
 - (a) proceedings under s 84 (Unfair Dismissal), s 99 (Dismissal injured employee) or s 130 (Notification of Industrial Dispute) of the *Industrial Relations Act* 1996;
 - (b) proceedings under section 106 of the *Industrial Relations Act* 1996 until such time as a Certificate of Unsuccessful Conciliation is issued at which time both parties will be required to file, within a period of 28 days, a copy of all documentation filed in the proceedings in compliance with this Practice Direction.
 - (c) parties to any matter who are not represented by a barrister, solicitor, agent or industrial organisation.
 - (d) annexures or attachments to documents which are not, or not readily, available in computer readable format; or
 - (e) in respect of the following forms

Notice of Appearance

Notice of Discontinuance

Notice of Change of Solicitor

Certificate pursuant to section 198L of the Legal Profession Act or undertaking to file such certificate

Copies of Summons under section 165 of the Industrial Relations Act 1996 or Notices to Produce (Form 46)
4. For the purpose of this Practice Direction:

"computer-readable format" means an electronic version of a document in such medium and in such format as to be compatible with, and readable by, the computer system of the Industrial Relations Commission of New South Wales from time to time and/or as specified by the Industrial Registrar or the Registrar's delegate from time to time.

"compatible with, and readable by" requires that documents be filed (on either diskette or CD-ROM) in any version of

Microsoft Word (DOC) or

Rich Text Format (RTF)

and in relation to any annexures or attachments to documents (which cannot be provided in the above formats)

Tagged Image Format (TIF)

Graphical Image Format (GIF) and

Joint Photographic Experts Group (JPG) are acceptable.

Portable Document Format (PDF) is not an acceptable format

"matter" means any proceedings heard or to be heard before the Commission.

"party" includes intervenor and any person, firm, corporation, or organisation appearing, or seeking to appear or intervene, in proceedings before the Commission.

5. A party to a matter before the Commission must file a copy of any document lodged in that matter in a computer readable format at the time of filing of the document. The document provided by the party in electronic form shall contain the same text as the paper copy.

This paragraph requires, amongst other matters, that any party seeking orders to be made (for example, in respect of a matter where judgment has been delivered or where the Commission directs short minutes of orders to be filed) must, when filing the hard copy version of the proposed orders, also provide the document in a computer readable format.

6. The electronic version of the documents filed in the proceedings shall be labelled for identification purposes and such label shall include the Matter Number, an abbreviated Title and a list of the documents filed in computer readable format. The documents shall be saved to the diskette or CD-ROM in such a way that allows for easy recognition, for example:



(and should include the IRC matter number where one has been allocated)

7. Notwithstanding the foregoing, the Registrar or the Commission may, on application or otherwise, direct one or more parties to a matter to file, or to file and serve, all or any particular documentation in computer-readable format or may waive the obligations of any party from complying in whole or part with the requirements of this Practice Direction.
8. In addition, the Registrar or the Commission may in any matter, where application is made therefore or in any case where it is considered appropriate, apply to the matter the terms of Supreme Court Practice Note No 127 (Use of Technology in Civil Litigation, issued on 12 February 2004 in whole or in part, subject to conditions or otherwise). A copy of Supreme Court Practice Note No 127 is annexed.

9. In respect of the following class of matters the compliance with paragraph 5 of this Practice Direction may be made by e-mail transmission to the specified address below and the filing, in lieu of a diskette or CD-Rom, a copy of the transmission report:

matters to which Section 34 of the *Industrial Relations Act* 1996 (re Enterprise Agreements) applies (by e-mail to: irc_electronic_services@agd.nsw.gov.au);

matters to which Section 324 of the *Industrial Relations Act* 1996 (re Contract Agreements) applies (by e-mail to: irc_electronic_services@agd.nsw.gov.au);

matters to which Rule 32 of the Industrial Relations Commission Rules 1996 applies (this rule requires that a copy of an Award or Award Variation must be supplied in computer readable format) (by email to: irc_electronic_services@agd.nsw.gov.au); and

matters in which the Commission has directed that submissions of parties be filed (by email to: irc_client_services@agd.nsw.gov.au);

10. In respect of the matters to which paragraph 9 applies the subject heading to the e-mail must include the following:

Section 34 matters: The short title of the Enterprise Agreement

Section 324 matters: The short title of the Contract Agreement

Rule 32 matters: The title of the matter and the Commission file number in format year/file number, for example, IRC2004/1000.

Submissions: The title of the matter and the Commission file number in format year/file number, for example, IRC2004/1000.

11. Although it is essential that all aspects of this Practice Direction are strictly observed it is of particular importance that requirements under Rule 32 (that the applicant must file a copy of the award in a computer-readable format) be complied within the time specified by the Commission when the Award or Variation is made as the Industrial Registry provides such material to the Office of Industrial Relations immediately upon receipt for the purpose of that Office's Pay Rate Update Service, its website and Award Enquiry Service.

Dated: **5 November 2004**

F L Wright, J
President.

The Supreme Court
of New South Wales

Practice Note No. 127

Use of Technology in Civil Litigation

Date:

12/02/2004

Purpose

1. The aim of this practice note is to

- (a) encourage the use of information technology as a means of improving the efficiency of civil litigation in general;
- (b) emphasise the court's power to require the use of technology in particular cases or circumstances;
- (c) offer guidelines on the matters parties in civil actions ought to take into account in deciding how to make use of technology;
- (d) offer examples and suggested standards to assist parties in agreeing upon the extent and manner in which they will use technology to exchange information.

Encouraging the Use of technology

2. All parties in civil proceedings are required at all stages of their litigation to consider the prospect of using technology for the purposes of information exchange and at trial itself. In preparing a case for trial the parties are specifically encouraged to
 - (a) use electronic data to create lists of their discoverable documents;
 - (b) give discovery by exchanging databases created in accordance with an agreed protocol;
 - (c) exchange electronic versions of documents such as pleadings and statements;
 - (d) arrange for inspection of discovered material, and other material to be inspected by way of images if appropriate; and
 - (e) consider the use of electronic data at trial in accordance with the Court's requirements. Glossary of technical terms

For the purposes of a better understanding of this practice note, some definitions of technical terms appear in the annexed Glossary.

Court may direct parties

3. The Court retains the power to direct parties to use information technology in appropriate cases. Parties shall comply with any directions issued by the Court in relation to the use of technology and shall comply with any requirements published by the Court in relation to issues concerning the use of technology, such as document formats.
4. It should be noted that whilst this practice note is advisory in nature the Court may mandate the use of the technology standards it describes in cases where the parties fail to agree on exchange and presentation mechanisms within a reasonable time frame.

Electronic exchange of Court documents

5. Where a party serves a pleading, affidavit, statement, list of documents or interrogatory on another party, the recipient may ask the first party to also provide a copy of it in an electronic format.
6. The Court expects parties to accede to reasonable requests for copies of court documents in an electronic format. Before providing copies the parties shall make all reasonable efforts to agree upon:
 - (a) the word processing or other format in which electronic versions will be provided;
 - (b) the methods by which electronic versions will be exchanged; and
 - (c) any other terms and conditions of electronic exchange.

Document formats

7. Where appropriate the parties may wish to agree upon the preparation of a document in a structured format, such as HTML, so that hypertext links can be made where appropriate. For example, if a document refers to a document ID, a hypertext link can be made to the relevant document image.

Content of court documents

8. A court document provided by a party in electronic format shall contain the same text as the paper copy. Where a court document contains an annexure, however, the text of the annexure will be expected to be contained within the electronic copy only where the annexure was created for the purposes of the litigation by or on behalf of that party or that party's solicitor.

Risk of computer viruses

9. Generally it will not be regarded as unreasonable for a party to provide documents in electronic format subject to a condition that it is the responsibility of the recipient to test it for viruses.

Providing electronic copies to the Court itself

10. The Court may direct a party to provide the Court with copies of court documents in an electronic format. A party who provides a document to the Court in electronic format shall provide appropriate written warnings about the need to test for viruses.

Electronic exchange of discovery lists and documents:

11. As a general rule the Court will expect the parties to consider preferring the use of technology to exchange information where they believe more than 500 documents between them will be discoverable. Decisions about the appropriate use of technology will be better informed if the parties have identified early in the proceedings the scope of discovery and the categories of documents likely to be discovered.

Agreeing by written protocol

12. Where the parties agree that discovery should be given by exchange of electronic data they should:
 - (a) endeavour to reach agreement early in the proceedings on the protocol to be used and the scope of that protocol; and
 - (b) seek either consent orders or directions from the Court, if agreement is not reached, concerning the terms of the protocol.

Directions by the Court

13. The Court may make orders that parties:
 - (a) meet to discuss how best to use information technology to exchange information about their discoverable documents;
 - (b) make written submissions on how best to use technology with respect to discovery and the management of information in the proceedings generally.
14. As a general rule, by the second directions hearing the Court will expect each party:
 - (a) to have investigated the number and categories of documents likely to be discoverable by that party, taking into account any limits on discovery that may be agreed between the parties or are the subject of a direction by the Court;
 - (b) to have attempted to agree with the other parties on whether and how to use technology to exchange lists of their discoverable documents; and
 - (c) to be able to make informed submissions about whether and how technology should be used to exchange lists of their discoverable documents.

Technology checklist

15. In developing a protocol on electronic exchange the parties shall consider the matters described in the annexed Technology Check List. The checklist is a guide only and parties should feel free to agree on appropriate changes to it. However, if the parties are unable to agree on a protocol then the default options indicated in the checklist will apply as a minimum standard.

Recommended fields

16. The fields and associated guidelines described in the annexed Recommend Fields are those which ought to be used for the purpose of electronic exchange and which, in the absence of agreement to the contrary by the parties, may be mandated by the Court in a given case.

Verification of electronic lists

17. Each party shall consider how lists of documents shall be verified where data about those documents is to be exchanged electronically.

Orders to dispense with verifications by affidavit

18. Existing rules of Court presuppose that a hard copy list of documents will be verified by affidavit. Where a party believes that it is appropriate to dispense with verification of a hard copy list, that party should ask the Court for an appropriate direction.

Verification by reference to method of service

19. As an alternative to verification of a hard copy list, the parties may wish to consider asking for a direction that the verifying affidavit identify the documents by reference to the medium by which the data was served and the date of service. For example, the affidavit may refer, in a hypothetical case, to: the documents described in the database contained on the compact disks served on the defendant under cover of letters date 21 January, 24 January and 29 March 2003.

Providing electronic lists of documents to the Court itself

20. The parties shall consider whether data relating to their discoverable documents should be provided to the Court in addition to any hard copy list.

Use of technology during a hearing

21. Where parties have used databases or databases and associated documents or images to facilitate discovery and inspection, the parties should consider and make submissions about how best to use technology at the hearing. For example, the parties' discovery databases might form the basis of an index to the agreed bundle, or for the creation of a database of documents admitted into evidence and rulings on the admissibility of documents.

Equipment at hearing

22. More generally, the parties should consider:
- (a) the equipment and services that they and the Court may require at the trial including appropriate hardware, software and additional infrastructure; and
 - (b) the arrangements that may need to be made between the parties, the Court and any third party service providers to ensure that appropriate equipment and services are available at the hearing.

Technology Check List

Parties are encouraged to use this checklist to identify technology issues that may arise during proceedings. The default or minimum court options may be mandated in a given case if the parties cannot agree.

(** = default or minimum standard)

Pre-Trial

Document Exchange of Court Documents and Witness Statements	Electronic Document Format	Document Exchange Via
Hard copy only Electronic Copy only Hard copy and electronic copy**	ASCII test file ** MS Word version _____ Word Perfect version _____ XML HTML Other	DX Courier Australia Post Floppy Disk** Electronic mail CD Rom Internet

Discovery

Exchange of Document Lists	Electronic Document List Format	Document Exchange Via
Hard copy only Electronic Copy only Hard copy and electronic copy**	Delimited ASCII text file** Word processing format _____ Excel spreadsheet XML Other _____	DX Courier Australia Post Floppy Disk** Electronic mail CD Rom Internet

Example Database Formats

MS Access
Lotus Notes
Filemaker Pro
MS SQL
Sybase
Excel Spreadsheet**
Oracle
Other

Document Inspection Format	Electronic Image Formats	Special Considerations
Hard copy only Electronic/image of hard copy	TIFF - Multi TIFF - Single**	Redacting (masking) Confidentiality

Hard copy and electronic/image copy** Non-paper record for example, video/audio tape, database, microfiche, etc Other Medium _____	PDF GIF Other	Other
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Trial

Exchange of Agreed Bundle/Court	Electronic Document Index	Document Exchange Via
Book Indexes Hard copy only	Format Delimited ASCII text file**	DX Courier
Electronic/image of hard copy Hard copy and electronic/image** copy Other Medium _____	Word processing format Excel spreadsheet Other	Australia Post Floppy Disk** Electronic mail CD Rom Internet/Intranet

(a) Image Resolution

Images may be scanned in at around 200 dpi. Any greater file size may be unworkable.

(b) Filename Structure

Images may be named identically to the relevant Document ID or according to the agreed folder structure. If images are named in accordance with the naming convention of the full document ID then the dots within the Document ID may be omitted (other than the dot preceding the file extension).

(c) Special Considerations

Consideration should be given to

whether there are any special requirements, such as redacting (masking).

the implications of using technology in respect of information that may be subject to confidentiality orders or undertakings.

(d) Recommended fields and default fields**

The Court encourages the use of the field definitions in the attachment - Recommended Fields. Among the Recommended Fields the following are the default fields, i.e. those which the parties will be expected to use as a minimum standard unless otherwise agreed or ordered:

Document ID
Date
Document type
Author/Author organisation
Addressee/Addressee organisation
Title.

Recommended Fields

Fields that are identified as default fields are those that ought to be used as a minimum standard and which, in the absence of agreement to the contrary, may be mandated by Court order in a given case.

Field	Data type and length	Notes
Document id (Default field 1)	Text and Numbers (if appropriate) Length - depending on field structure	Each document should be uniquely identified. The field may be broken into different components such as First Page and Last Page providing the parties agree. The field or fields might comprise a four-part number in form AAA.NNN.NNN.NNNN where "AAA" represents a alphabetic shorthand for the party name. The other three sets of numbers could be used to suit the convenience of the parties. It may be useful if the first set is used to refer to an archive box number, the second to the number of the folder within the box, and the third to the page number. Rules for the numbering hierarchy can be agreed prior to discovery and the above is to be used as a guide not the definitive form. The parties should consider whether each page should be individually numbered or agree on some other satisfactory arrangement. If a agreement is not reached then the parties should seek the Court's direction. If the parties agree not to number each page, consideration should be given to an additional field recording the number of pages in each document. Attachments to documents can be separately listed and numbered. Attachments can be numbered sequentially following the host document. For example, a host document may be numbered XXX.001.001.0001 and its attachments would be numbered as XXX.001.001.0002, XXX.001.001.0003 and XXX.001.001.0004. If imaging is to be used the parties can agree to any additional information about document identification. It is recommended that the document id match the image file name i.e. where the document id is AAA.NNN.NNN.NNNN then the image file name should be AAA.NNN.NNN.NNNN.tiff
Attachments	Text & Number, Length - depending on the number of attachments	Contains first and last pages of each document physically attached to a discovered document. Does not include documents that are only referred to in a discovered document. Each attachment should be listed separately, with its own discovery number and details. Multiple entries to be separated by commas.
Host Document Number	Text and Number, Length depending on the document id. structure	Contains First Page and - if agreed - Last Page of the host document to which an attachment is attached. Should never be multiple entries in this field, as each attachment should only ever have one host document.
Document Group	Text, 3	HWA Host with attachment HNA Host no attachment ATT Attachment This field may be required if parties agree to swap image files.

Date (Default field 2)	Date, 11	Date can be inserted as: DD/MMM/YYYY for example 05/Sep/1996 DD = Day MMM = Month YYYY = Year
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		Undated documents: = Documents with no discernible date should be coded to a standard agreed between the parties which the parties will recognise as "undated." For example, the date field may be left blank. (Where this option is selected the parties may choose to enter the word "undated" in an additional text field.) Alternatively, an agreed date format such as 01/Jan/1801 should be used. It is important to note that databases that use a Date Type format may not accept text such as 'Undated' or dates that include '00' in the field. If there is no way of ascertaining the date of the document* Documents with only the month and year (e.g. August 1997) can be coded with the first day of the month, the month and the year (e.g. 01/Aug/1997) and a 'Yes' an entry should be made in the next field - "Estimated Date". field. Documents with the day and month but no year are considered undated. . For example a document dated 04/Apr will should be coded as "undated." as the year cannot be identified. Documents with just the year (e.g. 1997) should be coded with the first day of January (e.g. 01/Jan/1997) and a 'Yes' entry should be made in the 'Estimated Date' field. *If there is no way of ascertaining the date of the document, then the parties may agree upon what naming convention to use, for example, "Undated", or 00/00/0000, however, it should be noted that some database formats may not recognise these codes.
Document type (Default field 3)	Text, 254	This field is completed using commonly received document types e.g. letter, memo, deed. Parties should endeavour to create a list of agreed document types prior to discovery. If the document has been faxed, this field should include "facsimile". If a group of documents is being discovered as a bundle, this field should be completed as "Bundle of document type".
Privilege	Text, 6	This identifies whether a claim of privilege is made over the document. The permissible entries in this field are "YES", "NO" and "PART". If this field is completed with "YES" or "PART", the basis of privilege field must also be completed.
Basis of Privilege	Text, 50 (or combination of text and numbers)	Identifies basis of privilege claim. Parties should agree how they will identify privilege claims. One possibility is to set out here the basis of the claim that the document is privileged eg, the section or sections of the Evidence Act.
Status	Text, 10	"Copy" or 'Original' or "Fax". "Fax" should be used for a document that is either the original facsimile document (i.e. the document sent by the sender) or an original facsimile copy produced by the recipient's facsimile machine.

Author (Default field 4)	Text, 254 or as appropriate	Person or persons who wrote the document. To be completed using information on the face of the document. Last name First initial only eg. "Smith B". If more than one author enter as "Brown J; Jones J, ..." etc. If more than one addressee for one company, enter as "Brown J; Jones J;.." etc. Other ways of addressing multiple values can be agreed between
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		the parties.
Author Organisation (Default field 4)	Text, 254 or as appropriate	Organisation from which the document emanated. To be completed from information on the face of the document. Multiple entries to be separated by commas. Parties should agree on standard spellings or abbreviations for organisations. Other ways of addressing multiple values can be agreed between the parties.
Addressee (Default field 5)	Text, 254 or as appropriate	Person or persons to whom the document is addressed. Includes persons to whom copies are circulated. To be completed from information on the face of the document. Last name First initial only eg. "Smith B". Multiple entries to be separated by commas. Other ways of addressing multiple values can be agreed between the parties.
Addressee Organisation (Default field 5)	Text, 254 or as appropriate	Organisation receiving the document. To be completed from information on the face of the document. Multiple entries to be separated by commas. Parties should agree on standard spellings or abbreviations for organisations. Other ways of addressing multiple values can be agreed between the parties.
Parties	Text, 254 or as appropriate	Identifies parties to an agreement or other legal document (not correspondence). Multiple entries to be comma delimited.
Title (Default field 6)	Text, 254 or as appropriate	Title of a document such as "Report on Technology".
Source	Text, 20 or as appropriate	Parties may find this field useful to identify documents that have been obtained from someone other than the party giving discovery, e.g. documents obtained on subpoena or through some other compulsory process of obtaining access to documents. This field would identify the party from whom such documents were obtained.
Non-paper record	Text, 3	This field should be used to identify information recorded using media other than paper, where the relevant information has not been printed out and discovered in hard copy form, e.g. video and audio tapes, floppy disks and magnetic computer tapes. Permissible entries are "YES" and "NO".

Glossary

ASCII (American Standard Code for Information Interchange)

ASCII is the most common format for text files in computers and on the Internet. In an ASCII file, each alphabetic, numeric, or special character is represented with a 7-bit binary number

Database

A database is a collection of data that is organised so that its contents can easily be accessed, managed and updated

Delimiter

A delimiter is a character that identifies the beginning or the end of a character string (a contiguous sequence of characters).

Electronic Data

In computing, electronic data is information that has been translated into a form that is more convenient to move or process.

Field

A Field represents a column of data within a database. Each record (row) can be made up of a number of pieces of information and, therefore, consists of a number of fields. These fields may be displayed as a box to enter or display data (in a form or report).

GIF (Graphics Interchange Format)

A GIF is one of the two most common file formats for graphic images on the World Wide Web. The other is JPEG.

HTML (Hypertext Markup Language)

HTML is the set of "markup" symbols or codes inserted in a file intended for display on a World Wide Web browser.

Image

An image is a picture that has been created or copied and stored in electronic form, an electronic photocopy.

Medium

A medium is a third-party or element through which a message is communicated.

PDF (Portable Document Format)

PDF is a file format that has captured all the elements of a printed document. PDF is also an abbreviation for the Netware Printer Definition File but is not used in this document in this way.

RTF (Rich Text Format)

RTF is a file format that allows exchange of text files between different word processors in different operating systems.

SQL (Structured Query Language)

SQL is a standard interactive and programming language for getting information from and updating a database.

TIF or **TIFF** (Tagged Imaged File Format)

TIFF is a common format for exchanging raster (bitmapped) images between application programs, including those used for scanning images.

Virus

A virus is a piece of programming code inserted into other programming to cause some unexpected and, for the victim, usually undesirable event. Viruses can be transmitted by downloading programs from infected sites (including internet sites) or they may be present on a diskette received from an infected system.

J J Spigelman

Chief Justice

(1406)

SERIAL C2907

MURRUMBIDGEE IRRIGATION CONSENT AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1760 of 2004)

Before Mr Deputy President Grayson

6 July 2004

REVIEWED AWARD**Arrangement**

Clause No.	Subject Matter
1.	Title
2.	Scope And Application
3.	Objectives
4.	Definitions
5.	Date And Period Of Operation
6.	Relationship To Previous Awards
7.	Award To Be Displayed
8.	Workplace Consultation
9.	Contractors' Protocol
10.	Dispute Settlement Procedure
11.	Remuneration
12.	Long Service Leave
13.	Employment Protection
14.	Voluntary Redundancy
15.	Managing Displaced Staff
16.	Future Negotiations
17.	Work Trials
18.	Sick Leave
19.	Carers' Leave
20.	Special Leave
21.	Anti Discrimination
22.	Union Membership Dues And Deduction

Schedule 1 - Classifications And Common Wage Points
General Construction Workers, Gangers, Plant
Operators, Skilled Trades, Truck Drivers

Schedule 2 - Classifications And Common Salary Points
Executive Services

Schedule 3 - Classifications And Common Salary Points
Operations

Schedule 4 - Classifications And Common Salary Points
Administration, Professional

Schedule 5 - Classifications And Common Salary Points
Works

Appendix I - Wage Point Rates
Appendix II - Salary Point Rates

1. Title

This award shall be known as the Murrumbidgee Irrigation Consent Award 2004.

2. Scope and Application

- 2.1 This award binds staff of the classifications specified in this award, Murrumbidgee Irrigation Corporation and its successor and the Australian Workers Union New South Wales; the Transport

Workers Union of Australia New South Wales Branch; the Construction, Forestry, Mining, Energy Union Construction and General Division NSW Divisional Branch; the Automotive Food Metals Engineering and Printing Kindred Industries Union New South Wales Branch; the Electrical Trades Union of Australia New South Wales Branch; the Public Service Association and Professional Officers Association Amalgamated Union of New South Wales and The Association of Professional Engineers, Scientists and Managers, Australia.

- 2.2 Newly created positions will undergo a job analysis to ensure that the position is correctly classified according to this award.

3. Objectives

The objectives of this Award are:

- 3.1 To set the employment relationship between the business and its staff.
- 3.2 To continue to lay the foundation for maximum flexibility in day to day work to maximise operational efficiency as well as to take account of the seasonal nature of work in the business.
- 3.3 To continue to develop the provision of cost effective services to customers. As such, the parties recognise the need for a viable, efficient organisation with a sustainable capacity to provide cost efficient services to the rural community on which it depends for its revenue.
- 3.4 To contribute to achieving a safe, harmonious work place where staff are provided with more secure and rewarding employment.

4. Definitions

"Consultative Committee" means the committee established under Clause 8 of this award.

"Displaced Staff" means a staff member whose position is no longer available due to a restructure of the business.

"Murrumbidgee Irrigation" means the Murrumbidgee Irrigation Corporation and its' successor, or its nominee or representative.

"Redundancy" means a termination of employment not on account of any personal act or default of the staff member dismissed or any consideration peculiar to the staff member, but because Murrumbidgee Irrigation no longer wishes the job in question done.

"Service" means continuous service with Murrumbidgee Irrigation, provided that at the date of commencement of this award, service of existing staff is to be taken to include all service with any predecessor organisation, State Government Department or authority.

"Staff" means any person employed by Murrumbidgee Irrigation.

5. Date and Period of Operation

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and replaces the Murrumbidgee Irrigation Consent Award 1998 published on 12 April 2002 (332 I.G. 971).

The award published on 12 April 2002 took effect from the first full pay period commencing on or after 28 June 2001.

The changes to give effect to s19 of the *Industrial Relations Act* 1996 and the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales take effect on and from the 6th July 2004 of the award review by the Industrial Relations Commission of New South Wales

6. Relationship to Previous Awards

By the operation of this award the following awards and agreements apply;

Crown Employees (Skilled Trades) Award,

Gangers (State) Award,

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

Plant, &c., Operators on Construction (Public Works Department, Water Resources Commission, Commissioner for Main Roads and Maritime Services Board) Award,

Transport Industry (State) Award,

Crown Employees (Transport Drivers & C.) Award,

Crown Employees (Public Sector Salaries, January 2002) Award,

Crown Employees (Wages Staff) Rates of Pay Award 2002,

Crown Employees (Public Service Conditions of Employment 2002) Award,

Crown Employees (Transferred Officers Compensation) Award,

Murrumbidgee Irrigation Wages Staff Enterprise Agreement 1998, No 1990 of 1998,

Channel Attendants Group Department of Water Resources Agreement No.2541 of 1991 and Addendum of 1997,

Crown Employees (Administrative and Clerical Officers - Salaries 2003) Award,

Public Service General Division Staff - Salaries Agreement No 2368 of 1982,

Crown Employees (Water Resources Commission General Miscellaneous - Salaries) Award,

Miscellaneous Professional Officers, Department of Water Resources Agreement No.2535 of 1991,

Professional Engineers (Water Resources Commission) Award,

Engineers, etc. Agreement No 1734 of 1971,

Scientific Officers (various Departments) Agreement No 2433 of 1983,

Departmental Professional Officers Determination No.866 of 1987.

Where one of the above awards or agreements has been superseded or amended, the latter document, howsoever named, shall apply where appropriate. If one of the above awards or agreements is cancelled, expires, or in any way ceases to have effect, it will have no effect in this award.

Save and except for those matters dealt with in this Award, which shall take precedence, the terms of the above awards shall prevail.

This award replaces or supersedes the clauses dealing with wages/salary rates, long service leave or redundancy in the above Awards.

Where it is demonstrated that a staff member has suffered a significant loss or diminution in conditions of employment as a result of the making of this award, Murrumbidgee Irrigation, subject to any conciliation or arbitration required by any party, will provide reasonable adjustment to such conditions of employment.

7. Award to Be Displayed

A copy of this Award will be readily available in all permanent depots and offices of Murrumbidgee Irrigation.

8. Workplace Consultation

- 8.1 A management/staff/Union representative consultative committee will be established to be an integral part of the organisation. For this reason it is imperative that members of the committee act positively to resolve matters of mutual interest and that they carry out their duties in a responsible and timely manner.
- 8.2 The committee shall have six representatives elected by staff, consisting of 1 representative from each of the Griffith and Leeton Construction groups, 1 representative of each of the Griffith and Leeton Irrigation Services groups, 1 representative of the Business Services group and 1 representative of the Assets group so that each centre of Griffith and Leeton shall have 3 representatives.
- 8.3 The committee shall have not less than two or more than four representatives for management.
- 8.4 The committee shall have one representative of the Unions party to this award.
- 8.5 The consultative committee will review the business' functional requirements to enable the identification of employment conditions and pay scales that may be more specific to the business' activities. This will be based on unique customer focus service levels and the effective and efficient employment of staff.
- 8.6 Unions party to this award and the Board of Directors of Murrumbidgee Irrigation undertake to facilitate, encourage and not discourage or interfere with the good faith negotiating of the consultative committee. It is however recognised that both the Board and Unions will have a role in approving of the negotiation outcomes.

9. Contractors' Protocol

Where work is to be carried out by contract, including sub-contract, Murrumbidgee Irrigation will:

- (i) Ensure that all tenders are properly scrutinised to ensure that prospective tenderers would, if successful, be paying award rates, providing award conditions and complying with other statutory provisions and specified standards and safe working procedures.
- (ii) On being advised or otherwise becoming aware that a contractor or sub-contractor is not paying award rates, providing award conditions, complying with other statutory provisions or specified standards and safe working procedures, Murrumbidgee Irrigation will take necessary action to ensure the situation is immediately rectified. Should the contractor or sub-contractor continue to breach the provision then appropriate action, including termination of contract will, if appropriate, be implemented.
- (iii) This protocol will be reflected in all formal contracts entered into by Murrumbidgee Irrigation.

10. Dispute Settlement Procedure

- 10.1 If the dispute concerns questions of safety, the safety issue shall be immediately referred to the responsible Manager, Supervisor and Safety Committee, which shall consider and resolve the matter forthwith.
- 10.2 In the event of other disputes arising between Murrumbidgee Irrigation and staff, any matter which remains in dispute after it has been considered jointly by the appropriate supervisor and the staff member(s) concerned, shall be examined by the responsible Manager and a reply provided to the supervisor and staff member(s) within two days.
- 10.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the

staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Chief Executive or appointed deputy.

- 10.4 If the dispute remains unsettled the responsible Manager shall ensure that the matter is recorded in writing in pertinent detail, while the staff member(s) may notify either the consultative committee and/or representatives of a union of the nature and details of the matter in dispute.
- 10.5 If the dispute thereafter remains unresolved the question shall be discussed between the relevant Senior Manager and the Union both of whom shall take all reasonable steps to settle the dispute.
- 10.6 If the dispute remains unsettled the matter shall be notified to the NSW Industrial Relations Commission.
- 10.7 While the procedures specified herein are being followed all work shall continue normally.
- 10.8 The ultimate terms of settlement of the dispute shall not be affected in any way, nor shall the rights of any person involved in the dispute be affected or prejudiced by the fact that normal work has continued without interruption.

11. Remuneration

This Award sets salary and wage points that apply to the Classifications as shown in Schedule 1, 2, 3, 4 and 5 and the rates applicable to those points as shown in Appendix I and Appendix II.

12. Long Service Leave

12.1 Accrual

- 12.1.1 Long Service Leave will be covered by the *Long Service Leave Act 1955* and the following.
- 12.1.2 All accrued or accumulated long service leave up to the date of commencement of this Award shall be credited to the staff members entitlements.
- 12.1.3 Long Service Leave shall be calculated on a nominal working day basis with the duration of the working day being 7 hours per day for staff working a 35 hour week and 7.6 hours per day for staff working a 38 hour week, irrespective of the number of days normally worked per week.
- 12.1.4 For the purpose of Long Service Leave, public holidays occurring during or at the end of a period of leave are to be treated as ordinary working days and are to be debited as Long Service Leave.
- 12.1.5 On completion of 10 years service staff shall be entitled to 44 working days leave. On completion of each year of service in excess of 10 years staff shall be entitled to a further proportionate amount of leave calculated on the basis of 11 working days leave for each year of service in excess of 10 years.
- 12.1.6 Where the services of a staff member who has had at least 5 years service but less than 10 years service are terminated by Murrumbidgee Irrigation for any reason other than the staff members wilful misconduct, he/she shall be entitled for 5 years service to 22 working days leave and for service after 5 years to a further proportionate amount of leave calculated on the basis of 4.4 working days leave for each year of service in excess of 5 years up to 10 years service.
- 12.1.7 Where the services of a staff member who has at least 5 years service but less than 10 years service are terminated by the staff member on account of illness, incapacity or domestic or other pressing necessity (which shall be substantiated by the staff member), he/she shall be entitled for 5 years service to 22 working days leave and for service after 5 years to a further proportionate amount of leave calculated on the basis of 4.4 working days leave for each year of service in excess of 5 years up to 10 years service.

12.2 Service

12.2.1 Any period of full time service with Murrumbidgee Irrigation or its successors shall count as service for the accrual of long service leave. Periods of part time service shall count proportionally.

12.2.2 Periods of leave without pay or unauthorised absences during periods of service with Murrumbidgee Irrigation or its successors shall not count as service, for the accrual of long service leave, except for staff who complete 10 years service, in which case any period of leave without pay not exceeding six months shall count for the accrual of long service leave.

12.3 Long Service Leave Already Granted

Long service leave already granted to a staff member in respect of any period of service either with Murrumbidgee Irrigation, its predecessors or any other Department or Authority, service with which is counted as service for the accrual of the staff members Long Service Leave, shall be offset against any leave for which eligibility may arise under this award.

13. Employment Protection

Except for staff employed on a casual, fixed term or temporary basis, staff employed by Murrumbidgee Irrigation as at the date this award comes into force shall be guaranteed on-going permanent employment by Murrumbidgee Irrigation until at least 1st December, 2003.

To assist in employment protection and the continuous improvement of the performance of the business, the parties agree that it shall be a condition of employment, subject to appropriate training and competency, that each staff member shall be available to work as required on any work which is incidental or related to their main task or functions and subject to any statutory requirements, and that each member of staff shall provide instruction and or training as appropriate to other staff members as required.

It shall also be a requirement of this award that staff will receive appropriate training and skill acquisition in order to perform a wide range of tasks through vertical and cross skilling and the opportunity to utilise such skills.

Nothing in this Clause shall preclude Murrumbidgee Irrigation from;

- (i) exercising its right to dismiss staff for misconduct including, but not limited to, gross neglect of duty, non observance of safety regulations and policies, threatening or violent behaviour, fraud or theft of property.
- (ii) offering voluntary redundancy to any staff member.

14. Voluntary Redundancy

Where staff accept voluntary redundancy they shall be entitled to the following payments:

Four weeks notice or payment in lieu; plus

An additional weeks notice or pay in lieu for staff aged 45 years and over with 5 or more years of completed service; plus

Severance pay at the rate of 3 weeks per year of continuous service with a maximum of 39 weeks, with pro-rata payments for incomplete years of service to be on a quarterly basis; plus

The benefit allowable as a contributor to a retirement fund; plus

Pro-rata annual leave loading in respect of leave accrued at the date of termination.

Staff who accept an offer of voluntary redundancy within 2 weeks of the offer being made, and terminate employment within the time nominated by Murrumbidgee Irrigation, will be entitled to the following additional payments:

Less than 1 years service:	2 weeks pay
1 year and less than 2 years service	4 weeks pay
2 years and less than 3 years service:	6 weeks pay
3 years service and over:	8 weeks pay

15. Managing Displaced Staff

- 15.1 The Consultative Committee shall reach agreement on the required services, (as per Clause 15.7) and service providers for displaced staff prior to any business restructure.
- 15.2 Murrumbidgee Irrigation is to inform displaced staff, in writing, when their position is to be declared no longer available and advise them of redeployment options and the range of services and information sources available to them.
- 15.3 Displaced staff may be offered redeployment.
- 15.4 Redeployment may involve placement in a position of a different classification or grade with a difference in salary or wage (5% or one grade or a lower salary or wage). Displaced staff who are redeployed to a position with a lower salary or wage shall receive pay maintenance for a period of at least 12 months.
- 15.5 Displaced staff must make themselves available for redeployment and accept reasonable redeployment opportunities when at the existing salary or wages.
- 15.6 Displaced staff who are redeployed shall be provided with all necessary training to develop the skills and competencies required to carry out the duties of the new position.
- 15.7 The services and information sources to be provided to displaced staff shall include, but not limited to the following, (as appropriate);
- counselling services,
 - information on superannuation and financial entitlements,
 - Murrumbidgee Irrigation contact staff,
 - access to assistance with;
 - job search,
 - job placement,
 - resume preparation,
 - interview skills,
 - trade/skill certification,
 - career transition retraining opportunities,
 - professional assessment of vocational skills, aptitudes and interests,

information on programs to upgrade skills or acquisition of new skills,
removal costs to gain employment.

15.8 Displaced staff may be offered voluntary redundancy

15.9 Displaced staff who accept voluntary redundancy may be granted 12 weeks job search leave, plus reimbursement of expenses of up to \$5,000 incurred in the payment of training fees, including books and equipment, during the period of 12 months following their last day of duty.

16. Future Negotiations

16.1 The Parties agree to commence negotiations on a new award no later than six months prior to the expiration of the nominal term of this award.

16.2 The parties agree to continue established workplace consultation via the Consultative Committee.

17. Work Trials

17.1 The parties agree that during the life of this award, Murrumbidgee Irrigation, in consultation with relevant staff and the Consultative Committee, may trial new working arrangements.

17.2 Where such trials involve temporary variations to the terms of this Award, Murrumbidgee Irrigation will seek the prior agreement of the Unions whose members are involved, which shall not be unreasonably withheld.

18. Sick Leave

18.1 Entitlement

18.1.1 Employees are entitled to sick leave each year and the following entitlements are applicable within the Company:

76 hours (i.e., 2 weeks x 38 hours per week basis)

105 hours (i.e., 3 weeks x 35 hours per week basis)

114 hours (i.e., 3 weeks x 38 hours per week basis)

18.1.2 Sick leave on full pay accrues at the beginning of the calendar year except in the first full year of employment when sick leave accrues on a proportionate basis.

18.1.3 When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.

18.1.4 Any sick leave that is not taken will accumulate.

18.2 Taking of Leave

18.2.1 Leave may be granted for absences caused by illness or attendance at doctors, hospitals etc, when appointment cannot reasonably be made outside of working hours and where the illness or incapacity is not attributable to the employee's own misconduct.

18.2.2 Where the sick leave sought is in excess of three days, a medical certificate indicating the nature of the illness or the unfitness and the possible duration thereof must be presented to the Company.

18.2.3 Unless a medical certificate has been presented or circumstances outside the employee's control prevent them from doing so, employees requiring unplanned sick leave, must inform their Supervisor prior to their designated starting time on each day of their absence of the following:

the inability to attend work,

nature of the illness which may require confidentiality, and

the possible duration of the absence.

18.3 Sick Leave as a Charge Against Other Leave

An employee who has exhausted available sick leave and is unable to resume duty because of illness or incapacity may elect to access another form of available leave and must do so by written application.

Sick leave without pay may be granted, provided that the absence is supported by a medical certificate.

18.4 Workers' Compensation

- (a) An employee may be eligible to claim sick leave on full or without pay pending the determination of an employee's claim under the *Workers' Compensation Act 1987*.
- (b) If liability for the claim is accepted, then an equivalent period of any sick leave taken by the employee pending acceptance of the claim shall be restored to the credit of the employee.
- (c) After the completion of 26 weeks referred to in section 36 of the *Workers' Compensation Act 1987*, an employee may use any accrued and untaken sick leave to make up any shortfall in their ordinary rate of pay.
- (d) Any requirements under the *Workers' Compensation Act 1987* to provide medical advice and undertake suitable duties must be complied with by the employee, for without good reason the Company may withhold any claim to sick leave.
- (e) No further sick leave shall be granted on full pay if there is commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the *Workers' Compensation Act 1987*.

18.5 Illness while on Annual or Long Service Leave

Where an employee who is eligible for sick leave produces a medical certificate to the effect that they have been incapacitated for any period while on annual leave or for one week or more while on long service leave, the employee may be re-credited with an equivalent period of annual or long service leave as the case may be and sick leave debited accordingly.

No such re-credit shall be granted to an employee on leave prior to resignation or termination of service.

18.6 Management of Sick Leave

18.6.1 The control of excessive sick leave is the responsibility of the Company and is based on ensuring the health and well being of all employees and the efficient and effective operation of the Company.

18.6.2 An employee with 5 absences on sick leave during a twelve month period unsupported by medical certificates will be interviewed in a counselling environment to discuss reasons for sick leave. Following interview and an examination of sick leave absences, within the context of the employee's overall attendance patterns and work performance, it may be decided to take no further action.

18.6.3 If however there is reason to continue to monitor sick leave absences, then a period will be specified for improvement and the employee advised of the consequences of continued unsupported sick leave absences.

18.6.4 If no improvement occurs within this period then medical certificates will be required for each future sick leave absence for a period determined by the Supervisor.

19. Carer's Leave

19.1 Use of Sick Leave

19.1.1 An employee with responsibilities in relation to a class of person set out in 19.1.3 b) who needs their care and support shall be entitled to use, in accordance with this subclause, any Sick Leave entitlement which accrues after 1.1.96 for absences to provide care and support for such persons where they are ill.

19.1.2 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

19.1.3 The entitlement to use Sick Leave in accordance with this subclause is subject to:

- (a) the employee being responsible for the care and support of the person concerned, and
- (b) the person concerned being -

a spouse of the employee; or

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

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

a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

a relative of the employee who is a member of the same household, where for the purpose 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

19.1.4 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 their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of the absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of the absence.

19.2 Unpaid Leave for Family Purpose

19.2.1 The employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 19.1.3 b) above who is ill.

19.3 Annual Leave

19.3.1 To give effect to this Clause, but 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 any calendar year at a time or times agreed by the parties.

19.4 Grievance Process

19.4.1 In the event of any dispute arising in connection with any part of this clause, such dispute shall be processed in accordance with the dispute settlement provisions of this Agreement.

20. Special Leave

20.1 Base Entitlement

20.1.1 The Company shall in the case of personal circumstances provide to an employee some or all of the available special leave on full pay. The entitlement will be whichever is the greater of the following:

2.5 working days during the first year of service and on completion of the first year's service, 5 working days in any period of 2 years; or

1 working day for each completed year of service after 2 years of continuous service, less any period of special leave already taken.

20.1.2 Special Leave may be taken to a minimum 1 hour duration.

20.1.3 If Special leave is insufficient, access to alternative leave provisions may be granted to cover the required leave.

20.2 Application

Special leave may include but not be limited to the following applications:

- (a) Compassionate grounds such as the death or serious illness of a close member of the family or a member of the employee's household.
- (b) Local Fire Brigade or Bushfire Brigade duty.
- (c) Training Courses that have received Company endorsement prior to commencement.
- (d) Local Government Service.
- (e) Sport at State or National representative level.
- (f) Retirement Seminars

20.3 Additional Entitlement

Employees who are required to provide a service in a State or National interest in the areas described below will be entitled to additional leave as mentioned:

- (a) State Emergencies

Employees who volunteer to assist the State Emergency Service during emergencies, and are released by the Company for that purpose, may be granted special leave on ordinary pay whilst engaged in these activities during normal working hours.

- (b) Fire Fighting

Employees who undertake fire fighting duties during an emergency as declared under Section 17 or Section 41F of the Bushfires Act may be granted special leave at ordinary pay for the time they are necessarily absent from duty on such emergency fire fighting activities.

(c) Military Duty

Employees who are members of the Defence Reserve Forces and whose military service is part time may be granted up to 15 working days special leave at ordinary pay during the leave year.

(d) Court Service - when an employee is summoned to be part of a jury or a witness at court.

Notice of court service shall be presented to the Company as soon as practicable.

During such leave of absence the employee shall be paid the difference between the court service fees received and the normal ordinary rate of pay as if working.

21. Anti-Discrimination

21.1 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.

21.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

21.3 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.

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

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti Discrimination Act* 1977;
- (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

21.5 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.

22. Union Membership Dues and Deduction

22.1 The union shall provide Murrumbidgee Irrigation with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.

22.2 The union shall advise the Murrumbidgee Irrigation of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the Murrumbidgee Irrigation at least one month in advance of the variation taking effect.

- 22.3 Subject to (a) and (b) above, the Murrumbidgee Irrigation shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the Murrumbidgee Irrigation to make such deductions.
- 22.4 Monies so deducted from an employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.

SCHEDULE 1

Classifications And Common Wage Points

General Construction Workers	
Classification	Common Wage Point Hourly Rate
Construction Worker Group 1 Camp and/or amenities attendant Fencer General Labourer - not otherwise classified Labourer - bending reinforcing steel Labourer - Planting, spraying and/or lopping trees Machineman's assistant Motor and/or pump attendant Tradesman's labourer - on construction work	32
Construction Worker Group 2 Crane chaser Erector structural steel Machineman and/or pneumatic pickman and or tamperman Powder monkey's assistant Storeman Concrete worker - including floater, form erector and/or stripper, jazzerman and/or tamperman, concrete cutting or drilling machine operator, kerb and/or gutter layer Labourer bending reinforcing steel to pattern or plan Labourer engaged spraying weeds and/or grasses with chemical weedicide; Spray Operator - Weedicide etc	38

Construction Worker Group 3 Augerman - pneumatic or electrically powered augers and/or timber boring machines Powder monkey Scaffolder (certificated) Wire rope splicer (not being a certificated rigger)	41
Concrete finisher Concrete kerb finisher and patcher (steel, wooden, rubber or mechanical trowel) Labourer placing and/or tack welding, reinforcing steel	
Construction Worker Group 4 Dogman Rigger (certificated) and wire rope splicer	43
Construction Worker - Other Sand blast operator Pipelayer and/or jointer Labourer - using hand trowels on cement or concrete channels	36 35 35

Labourer - using shovel for constructing cement channels - known as laying on	35
Labourers engaged in the erection and placement of steel wire mattresses	35
Labourers engaged in the erection and placement of steel wire box gabions	39
Youths	
At 15 years of age	2
At 16 years of age	4
At 17 years of age	9

The Common Wage Point Hourly Rate includes the Special Rate under Clause 4 (ii) of the General Construction (State) Award.

The following allowances shall be added to the hourly rates when applicable.

Distant Places: (Clause 5(v)(a) of the General Construction (State) Award)

All staff members working in districts west and north of and excluding State Highway No.17 from Tocumwal to Gilgandra, State Highway No.11 from Gilgandra to Tamworth, Trunk Road No.63 to Yetman and State Highway No.16 to Boggabilla up to the Western Division boundary and excluding the municipalities through which the road passes, shall be paid \$0.0995 per hour in addition to the Common Wage Point Hourly Rate.

First Aid: (Clause 27 of the General Construction (State) Award)

A staff member appointed by the Corporation to perform first aid duty shall be paid \$0.2120 per hour in addition to the Common Wage Point Hourly Rate.

Gangers	
Classification	Common Wage Point Hourly Rate
(i) Gangers in charge of a gang:	
(a) Up to 9 staff	47
(b) From 10 to 15 staff	50
(c) 16 staff or more	52

(ii) Where gangs include one or more major plant items (tractors, front or back end loaders, power graders) the following amounts shall be added to the weekly rate shown above:	
(a) up to 3 major plant items	\$13.20
(b) 4 to 5 major plant items	\$21.90
(c) 6 or more major plant items	\$35.20

The following allowances shall be added to the weekly rates when applicable.

Distant Places: (Clause 16 (i) of the Gangers (State) Award)

All staff members working in districts west and north of and excluding State Highway No.17 from Tocumwal to Gilgandra, State Highway No.11 from Gilgandra to Tamworth, Trunk Road No.63 to Yetman and State Highway No.16 to Boggabilla up to the Western Division boundary and excluding the municipalities through which the road passes, shall be paid \$8.00 per week in addition to the Common Wage Point Weekly Rate.

First Aid: (Clause 26 of the Gangers (State) Award)

A staff member appointed by the Corporation to perform first aid duty shall be paid \$10.30 per week in addition to the Common Wage Point Weekly Rate.

Plant Operators	
Classification	Common Wage Point Hourly Rate
(i) Mobile Crane	
Lifting capacity up to 5.1 tonnes	38
Lifting capacity > 5.1 up to 10.2	39
Lifting capacity > 10.2 up to 15.2	42
Lifting capacity > 15.2 up to 20.3	43
(ii) Excavator Operators	
Up to and including .57 cu m	41
Over .57 up to 1.53 cu m	43
Over 1.53 up to 3.06 cu m	46
Over 3.06 up to 5.35 cu m	48
Over 5.35 cu m	50
(iii) Grader Operators	
74.6 kw and under	42
Over 74.6 kw	44
(iv) Tractor Operators/ Loader Operators - Front End, Overhead, Backhoes -	
(a) Without Power Operated attachments	
(i) 48.5 kw and under	36
(ii) Over 48.5 kw	39
(b) Whilst using power operated attachments	
(i) 48.5 kw and under	39
(ii) Over 48.5 kw less than 97 kw	43
(iii) Over 97 kw less than 220 kw	44
(iv) Over 220 kw	46
(v) Forklift Operator	39
(vi) Coles Full circle Diesel Electric Crane	46
(vii) An operator appointed In Charge of Plant - the following amount shall be added to the appropriate weekly rate set out above	\$12.77

The following allowances shall be added to the weekly rates when applicable.

Distant Places: (Clause 11 (i) of the Plant Operators on Construction (PWD, WRC, etc.) Award)

All staff members working in districts west and north of and excluding State Highway No.17 from Tocumwal to Gilgandra, State Highway No.11 from Gilgandra to Tamworth, Trunk Road No.63 to Yetman and State Highway No.16 to Boggabilla up to the Western Division boundary and excluding the municipalities through which the road passes, shall be paid \$8.00 per week in addition to the Common Wage Point Weekly Rate.

First Aid: (Clause 25 (v) of the Plant Operators on Construction (PWD, WRC, etc.) Award)

A staff member appointed by the Corporation to perform first aid duty shall be paid \$1.96 per day in addition to the Common Wage Point Weekly Rate.

Skilled Trades	
Classification	Common

	Wage Point Hourly Rate
Bricklayer	41
Carpenter and/or Joiner	41
Electrical Fitter	48
Electrical Mechanic	48
Electrician in Charge of Plant having a capacity of 75 Kw or more	55
Electrician in Charge of Plant having a capacity of less than 75 Kw	50
Fitter	41
Machinist, First Class (Metal Trades)	41
Mechanical Tradesperson Special Class	47
Motor Mechanic	41
Painter	41
Plant Electrician	54
Plant Mechanic	41
Signwriter	44
Turner	41
Welder, Special Class	42
Welder, First Class	41
Apprentices	
Four Year Term -	
(I) 1st Year	1
2nd Year	2
3rd Year	11
4th Year	23

The following Tool Allowances shall be added to the weekly rates.

Bricklayer	\$16.00
Carpenter and/or Joiner	\$22.10
Electrical Fitter	\$11.60
Electrical Mechanic	\$11.60
Electrician in Charge of Plant having a capacity of 75 Kw or more	\$11.60
Electrician in Charge of Plant having a capacity of less than 75 Kw	\$11.60
Fitter	\$22.10
Machinist, First Class (Metal Trades)	\$22.10
Mechanical Tradesperson Special Class	\$22.10
Motor Mechanic	\$22.10
Painter	\$ 5.10
Plant Electrician	\$11.60
Plant Mechanic	\$22.10
Signwriter	\$ 5.10
Turner	\$22.10
Welder, Special Class	\$22.10
Welder, First Class	\$22.10

The following allowances shall be added to the weekly rates when applicable.

Distant Places: (Clause 5.3 of the Crown Employees (Skilled Trades) Award)

All staff members working in districts west and north of and excluding State Highway No.17 from Tocumwal to Gilgandra, State Highway No.11 from Gilgandra to Tamworth, Trunk Road No.63 to Yetman and State Highway No.16 to Boggabilla up to the Western Division boundary and excluding the municipalities through which the road passes, shall be paid \$8.00 per day in addition to the Common Wage Point Weekly Rate.

First Aid: (Clause 19.4 of the Crown Employees (Skilled Trades) Award)

Where a staff member is a qualified first aid attendant and is employed to carry out the duties of a qualified first aid attendant he/she shall be paid \$10.80 per week in addition to the Common Wage Point Weekly Rate.

Truck Drivers	
Classification	Common Wage Point Hourly Rate
(1) Drivers of Motor Wagons - having a manufacturer's gross vehicle mass in kilograms	
(a) Up to 2950	29
(b) Over 2950 and up to 4650	30
(c) Over 4650 and up to 7700	31
(d) Over 7700 and up to 10800	32
(e) Over 10800 and up to 13950	33
(f) Over 13950 and up to 15500	34
(g) Over 15500 and up to 21110	35
(h) Over 21100 and up to 25200	36
(i) Over 25200 and up to 30650	37
(j) Over 30650 and up to 33350	38
(k) Over 33350 and up to 38880	39
(l) Over 38800 and up to 42900	40
(m) Over 42900 and up to 45650	41
(2) Ancillary Plant Drivers	
Grade A up to 65 BHP	39
Grade B >65 BHP to 130 BHP	43
Grade C >130 BHP to 295 BHP	44
Grade D >295 BHP to 500 BHP	46
(3) Drivers of articulated vehicles the following amounts shall be added to the appropriate weekly rate	
(a) where the semi trailer has a single axle	\$29.75
(b) where the semi trailer has two axles	\$37.73
(c) where the semi trailer has more than two axles	\$44.68
(4) Drivers of trucks or articulated vehicles that together with the load exceeds the following dimensions shall have the following amounts added to the appropriate weekly rate	
(a) 2.9 m wide or 18.29 m long or 4.3 m high	\$29.10
(b) 3.36 m wide or 21.34 m long or 4.58 m high	\$54.55
(5) Staff appointed as Leading Hands shall have the following amount added to the appropriate weekly rate	\$28.09

The Common Wage Point Weekly Rate includes the Additional Wage Rate under Clause 2.6 of the Transport Industry (State) Award.

The following allowances shall be added to the weekly rates when applicable.

Distant Places: (not included in the Transport Industry (State) Award)

All staff members working in districts west and north of and excluding State Highway No.17 from Tocumwal to Gilgandra, State Highway No.11 from Gilgandra to Tamworth, Trunk Road No.63 to Yetman and State Highway No.16 to Boggabilla up to the Western Division boundary and excluding the municipalities through which the road passes, shall be paid \$3.50 per week in addition to the Common Wage Point Weekly Rate.

First Aid: (Clause 2.16 of the Transport Industry (State) Award)

A staff member appointed by the Corporation to perform first aid duty shall be paid \$1.98 per day in addition to the Common Wage Point Weekly Rate.

SCHEDULE 2

CLASSIFICATIONS AND COMMON SALARY POINTS

Executive Services	
Classification	Common Salary Point Annual Rate
Policy Officer	
1st year	101
thereafter	104
Secretary to Chief Executive Officer, Executive Secretary	
1st year	52
thereafter	55

SCHEDULE 3

CLASSIFICATIONS AND COMMON SALARY POINTS

Operations	
Classification	Common Salary Point Annual Rate
1. Channel Attendant	
Grade 1	
1st year	36
thereafter	43

Grade 2	
1st year	55
2nd year	59
thereafter	62
2. Planner	
1st year	67
thereafter	71
3. Senior Channel Attendant	
1st year	74
thereafter	77
4. Senior Operations Officer	
1st year	74
thereafter	77
5. Operations Manager	
1st year	90
2nd year	93
thereafter	99

The above rates cover payment for all time worked including work performed on Saturdays, Sundays and Public Holidays including Bank Holiday.

SCHEDULE 4

CLASSIFICATIONS AND COMMON SALARY POINTS

Administration	
Classification	Common Salary Point Annual Rate
1. Administration Officers General Scale 1st year or at 18 years age 2nd year 3rd year or at 21 years age 4th year 5th year 6th year 7th year 8th year 9th year 10th year Grade 1 1st year therea fter	 7 11 17 20 23 25 28 32 36 40 46 49
Grade 2 1st year therea fter Grade 3 1st year therea fter Grade 4 1st year therea fter	 52 55 58 61 64 67
Grade 5 1st year therea fter Grade 6 1st year therea fter Grade 7 1st year therea fter Grade 8 1st year therea fter Grade 9 1st year therea fter Grade 10 1st year therea fter Grade 11	 75 78 82 85 88 91 95 98 101 104 108 111

1st year	116
therea fter	120
Grade 12	
1st year	126
therea fter	130

Professional	
	Common Salary Point Annual Rate
1. Engineer	
Grade 1	46
2 nd year (Graduate commencing rate)	50
3 rd year	56
4 th year	63
5 th year	70
6 th year	76
Grade 2	
1 st year	82
2 nd year	86
3 rd year	89
therea fter	92
Grade 3	
1 st year	97
2 nd year	100
3 rd year	104
therea fter	107
Grade 4	
1st year	112
2nd year	115
therea fter	117
Grade 5	
1st year	121
therea fter	123
Grade 6	
1st year	125
therea fter	127
2. Engineering Assistants, Field Officers,	
Cadet/Trainee	
1st year	8
2nd year	11
3rd year	17
4th year	25
5th year	32
therea fter	37
Staff employed as Cadets/Trainees who undertake a course approved by the Corporation shall upon obtaining qualification in the approved course of study be advanced to the 1st year of the General Scale.	
General Scale	
1st year	37
2nd year	44

3rd year	51
4th year	58
5th year	64
therea fter	71
Grade 1	
1st year	72
2nd year	75
3rd year	78
therea fter	81
Grade 2	
1st year	85
therea fter	87
Grade 3	
1st year	90
therea fter	95
Grade 4	
1st year	99
therea fter	102
Grade 5	
1st year	108
therea fter	111
Grade 6	
1st year	116
therea fter	121

3. Other Professional Officers	
Grade 1	46
1st year	50
2nd year	56
3rd year	63
4th year	70
5th year	76
therea fter	
Grade 2	
1st year	81
2nd year	84
3rd year	87
therea fter	91
Grade 3	
1st year	95
2nd year	98
3rd year	100
therea fter	104
Grade 4	
1st year	108
therea fter	110
Grade 5	
1st year	114
therea fter	116

Grade 6	
1st year	119
therea fter	121
Grade 7	
1st year	124
therea fter	126
Grade 8	
1st year	129
therea fter	130

SCHEDULE 5

Classifications and Common Salary Points

Works	
Classification	Common Salary Point Annual Rate
1. Overseer	
Grade 1	60
Grade 2	61
Grade 3	65
Grade 4	73
Grade 5	77
2. Works Manager	
1st year	90
2nd year	93
therea fter	99

Murrumbidgee Irrigation Common Salary Scale Development										
Pay Scale as at 2004 review	Wages			Integrate Wages & Salaries			Add Substantive Allowances			
Position	CWP 1-101	Ann \$ No All'ce @ July 02	Ann \$ No All'ce @ July 03	CSP 1-130	Ann \$ @ July 02	Ann \$ @ July 03	Integrated CWP \$ to CSP \$ @ July 03	Diff	Staff #	Transfer Cost
Apprentice Metal Trades Year 1	1	15356	16295	1	15524	16463	16463	168		0
Apprentice Metal Trades Year 2	2	19964	20903	6	20707	21646	21646	743	1	743
Cadet Year 1				8	23412	24351	24351	0		0
Apprentice Metal Trades Year 3	11	25354	26293	10	26164	27103	27103	810	1	810
Cadet Year 2				11	26397	27336	27336	0		0
Cadet Year 3				17	28389	29328	29328	0		0
Apprentice Metal Trades Year 4	23	29126	30065	20	29143	30082	30082	17	1	17
Cadet Year 4				25	30879	31818	31818	0		0
Maintenance Man in Channels	29	31098	32038	26	31123	32062	32062	24		0
Cadet Year 5				28	32766	33705	33705	0		0
Maintenance Worker	31	31605	32544	28	31625	32564	32564	20		0
Truck driver <10800 kg	32	31933	32872	29	31944	32883	32883	11		0
Truck Driver <15500 kg	34	32455	33394	31	32459	33398	33398	4	1	4
Pipelayer	35	32747	33686	32	32766	33705	33705	19		0
Truck driver <22500 kg	36	33019	33958	33	33025	33964	33964	6	2	12
Low Loader Driver Griffith	37	33321	34260	34	33329	34268	34268	8	1	8
Low Loader Driver Leeton	37	33321	34260	34	33329	34268	34268	8		0
Labourer Group 2	38	33577	34516	35	33593	34532	34532	16	11	176

Channel; Attendant Grade 1 Year 1				36	33924	34863	34863	0		0
Crane Operator <10.2 tonne	39	33906	34845	36	33924	34863	34863	18		0
Tractor Operator <48.5 kW POA	39	33906	34845	36	33924	34863	34863	18		0
Cadet Year 6				37	34242	35181	35181	0		0
Engineering Assistant General Scale Year 1				37	34242	35181	35181	0		0
Labourer Tack Welding	41	34506	35445	38	34520	35459	35459	14		0
Crane Operator >15.2 tonne	42	34861	35800	39	34869	35808	35808	8	1	8
Labourer Group 4	43	35137	36076	40	35150	36089	36089	13	1	13
Tractor Operator 48.5 - 97 kW POA	43	35137	36076	40	35150	36089	36089	13	8	104
Excavator Operator .57 - 1.53 m3	43	35137	36076	40	35150	36089	36089	13	5	65
Clerk General Scale Year10				40	35150	36089	36089	0		0
Ancillary Plant Operator	44	35528	36468	41	35535	36474	36474	6	2	12
Tractor Operator 97 - 220 kW POA	44	35528	36468	41	35535	36474	36474	6	4	24
Grader Operator >74.6 kW	44	35528	36468	41	35535	36474	36474	6		0
Painter	41	34506	35445	38	34520	35459	35459	14	1	14
Bricklayer	41	34506	35445	38	34520	35459	35459	14		0
Welder First Class	41	34506	35445	38	34520	35459	35459	14	2	28
Carpenter	41	34506	35445	38	34520	35459	35459	14	3	42
Motor Mechanic	41	34506	35445	38	34520	35459	35459	14	4	56
Welder Special Class	42	34861	35800	39	34869	35808	35808	8	2	16
Sign writer	44	35528	36468	41	35535	36474	36474	6		0

Channel Attendant Grade 1 Year 2				43	36156	37095	37095	0	2	0
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Ganger	47	36405	37344	44	36418	37357	37357	13	8	104
Mechanical Tradesperson Special Class	47	36405	37344	44	36418	37357	37357	13		0
Engineering Assistant General Scale Year 2				44	36418	37357	37357	0		0
Clerk Grade 1 Year 1				46	37042	37981	37981	0	7	0
Engineer Grade 1 Year 1				46	37042	37981	37981	0		0
DPO Grade 1 Year 1				46	37042	37981	37981	0		0
CSP 48				48			38667		1	
Clerk Grade 1 Year 2				49	38108	39047	39047	0		0
Engineer Grade 1 Year 2				50	38469	39408	39408	0		0
DPO Grade 1 Year 2				50	38469	39408	39408	0		0
Ganger in Charge	54	38758	39697	51	38763	39702	39702	5	2	10
Plant Electrician A License	54	38758	39697	51	38763	39702	39702	5		0
Engineering Assistant General Scale Year 3				51	38763	39702	39702	0		0
MPO General Scale Year 3				51	38763	39702	39702	0		0
Clerk Grade 2 Year 1				52	39149	40088	40088	0		0
Channel Attendant Grade 2 Year 1				55	40200	41139	41139	0	9	0
Clerk Grade 2 Year 2				55	40200	41139	41139	0	4	0
Engineer Grade 1 Year 3				56	40572	41511	41511	0		0
DPO Grade 1 Year 3				56	40572	41511	41511	0		0
Clerk Grade 3 Year 1				58	41319	42258	42258	0	3	0
MPO General Scale Year 4				58	41319	42258	42258	0	1	0
Channel Attendant Grade 2 Year 2 & CSP 59				59	41741	42680	42680	0	3	0
Overseer Grade 1				60	42123	43062	43062	0		0

CSP 61 - Leeton Storeperson				61	42540	43479	43479	0	1	0
Clerk Grade 3 Year 2				61	42540	43479	43479	0	2	0
Channel Attendant Grade 2										

Year 3										
Engineer Grade 1 Year 4				62	42934	43873	43873	0	36	0
DPO Grade 1 Year 4				63	43428	44367	44367	0		0
Clerk Grade 4 Year 1				63	43428	44367	44367	0		0
Engineering Assistant				64	43847	44786	44786	0		0
General Scale Year 5				64	43847	44786	44786	0	1	0
Overseer Grade 3										\$ 2,266
CSP 65 - Irrigation				65	44205	45144	45144	0	1	0
Electrician										
Planner Year 1				65			45144	0	1	0
				67	45168	46107	46107	0		0
Clerk Grade 4 Year 2										
Engineer Grade 1 Year 5				67	45168	46107	46107	0	4	0
DPO Grade 1 Year 5				70	46450	47389	47389	0		0
CSP 70 - Energy				70	46450	47389	47389	0	1	0
Coordinator & Overseer										
Engineering Assistant				70	46450	47389	47389	0	2	0
General Scale Year 6										
Planner Year 2				71	46909	47848	47848	0	1	0
Engineering Assistant				71	46909	47848	47848	0	2	0
Grade 1 Year 1 & CSP 72										
				72	47302	48241	48241	0		0
Overseer Grade 4										
Area Supervisor Year 1				73	47783	48722	48722	0		0
				74	48157	49096	49096	0		0
Clerk Grade 5 Year 1 & CSP 75										
Engineering Assistant				75	48634	49573	49573	0		0
Grade 1 Year 2										
Engineer Grade 1 Year 6				75	48634	49573	49573	0		0
DPO Grade 1 Year 6				76	49159	50098	50098	0	1	0
Overseer Grade 5				76	49159	50098	50098	0	1	0
Area Supervisor Year 2				77	49576	50515	50515	0		0
Clerk Grade 5 Year 2 & CSP 78				78	50144	51083	51083	0		0
Engineering Assistant										

Grade 1 Year 3				78	50144	51083	51083	0	1	0
CSP 78 - Overseers				78			51083	0	3	0
CSP 80 - Overseers				80			52016	0	2	0
CSP 81 - DPO				81			52468		1	
Engineering Assistant				81	51529	52468	52468	0	3	0
Grade 1 Year 4				81	51529	52468	52468	0	1	0
MPO Grade 1 Year 4				81	51529	52468	52468	0		0
DPO Grade 2 Year 1										
Clerk Grade 6 Year 1				82	52077	53016	53016	0	1	0
Engineer Grade 2 Year 1				82	52077	53016	53016	0	1	0
DPO Grade 2 Year 2				84	53033	53972	53972	0	1	0
Clerk Grade 6 Year 2				85	53581	54520	54520	0	4	0
Engineering Assistant										
Grade 2 Year 1				85	53581	54520	54520	0		0
Engineer Grade 2 Year 2				86	54052	54991	54991	0		0
Engineering Assistant										
Grade 2 Year 2				87	54625	55564	55564	0	1	0
DPO Grade 2 Year 3				87	54625	55564	55564	0	1	0
Clerk Grade 7 Year 1				88	55162	56101	56101	0	1	0
Engineer Grade 2 Year 3				89	55709	56648	56648	0		0
Engineering Assistant										
Grade 3 Year 1				90	56253	57192	57192	0		0
Clerk Grade 7 Year 2				91	56789	57728	57728	0	2	0
DPO Grade 2 Year 4				91	56789	57728	57728	0	1	0
Engineer Grade 2 Year 4				92	57306	58245	58245	0	1	0
Clerk Grade 8 Year 1				95	59122	60061	60061	0		0
Engineering Assistant										
Grade 3 Year 2				95	59122	60061	60061	0		0
DPO Grade 3 Year 1				95	59122	60061	60061	0	1	0
Engineer Grade 3 Year 1				97	60323	61262	61262	0		0
Clerk Grade 8 Year 2				98	60976	61915	61915	0	1	0
DPO Grade 3 Year 2				98	60976	61915	61915	0		0

Engineering Assistant Grade 4 Year 1				99	61554	62493	62493	0		0
Engineer Grade 3 Year 2				100	62175	63114	63114	0	1	0
DPO Grade3 Year 3 & CSP 100				100	62175	63114	63114	0	2	0
Clerk Grade 9 Year 1				101	62769	63708	63708	0		0
Engineering Assistant Grade 4 Year 2				102	63364	64303	64303	0		0
Clerk Grade 9 Year 2				104	64513	65452	65452	0		0
Engineer Grade 3 Year 3				104	64513	65452	65452	0		0
DPO Grade 3 Year 4				104	64513	65452	65452	0		0
CSP 105							66101	0	1	0
Engineer Grade 3 Year 4				107	66464	67403	67403	0	1	0
Clerk Grade 10 Year 1				108	67116	68055	68055	0		0
Engineering Assistant Grade 5 Year 1				108	67116	68055	68055	0		0
DPO Grade 4 Year 1				108	67116	68055	68055	0		0
DPO Grade 4 Year 2 & CSP 110				110	68430	69369	69369	0	1	0
Clerk Grade 10 Year 2				111	69092	70031	70031	0		0
Engineering Assistant Grade 5 Year 2				111	69092	70031	70031	0		0
Engineer Grade 4 Year 1				112	69756	70695	70695	0		0
DPO Grade 5 Year 1				114	71085	72024	72024	0		0
Engineer Grade 4 Year 2 & CSP 115				115	71781	72720	72720	0	2	0
Clerk Grade 11 Year 1				116	72477	73416	73416	0		0
Engineering Assistant Grade 6 Year 1				116	72477	73416	73416	0		0

DPO Grade 5 Year 2				116	72477	73416	73416	0		0
Engineer Grade 4 year 3				117	79193	74132	74132	0		0
DPO Grade 6 Year 1				119	74712	75651	75651	0		0
Clerk Grade 11 Year 2 & CSP 120				120	75518	76457	76457	0		0
Engineer Grade 5 Year 1				121	76160	77099	77099	0		0
Engineering Assistant				121	76160	77099	77099	0		0
Grade 6 Year 2				121	76160	77099	77099	0		0
DPO Grade 6 Year 2				121	76160	77099	77099	0		0
Engineer Grade 5 Year 2				123	77643	78582	78582	0		0
DPO Grade 7 Year 1				124	78490	79429	79429	0		0
										188

Position	DPA	Exam	Tool	A Lic	Clause 3	(6a) Div (F)	Total	New Salary With All'ces	New 38hr Week Salary	New Pay Scale \$	Pay Scale Ref
Apprentice Metal Trades Year 1	208		983				1191	17654	17654		A1
Apprentice Metal Trades Year 2	208	52	983				1243	22889	22889		A2
Cadet Year 1								24351			A2
Apprentice Metal Trades Year 3	208	104	983				1295	28398	28398		A3
Cadet Year 2								27336			A3
Cadet Year 3								29328			A4
Apprentice Metal Trades Year 4	208	156	983				1347	31429	31429		A4

Cadet Year 4								31818			A5
Maintenance Man in Channels	208						208	32270	32270		A5

Cadet Year 5							33705			A6
Maintenance Worker	208					208	32772			A6
Truck driver <10800 kg	208					208	33091	33091		A6
Truck Driver <15500 kg	208					208	33606			B1
Pipelayer	208					208	33913			B1
Truck driver <22500 kg	208					208	34172			B1
Low Loader Driver Griffith	208				1357	1565	35833			B1
Low Loader Driver Leeton	208				1357	2226	3791			B1
Labourer Group 2 Channel; Attendant	208					208	34740	34740		B1
Grade 1 Year 1							34863			B1
Crane Operator <10.2 tonne	208					208	35071			B1
Tractor Operator <48.5 kW POA	208					208	35071			B1
Cadet Year 6							35181			B2
Engineering Assistant										
General Scale Year 1							35181			B2
Labourer Tack Welding	208					208	35667	35667		B2
Crane Operator >15.2 tonne	208					208	36016			B3
Labourer Group 4	208					208	36297			B3
Tractor Operator 48.5 - 97 kW POA	208					208	36297			B3
Excavator Operator .57 - 1.53 m3	208					208	36297	36297		B3
Clerk General Scale Year 10							36089			B3
Ancillary Plant Operator	208					208	36682			B3
Tractor Operator 97 - 220 kW POA	208					208	36682			B3
Grader Operator >74.6 kW	208					208	36682			B3

Painter	208		239				447	35906			B4
Bricklayer	208		702				910	36369			B4
Welder First Class	208		983				1191	36650			B4
Carpenter	208		983				1191	36650			B4
Motor Mechanic	208		983				1191	36650			B4
Welder Special Class	208		983				1191	36999	36999		B4
Signwriter	208		239				447	36921			B4
Channel Attendant Grade 1								37095			B5
Year 2	208						208	37565	37565		B5
Ganger											
Mechanical Tradesperson											
Special Class	208		983				1191	38548			B5
Engineering Assistant											
General Scale Year 2								37357			B5
Clerk Grade 1 Year 1								37981			B5
Engineer Grade 1 Year 1								37981			B5
DPO Grade 1 Year 1								37981			B5
CSP 48											
Clerk Grade 1 Year 2								39047			B6
Engineer Grade 1 Year 2								39408			B6
DPO Grade 1 Year 2								39408			B6
Ganger in Charge	208						208	39910	39910		B6
Plant Electrician A License											
Engineering Assistant	208		562	1378			2148	41850			C1
General Scale Year 3								39702			C1
MPO General Scale Year 3											
Clerk Grade 2 Year 1								39702			C1
Channel Attendant Grade 2								40088			C1
Year 1											
Clerk Grade2 Year 2								41139	41139		C1
Engineer Grade 1 Year 3								41139			C1
DPO Grade 1 Year 3								41511			C1
Clerk Grade 3 Year 1								42258			C2
MPO General Scale											
Year 4								42258			C2
Channel Attendant Grade 2											

Year 2 & CSP 59								42680	42680		C2
Overseer Grade 1								43062			C2
CSP 61 - Leeton Storeperson											
Clerk Grade 3 Year 2								43479			C3
Channel Attendant Grade 2								43479			C3
Year 3											
Engineer Grade 1 Year 4								43873	43873		C3
DPO Grade 1 Year 4								44367			C3
Clerk Grade 4 Year 1								44367			C3
Engineering Assistant								44786			C3
General Scale Year 5								44786			C3
Overseer Grade 3											
CSP 65 - Irrigation								45144			C4
Services Electrician											
Planner Year 1								45144	45144		C4
								46107			C4
Clerk Grade 4 Year 2											
Engineer Grade 1 Year 5								46107			C5
DPO Grade 1 Year 5								47389			C5
CSP 70 - Energy								47389			C5
Coordinator & Overseer											
Engineering Assistant								47389	47389		C5
General Scale Year 6											
Planner Year 2								47848			C5
Engineering Assistant								47848			C5
Grade 1 Year 1 & CSP 72											
								48241			C5
Overseer Grade 4											
Area Supervisor Year 1								48722			C6

Clerk Grade 5 Year 1 & CSP 75								49573			D1
Engineering Assistant											
Grade 1 Year 2								49573			D1
Engineer Grade 1 Year 6								50098			D1

DPO Grade 1 Year 6								50098			D1
Overseer Grade 5								50515			D1
Area Supervisor Year 2								50515	50515		D1
Clerk Grade 5 Year 2 & CSP 78								51083			D1
Engineering Assistant Grade 1 Year 3								51083			D1
CSP 78 - Overseers								51083			D1
CSP 80 - Overseers								52016			D2
CSP 81 - DPO								52468			D2
Engineering Assistant Grade 1 Year 4								52468			D2
MPO Grade 1 Year 4								52468			D2
DPO Grade 2 Year 1								52468	52468		D2
Clerk Grade 6 Year 1								53016			D3
Engineer Grade 2 Year 1								53016			D3
DPO Grade 2 Year 2								53972	53972		D3
Clerk Grade 6 Year 2								54520			D4
Engineering Assistant Grade 2 Year 1								54520			D4
Engineer Grade 2 Year 2								54991			D4
Engineering Assistant Grade 2 Year 2								55564			D4
DPO Grade 2 Year 3								55564	55564		D4
Clerk Grade 7 Year 1								56101			D5
Engineer Grade 2 Year 3								56648	56648		D5
Engineering Assistant Grade 3 Year 1								57192			D5
Clerk Grade 7 Year 2								57728			D6
DPO Grade 2 Year 4								57728			D6
Engineer Grade 2 Year 4								58245	58245		D6
Clerk Grade 8 Year 1								60061			E1

Engineering Assistant Grade 3 Year 2 DPO Grade 3 Year 1								60061 60061	60061		E1 E1
Engineer Grade 3 Year 1 Clerk Grade 8 Year 2 DPO Grade 3 Year 2 Engineering Assistant Grade 4 Year 1								61262 61915 61915	61915		E2 E2 E2
Engineer Grade 3 Year 2 DPO Grade 3 Year 3 & CSP 100 Clerk Grade 9 Year 1								62493 63114 63114			E2 E3 E3
Engineering Assistant Grade 4 Year 2 Clerk Grade 9 Year 2 Engineer Grade 3 Year 3 DPO Grade 3 Year 4								63708 64303 65452 65452 65452	63708 65452		E3 E4 E4 E4
CSP 105											
Engineer Grade 3 Year 4								67403	67403		E5
Clerk Grade 10 Year 1 Engineering Assistant Grade 5 Year 1 DPO Grade 4 Year 1								68055 68055 68055			E6 E6 E6
DPO Grade 4 Year 2 & CSP 110								69369	69369		F1
Clerk Grade 10 Year 2 Engineering Assistant Grade 5 Year 2 Engineer Grade 4 Year 1								70031 70031 70695	70695		F2 F2 F2
DPO Grade 5 Year 1								72024			F3

Engineer Grade 4 Year 2 & CSP 115								72720	72720		F3
Clerk Grade 11 Year 1								73416			F4
Engineering Assistant Grade 6 Year 1								73416			F4
DPO Grade 5 Year 2								73416			F4
Engineer Grade 4 year 3								74132	74132		F4
DPO Grade 6 Year 1								75651			F5
Clerk Grade 11 Year 2 & CSP 120								76457			F5
Engineer Grade 5 Year 1								77099			F5
Engineering Assistant Grade 6 Year 2								77099			F5
DPO Grade 6 Year 2								77099	77099		F5
Engineer Grade 5 Year 2								78582			F6
DPO Grade 7 Year 1								79429	79429		F6

J. P. GRAYSON *D.P.*

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(1151)

SERIAL C2906**MURRAY IRRIGATION LIMITED CONSENT AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1761 of 2004)

Before Mr Deputy President Grayson

8 July 2004

REVIEWED AWARD**Arrangement**

Clause No. Subject Matter

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PART A

FORMALITIES OF AWARD

1. Title

This award shall be known as the Murray Irrigation Limited Consent Award 2004.

2. Scope, Application and Parties Bound

- 2.1 This award provides for the employment arrangements for employees of Murray Irrigation Limited ("MIL").
- 2.2 This award binds MIL and each person employed from time to time by MIL in a capacity covered by this award as per classifications as set out in Part H - Monetary Rates, The AWU-FIME Amalgamated Union, New South Wales; the Transport Workers' Union of Australia, New South Wales Branch; the Construction, Forestry, Mining and Energy Union of Australia, New South Wales Branch; and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

3. Objectives

The parties agree that the objectives of the award are:

- 3.1 To set the employment relationship between MIL and its employees.
- 3.2 The parties to this award are committed to the provision of cost-effective services to the irrigators of Murray Irrigation. As such, the parties recognise the need for a viable, efficient organisation with a sustainable capacity to provide cost-efficient irrigation and related services to the rural community on which it will depend for its revenue and the need to provide stable, secure, long-term employment.
- 3.3 This award facilitates as much flexibility in the day to day work of the organisation to meet the fundamental objectives outlined and to maximise operational efficiency, as well as to take account of the seasonality of work in the business of MIL.

4. Date and Period of Operation

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and replaces the Murray Irrigation Limited Consent Award 1996 published 12 April 2002 (332 I.G. 849), and all variations thereof.

The award published 12 April 2002 took effect from the beginning of the first pay period to commence on or after 14 June 2001.

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 Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (308 I.G. 307) take effect on and from 22 June 2004.

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

5. Relationship to Previous Awards

The award published 12 April 2002 rescinded and replaced the Crown Employees (Mechanical Inspectors - Water Resources Commission) (Salaries) Award published 8 October 1986 (243 I.G. 107), as varied, the Crown Employees (Overtime) Award published 12 February 1986 (240 I.G. 661), as varied, the Crown Employees (Public Service General Division Staff Salaries) Award published 18 February 1981 (220 I.G. 1006), as varied, and the Crown Employees (Department of Water Resources, General Miscellaneous Salaries) Award published 12 January 1990 (254 I.G. 121), as varied, relating to employment in the industries and/or the industrial pursuits governed by this award, but no right, obligation or liability incurred under previous awards shall be affected by such rescissions.

6. New Positions

New positions created by the changing requirements of the organisation will be appropriately classified in accordance with this award, reflecting the skills and responsibilities associated with the position.

7. Award to be Displayed

This award will be displayed and individual copies made available on request to all employees covered by this award.

8. Joint Consultative Committee

- 8.1 The existing Consultative Committee will continue to be an integral part of the organisation of work of MIL. For this reason, it is imperative that members of the Committee act positively to resolve matters of mutual interest and that they carry out their duties in a responsible and timely manner.
- 8.2 Upon agreement and registration, the Committee will meet to determine regularity of future meetings and representation.
- 8.3 The Committee shall have not less than six employee representatives or less than three management representatives.

- 8.4 It is intended that the Consultative Committee will not take over the role of the existing or future workplace safety committees.

9. Definitions

"MIL" - means the employer, Murray Irrigation Limited, or the employer's nominee, representative, and can mean a manager, a works supervisor or other person nominated by the General Manager to represent the employer.

"General Manager" - the General Manager of MIL or the authorised person acting in the position.

"Traumatic Illness or Injury" - injury/illness disabling the employee from work.

"Accredited Official of the Union" - an official of a Union which is party to this award who has members working for MIL.

"MIL's Premises" - means the property or properties owned, leased or controlled by MIL.

"Extreme Seasonal Variation" - seasonal conditions having significant effect on the income and/or operations of the business through extremes of rainfall, drought, flooding or other factors clearly beyond the control of MIL.

"Fraudulent Claims" - dishonest or deceptive claims relating to any claim(s) made for leave, etc., where the eligibility for the claim(s) has not been met.

"Consultative Committee" - a committee formed representing management and employees to assist in the resolution of disputes, the implementation of workplace arrangements and to enhance productivity and the workplace environment.

"Salary" - means the ordinary-time rate of pay for the employee concerned.

"Engagement" - for the purposes of clause 17, Casual Employees, shall be deemed to be the period(s) for which MIL notifies the employee that he or she is so required to attend on any one day. Provided that, subject to Part C - Remuneration, each period of engagement shall stand alone.

"Traineeship" - is a system comprising structured on-the-job training and may include off-the-job training in a recognised and relevant training institution.

"Act" - means the *Industrial Relations Act 1996*.

"Commission" - means the Industrial Relations Commission of New South Wales.

"DIPNR" - means the Department of Infrastructure, Planning and Natural Resources and its predecessors.

PART B

CLASSIFICATION AND CAREER PROGRESSION

10. Skills and Classifications

- 10.1 Performance of Duties - Subject to this award, employees are expected to perform and will be paid for those duties for which they are employed and which are within their competence to perform safely. All employees must be fit and able to carry out the work they perform. Employees required to work in or near the water distribution system must have documentary evidence to prove their ability to swim. Where the work requires it, employees must hold a current driver's licence.

- 10.2 Skills and Classifications - Classifications at the commencement of this award shall relate to the responsibilities, skills and range of tasks performed by the employee as outlined in the appropriate Table in Part H - Monetary Rates.
- 10.3 Review of Skills, Responsibilities and Performance - The parties agree that reviews of the skills, responsibilities, performance and classifications may be conducted by the parties from time to time. Should an employee not agree with the outcome of such a review or the employee considers that there are grounds for a review, appeals based on skills, responsibility and flexibility shall, in the first instance, be by representation to the General Manager at any time.
- 10.4 Acting Up in Another Position - Where an employee is instructed to act in a more senior position for more than three days, an allowance equal to the salary difference shall be paid for the period the employee so acts. This allowance will be paid only with both prior approval for the task to be undertaken and paid.
- 10.5 Careers and Multi-skilling -
- 10.5.1 In accordance with the provisions of this award, employees shall be required to perform a variety of tasks associated with the responsibilities, customer services and the efficient delivery of services of MIL. A job description for each position outlining skills and responsibilities will be made available to staff.
- 10.5.2 The skills structure determines career path options for employees and staff training shall be directed at ensuring reasonable opportunity and access to better paid and more fulfilling jobs for employees.
- 10.5.3 Employees' duties shall focus on the efficient delivery of services to customers and employees shall not be restricted from involvement (at the level of their ability) in tasks other than their usual duties as determined by MIL, provided they have appropriate skills and qualifications.
- 10.6 Commitment to Review and Develop Career Paths -
- 10.6.1 Consistent with the commitment to develop new classification scales, the parties commit to co-operate in the development of new and improved career paths which complement the skills, tasks and responsibilities associated with the provision of the best possible customer service and efficient delivery of services.
- 10.6.2 The career paths will reflect the need for flexibility, progressive development of skills, multi-skilling and the performance of incidental and peripheral work.
- 10.7 Workplace Modernisation -
- 10.7.1 The parties are committed to a continuous process of modernising the workplace to ensure a high level of customer satisfaction, more flexible working arrangements, enhanced skills and job satisfaction.
- 10.7.2 The parties commit themselves to the following principles:
- 10.7.2.1 Acceptance that the work of individuals will be more broadly based and generic in nature, incorporating the ability for an employee to perform a wider range of duties which are incidental or peripheral to their main task or function.
- 10.7.2.2 Subject to agreement by management, employees will undertake training for the wider range and higher level duties. This will lead to access to higher pay when performing those more skilled jobs.
- 10.7.2.3 The parties will not create barriers to advancement of employees within the skills structure or through access to training.

10.8 Introduction of Change (Technological or Other) -**10.8.1 It is MIL's duty to notify:**

- 10.8.1.1 Where MIL is reasonably sure that it will be necessary to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, MIL shall notify the employees and their union representatives who may be affected by the proposed changes.
- 10.8.1.2 "Significant Effects" include termination of employment, major changes in the composition, operation or size of MIL's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for training or transfer of employees to other work or locations and the restructuring of jobs, provided that where this award makes provisions for alteration of any of the matters referred to herein, they shall be deemed not to have significant effect.

10.8.2 Discussion of Change:

- 10.8.2.1 MIL shall discuss with the employees affected and their representative the introduction of the changes referred to in subparagraph 10.8.1.1 of paragraph 10.8.1 of this subclause, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees.
- 10.8.2.2 The discussions shall commence as early as practicable after a definite decision has been made by MIL to make the changes referred to in subparagraph 10.8.1.1 of paragraph 10.8.1 of this subclause.
- 10.8.2.3 For the purpose of such discussion, MIL shall provide in writing to all the employees concerned 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 MIL shall not be required to disclose confidential information, the disclosure of which would be detrimental to MIL's interest.

10.9 Channel Attendants - Other particular water distribution staff arrangements, such as rostered work, are contained in Schedule A.**11. Labour Flexibility**

- 11.1 As an ongoing process for improvement in productivity and efficiency, consultation shall continue to take place at the workplace level to provide more flexible working arrangements, improvements in the quality of working life, enhancement of skills, training and job satisfaction, and positive assistance in the restructuring process and to encourage consultative mechanisms across the workplace for all employees.
- 11.2 The terms of any proposed arrangement reached between MIL and employee(s) shall, after due processing, substitute for the provisions of this award to the extent that they are contrary, provided that:
 - 11.2.1 a majority of employees affected and their representatives agree;
 - 11.2.2 such arrangement is consistent with the current wage fixing principles;
 - 11.2.3 the terms of the arrangement are committed in writing, signed by MIL and the employee(s) affected, or their duly authorised representative, and such document shall be treated as a part of this award and equally enforceable.
- 11.3 Such workplace arrangements shall be processed as follows:

- 11.3.1 All employees and their representatives will be provided with the current prescriptions that apply and the proposed alterations.
- 11.3.2 Where an arrangement is agreed between MIL and the employees and their authorised representative, such arrangement shall be committed to writing.
- 11.3.3 Where the arrangement is agreed between MIL and a majority of permanent employees and their representatives under this award, such arrangements shall be committed to writing.
- 11.3.4 Any employee may raise an issue for discussion and this should be processed through the consultative committee.
- 11.4 The arrangement shall be signed by MIL, or MIL's duly authorised representative, and the employees or their authorised representative with whom agreement was reached.
- 11.5 Such arrangement, when approved, shall be issued on the request of each employee affected.

PART C

REMUNERATION

12. Pay Increases

- 12.1 Pay increases will apply as a consequence of this award.
- 12.2 Weekly Pay Rates -
 - 12.2.1 The weekly pay rates for the relevant classifications are set out in Part H - Monetary Rates, and calculated using the following principles:
 - 12.1.2.1 Payment for two extra hours worked at time and a half each week.
 - 12.1.2.2 Consideration of adjustments payable under the State Wage Case 2001, the State Wage Case 2002, the State Wage Case 2003 and the State Wage Case 2004. These adjustments may be offset against any equivalent overaward payments, and/or award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
- 12.3 Entry Level Employees - The entry rate for future entry employees not otherwise classified and not possessing the skills and experience for another classification will be based on the entry level, i.e., General Construction Grade 1.
- 12.4 Salary sacrifice - Opportunities for employee-initiated salary sacrifice for superannuation and other benefits are available within the scope of this award.

13. Allowances

- 13.1 Expenses Incurred by Employees in the Conduct of their Duties -
 - 13.1.1 All reasonable expenses incurred by staff in the carrying out of the work of MIL, other than those normally incurred by an employee, shall be reimbursed within seven working days of submission of invoice. Allowance in advance for significant costs will be available but must be approved by the General Manager.

13.1.2 Such reasonable expenses may include necessary materials, tools, accommodation and reasonable meals that can be demonstrated as essential for the work.

13.1.3 Where employees are required to be accommodated overnight in the course of their work away from their normal location, the general standard of accommodation should be three star, provided that the level of accommodation is available and further provided that prior approval is granted for that travel and accommodation.

13.2 Allowances in Addition to the Salary Rate -

13.2.1 A skill-based allowance specifically for the use of sprays and chemicals will be paid per day (or part thereof) as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part H - Monetary Rates, while the employee is employed in a spray crew.

13.2.2 A first-aid allowance per day as set out in Item 2 of the said Table 2 shall apply to one member of each work crew.

14. Performance Rewards

Where applicable and individual or workplace group performance warrants, the General Manager may approve rewards outside salary for individual or workplace group performance. Such rewards will require justification in line with audit procedures.

PART D

HOURS OF WORK

15. Ordinary Hours

15.1 General -

15.1.1 In recognition of the particular circumstances which apply to the cost-effective delivery of water to irrigators, maximum flexibility of working days and times is essential. Consequently, work patterns, whether on a daily, weekly or seasonal basis shall, as far as practicable, be tailored to the needs of customers. Generally only employees involved in the provision of continuous service (namely staff in water distribution) will be expected to work outside weekdays; however, some circumstances may involve other staff in weekend work.

15.1.2 When employees, who are not rostered as part of normal working arrangements, are required to work Saturdays, Sundays or public holidays the hours worked will be paid as overtime.

15.2 Basis for Ordinary Hours -

15.2.1 The basic unit of determining time worked shall be based on an average 38-hour week, including authorised paid absences.

15.2.2 All staff, other than part-time employees and casuals, will work a minimum of two hours of overtime per week.

15.2.3 In some instances, tasks rather than hours will be an important job feature. In the case of all scheduled maintenance, construction, distribution and administration work, an employee will receive five working days notice of proposed alterations to normal hours.

15.3 Start and Finish Times - Actual starting and finishing times of individuals shall be determined by reference to their particular work area and work loads, both geographically and on a divisional basis. Normally, ordinary hours are to be worked between 6.00a.m. and 6.00p.m. A minimum ten-hour break between the completion of one day's work and the commencement of another shall be taken or overtime is to be paid until the break is achieved.

- 15.4 Working Patterns and Disputes - In the implementation of working hours, the significant determinant is the cost effective and safe delivery of services; however, all reasonable effort should be made to accommodate individual employee's needs. Wherever possible, hours should be constructed to allow maximum access to meaningful leisure time periods. Any dispute in relation to work patterns shall be resolved using the disputes settling procedure in this award.

16. Call Out

- 16.1 An employee recalled to work after leaving MIL's premises (whether notified before or after leaving the premises) shall be paid for a minimum of three hours work for each time the employee is so recalled. Provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job the employee was recalled to perform is completed within a shorter period.
- 16.2 The minimum of three hours shall not apply and payment will be for the time actually worked, where:
- 16.2.1 the employee resides on, or adjacent to, the premises; and/or
- 16.2.2 the employee returns to the place of work on a customary basis for a specific task or tasks.

17. Casual Employees

- 17.1 Casuals will generally be employed where insufficient numbers of appropriately skilled personnel cannot be secured on a regular and ongoing basis by MIL. Employment of casuals will be approved by the General Manager.
- 17.2 Casuals shall be paid per hour an additional 20% loading according to the skill level they perform. For any overtime work this loading shall increase to 50%, except for Sundays and hours in excess of 12 hours in any one day, when the loading shall be 100%.
- 17.3 Minimum engagement for casuals shall be four hours.

18. Part-Time Employees

Where an employee is engaged on a part-time basis (and not on a casual basis), benefits outlined in this award will apply on a pro rata basis.

19. Overtime

- 19.1 Calculation of Overtime - Overtime payments will generally be calculated at the rate of 1.5 times ordinary pay.
- 19.2 Overtime Rates -
- 19.2.1 Overtime shall mean one quarter hour continuous work or more in excess of (an average) 38 hours per week worked at the direction of MIL.
- 19.2.2 Payment for overtime worked (other than that described in clause 15.2.2), shall not be made under this award without both the specific and documented approval for the overtime to be worked and paid by a works supervisor duly authorised prior to the work being carried out.
- 19.2.3 Approved paid overtime shall be paid at the following rates to weekly employees:
- 19.2.3.1 For all overtime worked in excess of the agreed hours per week (averaged) - at the rate of time and a half, except Sundays and hours over 12 per day, which shall be at double time.
- 19.2.3.2 Overtime rates are not fixed for meal times.

- 19.2.3.3 An employee who works overtime which is not continuous (i.e., an unpaid break of more than one hour) with ordinary working hours shall be paid a minimum payment as for three hours' work at the rate of time and a half.
- 19.2.3.4 Time off in lieu of overtime is available at the hours worked by request of the employee and taken at a mutually agreed time.
- 19.2.4 After completion of the first continuous quarter hour, overtime shall not be paid for periods of less than one-half of an hour. Provided further that MIL and an employee may vary the terms of this clause that any variation is committed to writing and signed by both parties and the union representing the staff, provided any union objection is specified.
- 19.2.5 Payment for overtime worked shall be calculated in fortnightly periods.
- 19.2.6 Overtime hours for Channel Attendants shall be determined in accordance with their special conditions (Schedule A) generally applying to days worked "out of roster" or over the nominated working days per year (currently 217 per year).
- 19.3 Subject to Clause 19.4, MIL may require an employee to work reasonable overtime at overtime rates.
- 19.4 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.
- 19.5 For the purposes of clause 19.4 what is unreasonable or otherwise will be determined having regard to:
- 19.5.1 any risk to employee health and safety;
- 19.5.2 the employee's personal circumstances including any family and carer responsibilities;
- 19.5.3 the needs of MIL;
- 19.5.4 the notice (if any) given by MIL of the overtime and by the employee of his or her intention to refuse it; and
- 19.5.5 any other relevant matter.

20. Meal and Rest Breaks

- 20.1 Employees shall be allowed a meal break each work day of not less than 30 minutes and not more than 60 minutes, which time shall not be paid for. No employee shall be required to work more than five hours without a break for a meal. Other rest breaks should be taken at times both convenient to colleagues and to customers and are not fixed. MIL expects common sense to prevail and reserves the right to implement set times if evidence of abuse exists.
- 20.2 MIL and an employee(s) may agree to any variation of this clause to meet the circumstances of the work at hand. For example, employees may take a 20-minute paid break once during a full normal working day, or split that into two ten-minute breaks.
- 20.3 This clause shall not apply to any employee whose scheduled work in any 24-hour period is four hours or less.

PART E

LEAVE

21. Annual Leave

- 21.1 Annual leave shall be due to employees on the basis of 20 working days per year (accruing at the rate of 2.923 hours per week).

- 21.2 Annual leave shall not be allowed to accrue beyond 40 working days and any leave in excess of that amount shall be taken at the instruction of the management. However, in exceptional circumstances, accrued days greater than 40 days may be approved by the General Manager.
- 21.3 The taking of annual leave shall be subject to the following:
- 21.3.1 All such leave, whether ordinary or accumulated, shall be taken only at such times as MIL, for operational purposes, shall deem convenient, and in the absence of agreement on the taking of leave, it shall be taken at a time determined by MIL, provided MIL shall, however, endeavour to comply with the needs of the employees.
- 21.3.2 Annual leave shall accrue from month to month and leave so accrued or any portion thereof may be granted to an employee by MIL at such time as the latter deems convenient.
- 21.3.3 Annual leave shall accrue to employees in respect of any authorised period of paid absence from duty. Payment for the period of leave shall be at the rate specified in this award and shall not include any special payments. In particular, it shall be based on the ordinary hours worked by the employee concerned, i.e., 38 hours in the case of a full-time weekly employee.
- 21.4 The rate of pay used to determine annual leave payments shall be that rate of pay which applies when the leave is taken.
- 21.5 Annual leave for Channel Attendants will accrue as for other staff; however, additional leave associated with their roster arrangements is included as time off in their roster schedule.

22. Rostered Days Off

Before 1 December each year, 13 rostered days off will be nominated for the following calendar year. Employees working rostered days off may accrue up to three days by agreement.

23. Annual Leave Loading

Leave loading shall not apply, but a sum equal to 1.3% of base annual salary shall be paid in the pre-Christmas pay period each year.

24. Sick Leave

- 24.1 Sick leave is for the sole purpose of providing income for employees unable to attend work through injury or illness. Unused sick leave will be accrued. Unused DIPNR accruals will remain.
- 24.2 An employee (other than a casual employee) after one year's service with MIL, who is absent from work on account of personal illness or on account of injury arising in the course of their employment, shall be entitled to leave with normal payment, subject to the following conditions:
- 24.2.1 An employee shall not be entitled to be paid for any absence for any period for which the employee is entitled to workers' compensation.
- 24.2.2 The employee shall take all reasonable steps prior to the commencement of such absence to inform MIL, or its representative, of the employee's inability to attend for duty and shall state the nature of the injury or personal illness and the estimated duration of the absence.
- 24.2.3 MIL may request that a claim for sick leave shall be supported by evidence satisfactory to MIL that the employee was unable on account of injury or personal illness to attend for duty on the day or days for which leave is claimed. The term "evidence satisfactory to MIL" means a medical certificate.
- 24.2.4 Fraudulent claims for sick leave payment shall be grounds for dismissal.

- 24.2.5 Sick leave will not be paid when an employee is on designated holiday or long service leave. However, where an employee is sick during annual or long service leave for a period in excess of five days and that period is supported by a doctor's certificate, the period of leave will be re-credited.
- 24.3 Where an employee is absent on sick leave for an extended period and/or management have a good and sufficient reason to believe that the employee will be unable to return to work or is unable to undertake the duties of the position, MIL at its cost may direct the employee to undertake a medical examination by a duly qualified medical practitioner to determine the employee's fitness for work and whether the employee should be retired on medical grounds.
- 24.4 Up to the end of the first year of employment, an employee will be entitled to five days sick leave, provided medical/illness proof is required. After one year's service the sick leave entitlement shall increase to ten days per year.

25. Personal/Carer's Leave

25.1 Use of Sick Leave

- 25.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 25.1.3(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 24, 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.
- 25.1.2 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.
- 25.1.3 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 subparagraph:
 - 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.

25.1.4 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.

25.2 Unpaid Leave for Family Purpose

(a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subclause 25.1.3(ii) who is ill.

25.3 Annual Leave

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

25.4 Time Off in Lieu of Payment for Overtime

25.4.1 For the purpose only of providing care and support for a person in accordance with subclause 25.1 of this clause, and despite the provisions of subclause 19.2.3.4, the following provisions shall apply.

25.4.2 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.

25.4.3 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.

25.4.4 If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.

25.4.5 Where no election is made in accordance with the said paragraph 25.4.1, the employee shall be paid overtime rates in accordance with the award.

25.5 Make-up Time

25.5.1 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.

25.6 Rostered Days Off

25.6.1 An employee may elect, with the consent of the employer, to take a rostered day off at any time.

25.6.2 An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.

25.6.3 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.

25.6.4 This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an

enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

26. Long Service Leave

The terms of the *Long Service Leave Act 1955* shall apply. Previous continuous years of DIPNR service will be included in eligibility criteria although future accruals will be in strict accordance with the said Act.

27. Bereavement Leave

- 27.1 An employee, other than a casual employee, shall be entitled to a maximum of three days bereavement leave without deduction of pay, on the occasion of the death of a person as prescribed in subclause 27.3 of this clause.
- 27.2 The employee must notify MIL as soon as practicable of the intention to take bereavement leave and will, if requested by MIL, provide to the satisfaction of MIL proof of death.
- 27.3 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 as set out in clause 25.1.3(ii), provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 27.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 27.5 Bereavement leave may be taken in conjunction with other leave available under clauses 25.2, 25.3, 25.4, 25.5 and 25.6. In determining such a request, MIL will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

28. Parental Leave

Parental leave means either maternity, paternity or adoption leave and has the same meaning as those terms in the *Industrial Relations Act 1996*, whose provisions shall apply to employees.

29. Jury and Other Service

- 29.1 An employee required for jury service during his or her ordinary working hours shall be paid ordinary-time earnings but payments for Court attendance shall be paid directly to MIL. An employee shall notify MIL as soon as possible of the date upon which he or she is required to attend for jury service. Further, the employee shall give MIL proof of his or her attendance, the duration of such attendance and the amount received in respect of jury service.
- 29.2 Other Service - Employees nominating for other service which may include voluntary service (S.E.S., Rural Fire Brigade, etc.) will be remunerated for approved absence from work.

30. Discretionary Leave

From time to time as applicable, the General Manager may approve discretionary leave for reasons other than outlined in this award. Such leave may be granted on the basis of leave without pay or leave with pay.

31. Public Holidays

The public holidays under this award shall be New Year's Day, Australia Day, Anzac Day, Good Friday, Easter Monday, Labour Day, Queen's Birthday, Christmas Day and Boxing Day, on the dates as gazetted from time to time by the NSW. Government. One additional day (e.g., union picnic day, local show day, local race day) shall be allowed without loss of pay. Employees who work on a public holiday shall be entitled to equivalent time off without loss of pay in addition to paid overtime for the hours worked. (Channel Attendant's arrangements are outlined in Schedule A). MIL and employee(s) may agree to alter the actual days on which these public holidays are observed, including taking the days in conjunction with annual leave.

PART F

OTHER CONDITIONS

32. Payment of Wages

- 32.1 Except on termination of employment, salaries shall be paid fortnightly.
- 32.2 Pay day, once determined, cannot be changed without a minimum of one month's notice unless exceptional circumstances beyond MIL's control arise.
- 32.3 Salaries shall be paid by one of the following means:
- 32.3.1 Generally by electronic funds transfer to the employee's nominated financial institution.
- 32.3.2 Payment by cheque only where banking facilities are inadequate.
- 32.4 MIL shall provide each employee every pay period, and on the employee's last day of employment, with a statement of the employee's earnings for that period or part thereof, as the case may be. Provided that where an employee is dismissed without notice, or an employee fails to give notice, abandons employment or otherwise ceases to be employed through no action of MIL, MIL shall not be obliged to pay any outstanding monies until the next scheduled pay day.

32A. Deduction of Union Membership Fees

- 32A.1 MIL shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
- 32A.1.1 the employee has authorised MIL to make such deductions in accordance with subclause 32A.1.2 herein;
- 32A.1.2 the Union shall advise MIL of the amount to be deducted for each pay period applying at MIL and any changes to that amount;
- 32A.1.3 deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
- 32A.1.4 there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- 32A.2 The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union rules) that the Union advises MIL to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to MIL without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- 32A.1.3 Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at MIL's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
- 32A.1.3.1 where MIL has elected to remit on a weekly or fortnightly basis, MIL shall be entitled to retain up to five per cent of the monies deducted; and
- 32A.1.3.2 where MIL has elected to remit on a monthly or quarterly basis, MIL shall be entitled to retain up to 2.5 per cent of the monies deducted.
- 32A.1.4 Where an employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be

read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.

- 32A.1.5 The Union shall advise MIL of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly, or quarterly as the case may be. The Union shall give MIL a minimum of two months' notice of any such change.
- 32A.1.6 An employee may at any time revoke in writing an authorisation to MIL to make payroll deductions of Union membership fees.
- 32A.1.7 Where an employee who is a member of the Union and who has authorised MIL to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to MIL in order for payroll deductions of union membership fees to cease.
- 32A.1.8 This clause shall take effect from the beginning of the first pay period to commence on or after 24 November 2003.

33. Probation

New employees shall commence employment on a six month probationary period which shall be reviewed after one month, three months and six months.

34. Superannuation

- 34.1 MIL will provide superannuation in accordance with federal Superannuation Guarantee legislation as varied from time to time.
- 34.2 Employees will choose an approved fund as outlined by the Superannuation sub-committee of MIL.
- 34.3 Such choice may be altered by staff but not more often than annually.
- 34.4 Employees may contribute to superannuation in lieu of salary (within the guidelines of federal superannuation legislation).

35. Protective Clothing

- 35.1 Appropriate safety wear will be provided (including boots, protective overalls, glasses, helmets).
- 35.2 UV protection will be provided for employees while engaged in outdoor work.
- 35.3 In addition, one pair of trousers and two shirts will be provided annually to each employee.
- 35.4 One jumper and one jacket will be provided to each employee as required and replaced on a fair wear and tear basis, but not more often than annually.
- 35.5 For administration staff for whom the clothing referred to may be inappropriate, other clothing or equivalent payment for other clothing will be made.

36. Training

- 36.1 Apprentices - An apprentice's wage shall be calculated to the undermentioned percentage of the relevant trade rate as provided for in this award:

Three-year apprenticeship %		Four-year apprenticeship %	
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In the first year	60	In the first year	60
In the second year	75	In the second year	75
In the third year	90	In the third year	80
		In the fourth year	90

36.2 Traineeships -

36.2.1 Notwithstanding anything elsewhere contained in this award, MIL may employ trainees subject to the conditions as contained in this clause.

36.2.2 Application and Objectives -

36.2.2.1 Before this clause shall have effect on the employment of a trainee, MIL and a trainee must have entered into a training agreement.

36.2.2.2 Existing full-time employees shall not be displaced from employment by trainees.

36.2.3 Training Conditions - Trainees engaged under this clause shall attend the off-the-job training prescribed in the training agreement. MIL shall ensure that the trainee is permitted to attend the off-the-job training course and provide appropriate supervision during on-the-job training.

36.2.4 Employment Conditions -

36.2.4.1 The trainee shall be engaged for a period of 12 months as a full-time employee, provided that the trainee may be subject to a satisfactory probation period as outlined in clause 33, Probation.

36.2.4.2 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 agreement.

36.2.4.3 Where the employment of a trainee by MIL is continued after the completion of the traineeship period, such traineeship period shall be counted as service for the purpose of this award and long service leave entitlements. Trainees shall be regarded as full-time employees.

36.2.5 Salary - For the purpose of achieving stability of income for a trainee over the traineeship period, the wage rate for a trainee shall be calculated on the following basis: rate for entry multiplied by percentage of time spent on the job.

37. Termination of Employment

37.1 Notice of termination by MIL -

37.1.1 In order to terminate the employment of an employee, MIL shall give to the employee two weeks notice.

37.1.2 Payment in lieu of the notice prescribed herein shall be made if the appropriate notice period is not given by MIL.

37.2 Payment in lieu of notice shall be at the ordinary-time rate -

37.2.1 The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks. Casuals may have their employment terminated with one hour's notice, subject to any minimum term of engagement.

- 37.2.2 For the purpose of this clause, continuity of service shall be calculated in the manner in which continuous service is calculated for the purposes of long service leave. Continuous DIPNR service will be included in any calculation.
- 37.2.3 The notice of termination required to be given by an employee shall be the same as that required of MIL.
- 37.2.4 If an employee fails to give notice, MIL shall have the right to withhold moneys due to the employee, with a maximum amount equal to the ordinary-time rate of pay for the period of notice. In addition, MIL shall have the right to withhold from money due an employee, the value of any MIL property which the employee has failed to return, cash advances made, etc.
- 37.2.5 Where MIL has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. Time off shall be at times convenient to both the employee and MIL.
- 37.2.6 MIL shall, for an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification or type of work performed by the employee.
- 37.2.7 Notwithstanding the provisions of this award, MIL shall have the right to dismiss any employee without notice for conduct that justifies instant dismissal, such as misconduct, and in such cases the wages and accrued entitlements (leave, etc.), subject to paragraph 37.2.4 of this subclause, shall be paid up to the time of dismissal only.
- 37.2.8 Termination of employment by MIL shall not be harsh, unjust or unreasonable.
- 37.2.9 Subject to the provisions of the *Industrial Relations Act* 1996, any dispute or claim arising should be dealt with by way of the disputes settling procedure contained in clause 43, Grievance Procedure.
- 37.2.10 in the event the termination is a result of redundancy, clause 40, Redundancy, shall apply.
- 37.3 Exemptions - Severance payments are not payable to an employee with less than one year's continuous service, an employee whose employment is summarily terminated as a consequence of misconduct, casual employees, employees engaged for a specific period of time and employees retiring.

38. Disciplinary Procedure

- 38.1 If a supervisor or manager becomes aware of unsatisfactory performance or inappropriate behaviour, the supervisor or manager must immediately make the employee aware that the performance or behaviour is unsatisfactory and advise the employee of what is considered satisfactory. In the first instance, this would be done verbally.
- 38.2 Should the unsatisfactory performance or inappropriate behaviour continues, the matter must be again brought to the attention of the employee. The employee is entitled to obtain the assistance of a representative or union delegate at any point during the disciplinary process. This time the specific requirements should be documented, making sure that the employee is provided with a copy. Such documentation must include reference to the unsatisfactory performance or behaviour. It should also set out an agreed plan of action to be taken to restore the performance or behaviour to a satisfactory level. The employee must be advised of the possible consequences of a failure to improve performance.
- 38.3 All unsatisfactory performance counselling shall be brought to the attention of the General Manager.
- 38.4 If unsatisfactory performance or behaviour is ongoing, the employee should be further counselled and advised in writing that, should the performance or behaviour remain unsatisfactory, then dismissal or

termination of employment may result. This is a final warning and it would be appropriate to review the performance improvement plan.

38.5 Should the unsatisfactory performance or inappropriate behaviour continues, then the employee may be subject to dismissal.

38.6 Nothing in this clause shall affect the right of MIL to dismiss an employee for gross misconduct.

39. Abandonment of Employment

Where an employee abandons employment, payment of wages shall only be for hours worked and entitlements to the actual hour of abandonment. Periods of payment in lieu will not apply and the provisions of subclause 37.2.4 shall apply.

40. Redundancy

40.1 Discussions Before Termination of Employment -

40.1.1 Where MIL considers that it no longer requires the position the employee has been doing, and this is not due to the ordinary and customary turnover of the business and that decision may lead to termination of employment, MIL shall hold discussions with the employees directly affected.

40.1.2 The discussions shall take place as soon as is practicable after MIL has become reasonably aware of the possible change and will advise employees of the reasons for the possible terminations of employment, measures to avoid or minimise terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

40.1.3 For the purpose of the discussion MIL shall, as soon as practicable, provide in writing to the employees concerned and the Consultative Committee, all relevant information about the possible terminations of employment, including the reasons for the possible terminations, the number and type of employees likely to be affected, the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that MIL shall not be required to disclose confidential information, the disclosure of which would be contrary to MIL's commercial interests.

40.2 Transfer to Lower Paid Duties - Where an employee is transferred to lower paid duties for reasons set out in subclause 40.1 of this clause, the employee shall be entitled to the same period of notice of transfer as he or she would have been entitled to if his or her employment had been terminated, and MIL may, at its option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new lower ordinary-time rates for the number of weeks of notice still owing.

40.3 Severance Pay - In addition to any period of notice prescribed for ordinary termination in this award, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out herein shall be entitled to the following amount of severance pay in respect of a continuous period of service:

Period of Continuous Service	Severance Pay
1 year or more but less than 2 years	2.4 weeks pay plus, for all service in excess of 1 year, 1.75 hours pay per completed week of service, up to a maximum 4.8 weeks pay (or a maximum of 5 weeks for employees over 45 years old).
2 years or more but less than 3 years	4.8 weeks pay plus, for all service in excess of 2 years, 1.6 hours pay per completed week of service, up to a maximum of 7 weeks pay (or a maximum of 8.75 weeks for employees over 45 years old).
3 years or more	7 weeks pay plus, for all service in excess of 3 years, 0.73 hour's pay per completed week of service, up to a maximum of 20 weeks pay.

For the purposes of this subclause, "week's pay" means the ordinary rate of pay at the time the termination of employment occurs (e.g., 38 hours for a full-time weekly employee).

40.4 Alternative Employment and Incapacity to Pay -

40.4.1 MIL, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if MIL obtains acceptable alternative employment for an employee.

40.4.2 MIL, in a particular circumstance, may apply to the Commission to have the severance pay prescription varied on the basis of MIL's incapacity to pay.

40.5 Time Off During Notice Period -

40.5.1 During the period of notice of termination given by MIL, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

40.5.2 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 MIL, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

40.6 Notice to Centrelink - Where a decision has been made to terminate employees in the circumstances outlined in subclause 40.1 of this clause, MIL shall notify the nearest Centrelink as soon as possible, giving relevant information, including the number and type of employees likely to be affected and the period over which the terminations are likely to occur.

40.7 Transmission of Business - Where the business is, before or after the date of this award, transmitted from MIL (in this subclause called "the transmitter") to another employer (in this subclause called "the transmittee") and an employee who, at the time of such transmission, was an employee of the transmitter in that business becomes an employee of the transmittee, then -

40.7.1 the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and

40.7.2 the period of employment which the employee has had with the transmitter shall be deemed to be service of the employee with the transmittee.

40.8 Employees with Less Than One Year's Service - This clause shall not apply to employees with less than one year's continuous service and the general obligation on MIL should be no more than to give relevant employees an indication of 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.

40.9 Employees Exempted - This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, or in the case of casual employees, apprentices or employees engaged for a specific task or tasks. It does not apply to employees retiring. It does not apply to employees working for MIL who are not covered by this award.

40.10 Transfer - Where MIL offers, and the redundant employee accepts, a transfer to another location within the organisation, the employee shall be entitled to receive reasonable removal expenses and allowances for both the employee and his or her dependants.

41. Confidentiality

The work carried out for MIL and the information developed and collated is the property of MIL and the employee shall respect the confidentiality of clients and MIL with regard to all information concerning the business.

42. Travelling Between Sites

Where an employee agrees to use his/her own vehicle for the carrying out of work for MIL (other than carriage to the normal place of work), reasonable cost per kilometre will be reimbursed. Reasonable costs shall be the kilometre rate applied to Board members attending meetings.

43. Grievance Procedure

- 43.1 In the event of a dispute arising between MIL and employee(s), any matter which remains in dispute after it has been considered jointly by the appropriate supervisor and by the employee(s) concerned shall then be examined by the General Manager or appointed deputy.
- 43.2 If the dispute remains unsettled, MIL's representative shall ensure that the matter is recorded in writing in pertinent detail, while the employee(s) may notify the Consultative Committee or a representative or the Union of the nature and details of the matter in dispute.
- 43.3 If the dispute thereafter remains unresolved, the question shall be discussed between the General Manager and the relevant representative, each of whom shall take all reasonable steps to settle the dispute.
- 43.4 If the dispute remains unsettled after the procedure specified in subclause 43.3 of this clause has been concluded, the matter shall be notified to the Commission.
- 43.5 While the procedures herein are being followed all work shall continue normally.
- 43.6 The ultimate terms of settlement of the dispute shall not be affected in any way, nor shall the rights of any person involved in the dispute be affected by or prejudiced by the fact that normal work has continued without interruption.
- 43.7 If the dispute concerns questions of safety, it shall be immediately referred to the General Manager, the Supervisor and Safety Committee, which shall consider and resolve the matter forthwith.

44. Anti-Discrimination

- 44.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 44.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with 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.
- 44.3 Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 44.4 Nothing in this clause is to be taken to affect:
 - 44.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 44.4.2 offering or providing junior rates of pay to persons under 21 years of age;

44.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;

44.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

44.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES -

(a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

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

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

45. Health and Safety

45.1 Damage to Clothing, Spectacles and Tools -

45.1.1 Compensation to the extent of the damage sustained shall be made where, in the course of the work, clothing, spectacles, hearing aid or tools are damaged or destroyed. Provided that MIL's liability in respect of tools shall be limited to such tools of trade as are ordinarily required for the performance of the employee's duties. Compensation under this paragraph shall not be payable if the employee is entitled to workers' compensation and may not be paid where an employee was not properly using safety equipment provided by MIL or where the employee disregarded established safety procedures required by MIL.

45.1.2 MIL may ask for reasonable evidence of loss or damage.

45.2 Safety Equipment - Safety equipment as provided by MIL will be utilised as directed and in accordance with the manufacturer's instructions.

45.3 Safety Procedures - Safety procedures shall be followed by all employees. Failure to acknowledge and adhere to safety policies shall be grounds for dismissal. Neglect of safety procedures that may lead to injury of other persons or employees shall be grounds for instant dismissal.

45.4 Employee's Duty - Notwithstanding MIL's responsibility, the employee has a duty:

45.4.1 to protect his/her own health and safety at work;

45.4.2 to avoid adversely affecting the health and safety of any other person or property through any act or omission at work.

45.5 An employee shall not, by the consumption of alcohol or a drug, be in such a state as to endanger his/her own safety at work or the safety of any other person at work. An employee who appears to MIL to be under the influence of alcohol or drugs shall be advised that he/she is not to commence or continue work until examined by a medical practitioner or a registered nurse as soon as practicable to ascertain the employee's fitness for work and any costs associated with the examination shall be borne by MIL. During this time, the employee shall be stood down without pay; however, if the medical examination shows the employee is not under the influence of drugs or alcohol, the employee shall be paid for the time lost.

45.6 First-aid Facilities - Suitable first-aid equipment in a hygienic container shall be available in each workplace/vehicle in an accessible place. This equipment should be regularly inspected, and replenished as necessary by MIL.

46. Employment Records

46.1 Time, Salary Records and Inspection Rights -

46.1.1 MIL shall keep, or cause to be kept, employment records in accordance with relevant legislation. MIL shall enter or cause to be entered a correct record of the hours worked, and the salaries (including superannuation) paid to each employee to whom this award applies. MIL shall, on receipt of reasonable notice, produce such record for inspection by an accredited union official or Consultative Committee member approved by the employee and MIL for the sole purpose of investigating any breach or suspected breach of this award. Records will not be available on pay days. The approval of the employee involved must also be provided.

46.1.2 If an employee's employment is terminated, MIL shall be required to hold records for that employee for 12 months after the employee's termination.

46.1.3 MIL shall keep sufficient record and detail of the employment relationship for the purpose of tracking leave entitlements.

PART G

DECLARATION AND FUTURE COMMITMENTS

47. Declaration

In accordance with the various provisions of the *Industrial Relations Act 1996*, this award was negotiated between all the parties through extensive and exhaustive discussion and it represents the agreed compromises of all the parties.

48. Future Negotiations

48.1 The parties agree to commence negotiations on a new award no later than six months prior to the termination date of this award.

48.2 During this six months deliberation period, the parties will meet in order to seek agreement (resolution of any issues).

48.3 The parties may seek the assistance of the Commission during the deliberation period.

49. Joint Review of Conditions

49.1 It is the intention that, during that period of this award, a joint review by MIL and the employees represented by the Consultative Committee of the operational requirements will be conducted. This will enable the implementation of employment conditions and pay ranges that may be more specific to the wider application of MIL's operations. These will be based on MIL's unique customer focus service levels and its effective and efficient employment of staff.

49.2 The parties also agree that during the life of this award MIL, with the support of relevant employees and their Union representatives, may trial new working arrangements to facilitate and accommodate the planned review of this award.

- 49.3 Where such trials involve temporary variations to the terms of this award, MIL will seek the prior agreement of the Unions whose members are involved, which shall not be unreasonably withheld.
- 49.4 MIL and the Union(s) whose members are involved agree to progressively consolidate the outcome of all such trials prior to the planned review taking place.

50. Schedule A - Arrangements for Channel Attendants

1. Hours of Work

- (a) The hours of work shall be an average of eight per day, although the work of water distribution staff is clearly task rather than hours oriented and the parties recognise that the hours worked on any roster may require more or less than eight hours. The basis for employment is a 38-hour week. Employees can therefore expect to work 217 eight-hour (average) days each year (i.e., 13 accrued leisure days).
- (b) Any days worked outside the roster or in excess of 217 days per year will attract overtime rates for the hours actually worked. However, an officer may elect to take leave in lieu of overtime for actual hours worked.
- (c) Ordinary hours to be worked during the non-watering season shall not exceed 160 hours per four-week period and shall be worked on five days per week, Monday to Friday.
- (d) Non-watering season works will be supervised by the Channel Superintendent or other Supervisor authorised by the General Manager as appropriate for the work to be carried out.

2. Rosters

- (a) MIL will maintain a roster for officers to suit local management requirements and such roster will be displayed in a place accessible to officers.
- (b) A roster will be displayed 28 days in advance. Provisional rosters may be prepared for the season.
- (c) Rosters may provide any combination of days on duty and days off duty, provided that in each roster no officer will be required to work more than nine consecutive days and to have less than three consecutive days off duty following a work period of more than five consecutive days; four consecutive days off duty following a work period of more than eight consecutive days.

3. Accrued Leisure Days

Officers required to work on accrued leisure days may elect to take an alternative working day as the day rostered off. Accrued leisure days, if applicable, will accrue by arrangement between the employee and local management to be then taken at a mutually convenient time. MIL will make every possible effort to enable four days of combined accrued days off or annual leave days during the watering season for employees directly engaged in water distribution.

4. Design of Work

The parties to this award mutually agree to co-operate positively in reviews of existing work and management practices addressing all aspects of service delivery to clients and the development and application of new technology.

5. Vehicle Use

In view of the 24-hour service provided, limited private use of vehicles will be permitted according to guidelines established by the General Manager.

6. Telephone

In view of the 24-hour nature of the service, phone rental and documented business calls for staff directly involved in water distribution, will be paid by annual allowance equal to normal rental.

7. Nature of Work

The primary function of Channel Attendants is water distribution; however, staff may be requested from time to time to carry out other tasks as determined by the General Manager. The nature of other tasks shall be limited only by the skills and safe working arrangements required.

PART H

MONETARY RATES

Table 1 - Rates of Pay

(i) Weekly base rates (38-hour week) and award classifications -

Classifications for Construction/Maintenance, etc.	Award Rate \$	2001 State Wage Case \$	2002 State Wage Case \$	2003 State Wage Case \$	2004 State Wage Case \$	Total New Rate \$
Yardman (part-time 8 hours)	99.49	2.74	3.79	3.58	4.00	113.60
Cleaner (part-time 20 hours)	282.32	6.84	9.47	8.95	10.00	317.58
Cleaner (part-time 21.25 hrs)	299.60	7.27	10.07	9.51	10.63	337.07
Truck Driver Grade 3	482.40	13.00	18.00	17.00	19.00	549.40
General Construction (Gd 1)	484.44	13.00	18.00	17.00	19.00	551.44
Irrigation Trainee	489.70	13.00	18.00	17.00	19.00	556.70
Truck Driver Grade 4	490.60	15.00	18.00	17.00	19.00	559.60
General Construction (Gd 2)	492.80	15.00	18.00	17.00	19.00	561.80
Mech. (Metal Trades (Lvl 10))	496.20	15.00	18.00	17.00	19.00	565.20
General Construction (Gd 3)	518.92	15.00	18.00	17.00	19.00	587.92
General Construction (Gd 4)	530.70	15.00	18.00	17.00	19.00	599.70
Truck Driver Grade 7	531.10	15.00	18.00	17.00	19.00	600.10
General Construction Grade 3 & Leading Hand	532.98	15.00	18.00	17.00	19.00	601.98
Plant Op. & Leading Hand	541.40	15.00	18.00	17.00	19.00	610.40
General Construction Grade 4 & Leading Hand	548.08	15.00	18.00	17.00	19.00	617.08
Plant Operator Group C	548.25	15.00	18.00	17.00	19.00	617.25
Mech. Trades (Group 10, C8)	551.10	15.00	18.00	17.00	19.00	620.10
Plant Operator Group D	555.65	15.00	18.00	17.00	19.00	624.65
Plant Operator Group C & Leading Hand	562.35	15.00	18.00	17.00	19.00	631.35
Ganger 1-9 men	563.10	15.00	18.00	17.00	19.00	632.10

Plant Operator Group E	564.35	15.00	18.00	17.00	19.00	633.35
Electrician (Plant) & Leading Hand	568.80	15.00	18.00	17.00	19.00	637.80
Mechanical Trades (Group 10, C8) Leading Hand	570.00	15.00	18.00	17.00	19.00	639.00
Ganger 10-15 men	579.35	15.00	18.00	17.00	19.00	648.35
Building & Construction Carpenter Leading Hand	579.62	15.00	18.00	17.00	19.00	648.62
General Const. Overseer 1	662.33	17.00	18.00	17.00	19.00	733.33
General Const. Overseer 2	668.35	17.00	18.00	17.00	19.00	739.35
General Const. Works Supervisor Grade 1	730.26	17.00	18.00	15.00	19.00	799.26
General Const. Overseer 3	741.49	17.00	18.00	15.00	19.00	810.49
Weeds Inspector	749.04	17.00	18.00	15.00	19.00	818.04
General Construction Works Supervisor Grade 2	850.90	17.00	18.00	15.00	19.00	919.90
General Construction Works Supervisor Grade 3	875.30	17.00	18.00	15.00	19.00	944.30
General Construction Works Supervisor Grade 4	984.92	17.00	18.00	15.00	19.00	1,053.92

(ii) Weekly base rates (38-hour week + 2 hours overtime) and award classifications -

Classifications for Construction/Maintenance, etc.	Award Rate \$	2001 State Wage Case \$	2002 State Wage Case \$	2003 State Wage Case \$	2004 State Wage Case \$	2 hrs at time & ½ \$	Total New Rate \$
Yardman (part-time 8 hours)	99.49	2.74	3.79	3.58	4.00	n/a	113.60
Cleaner (part-time 20 hours)	282.32	6.84	9.47	8.95	10.00	n/a	317.58
Cleaner (part-time 21.25 hrs)	299.60	7.27	10.07	9.51	10.63	n/a	337.07
Truck Driver Grade 3	482.40	13.00	18.00	17.00	19.00	43.37	592.77
General Construction (Gd 1)	484.44	13.00	18.00	17.00	19.00	43.53	594.97
Irrigation Trainee	489.70	13.00	18.00	17.00	19.00	43.95	600.65
Truck Driver Grade 4	490.60	15.00	18.00	17.00	19.00	44.18	603.78
General Construction (Gd 2)	492.80	15.00	18.00	17.00	19.00	44.35	606.15
Mech. (Metal Trades (Lvl 10)	496.20	15.00	18.00	17.00	19.00	44.62	609.82
General Construction (Gd 3)	518.92	15.00	18.00	17.00	19.00	46.41	634.33
General Construction (Gd 4)	530.70	15.00	18.00	17.00	19.00	47.34	647.04
Truck Driver Grade 7	531.10	15.00	18.00	17.00	19.00	47.38	647.48
General Construction Grade 3 & Leading Hand	532.98	15.00	18.00	17.00	19.00	47.52	649.50
Plant Op. & Leading Hand	541.40	15.00	18.00	17.00	19.00	48.19	658.59
General Construction Grade 4 & Leading Hand	548.08	15.00	18.00	17.00	19.00	48.72	665.80
Plant Operator Group C	548.25	15.00	18.00	17.00	19.00	48.73	665.98
Mech. Trades (Group 10, C8)	551.10	15.00	18.00	17.00	19.00	48.96	669.06
Plant Operator Group D	555.65	15.00	18.00	17.00	19.00	49.31	673.96
Plant Operator Group C & Leading Hand	562.35	15.00	18.00	17.00	19.00	49.84	681.19
Ganger 1-9 men	563.10	15.00	18.00	17.00	19.00	49.90	682.00
Plant Operator Group E	564.35	15.00	18.00	17.00	19.00	50.00	683.35
Electrician (Plant) & Leading Hand	568.80	15.00	18.00	17.00	19.00	50.35	688.15
Mechanical Trades Group 10, C8) Leading Hand	570.00	15.00	18.00	17.00	19.00	50.45	689.45
Ganger 10-15 men	579.35	15.00	18.00	17.00	19.00	51.19	699.54

Building & Construction Carpenter Leading Hand	579.62	15.00	18.00	17.00	19.00	51.21	699.83
General Const. Overseer 1	662.33	17.00	18.00	17.00	19.00	57.89	791.22
General Const. Overseer 2	668.35	17.00	18.00	17.00	19.00	58.37	797.72
General Const. Works Supervisor Grade 1	730.26	17.00	18.00	15.00	19.00	63.10	862.36
General Const. Overseer 3	741.49	17.00	18.00	15.00	19.00	63.99	874.48
Weeds Inspector	749.04	17.00	18.00	15.00	19.00	64.58	882.62
General Supervisor Grade 2	850.90	17.00	18.00	15.00	19.00	72.62	992.52
General Construction Works Supervisor Grade 3	875.30	17.00	18.00	15.00	19.00	74.55	1,018.85
General Construction Works Supervisor Grade 4	984.92	17.00	18.00	15.00	19.00	83.20	1,137.12

(iii) Weekly base rates (38-hour week) and award classifications

Classifications for Water Distribution	Award Rate \$	2001 State Wage Case \$	2002 State Wage Case \$	2003 State Wage Case \$	2004 State Wage Case \$	Total New Rate \$
Channel Attendant	653.69	17.00	18.00	17.00	19.00	724.69
Central Water Ord. Planner	697.51	17.00	18.00	15.00	19.00	766.51
Senior Channel Attendant	736.82	17.00	18.00	15.00	19.00	805.82
Central Water Ordering Senior Planner	736.82	17.00	18.00	15.00	19.00	805.82
Water Dist. Manager Grade 1	800.90	17.00	18.00	15.00	19.00	869.90
Water Dist. Manager Grade 2	825.30	17.00	18.00	15.00	19.00	894.30

(iv) Weekly base rates (38-hour week) and award classifications

Classifications for Administration	Award Rate \$	2001 State Wage Case \$	2002 State Wage Case \$	2003 State Wage Case \$	2004 State Wage Case \$	Total New Rate \$
Admin. Officer Grade 1	436.00	13.00	18.00	17.00	19.00	503.00
Admin. Officer Grade 2	466.00	13.00	18.00	17.00	19.00	533.00
Admin. Officer Grade 3	496.00	15.00	18.00	17.00	19.00	565.00
Admin. Officer Grade 4	526.00	15.00	18.00	17.00	19.00	595.00
Admin. Officer Grade 5	554.00	15.00	18.00	17.00	19.00	623.00
Admin. Officer Grade 6	584.00	15.00	18.00	17.00	19.00	653.00
Admin. Officer Grade 7	612.00	17.00	18.00	17.00	19.00	683.00
Admin. Officer Grade 8	642.00	17.00	18.00	17.00	19.00	713.00
Admin. Officer Grade 9	672.00	17.00	18.00	17.00	19.00	743.00
Admin. Officer Grade 10	702.00	17.00	18.00	15.00	19.00	771.00
Admin. Officer Grade 11	732.00	17.00	18.00	15.00	19.00	801.00
Admin. Officer Grade 12	760.00	17.00	18.00	15.00	19.00	829.00

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	13.2.1	Use of Spray	\$9.98 per day
2	13.2.2	First-aid allowance	\$2.26 per day

J. P. GRAYSON *D.P.*

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(110)

SERIAL C3052

CROWN EMPLOYEES (STATE LIBRARY SECURITY STAFF) AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1838 of 2004)

Before The Honourable Mr Deputy President Harrison

30 July 2004

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Definitions
2.	Title
3.	Parties to the Award
4.	Salaries
5.	Conditions of Employment
6.	Hours of Work
7.	Shift Loadings
8.	Incremental Progression
9.	Local Arrangements
10.	Deduction of Union Membership Fees
11.	Grievance and Dispute Settling Procedures
12.	Anti Discrimination
13.	Savings of Rights
14.	Area Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

PART A**1. Definitions**

"The Crown Award" means the Crown Employees (Public Service Conditions of Employment) Award 2002.

"PEO" means Public Employment Office.

"PSA" means Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

"The State Library" means the State Library of New South Wales.

2. Title

This Award shall be called the Crown Employees (State Library Security Staff) Award.2004.

3. Parties to the Award

The parties to the Award are the PEO and the PSA.

4. Salaries

Salaries have been annualised to include shift penalties except those for Public Holidays. Shift loadings for Public Holidays will be paid in the next available pay after working on a public holiday at the rate provided in the "Shift Work and Overtime" provisions of the Crown Award. The annualised salary rate will be the salary rate for all purposes including calculating overtime, holidays, leave loading, superannuation and long service leave.

The annualised salaries provided for in this award are calculated by using the shift loadings contained in the "Shift Work and Overtime" provisions of the Crown Award.

Staff employed under this award shall be eligible to receive the more favourable of leave loading or shift penalties when proceeding on recreation leave in accordance with the "Leave" provisions of the Crown Award.

Salaries paid to staff employed as Security Officers at the State Library will be as per Part B.

5. Conditions of Employment

Except as where varied by this Award conditions of employment shall be as provided for in the Crown Award.

Security staff will be granted five (5) Rostered Days Off in each twenty (20) week shift cycle. Accrual of hours will be as locally arranged. Rostered days off will be taken as per the roster. Up to three (3) rostered days off may be banked.

Security staff will work the weekends rostered to qualify them for the five (5) additional days leave provided for in the "Shift Work and Overtime" provisions of the Crown Award.

There will not be a separate payment for a Computer Allowance as computer skills and responsibilities have been taken into account in the job evaluation process.

First aid allowances in line with the Crown Award will be paid to staff that acquire a first aid certificate.

An approved uniform and accessories will be issued to each Security Officer and must be worn when on duty. Uniforms and accessories will be replaced on a needs basis as approved by the Security Co-ordinators.

Staffing levels will be determined to meet the security needs of the Library. The State Library will have in place recruitment strategies so that all vacant positions are filled as expeditiously as possible.

6. Hours of Work

Hours of work shall continue to be thirty five (35) hours per week worked over a seven (7) day roster.

The State Library may require a Security Officer to perform duty beyond the hours determined above but only if it is reasonable for the Security Officer to be required to do so. A Security Officer may refuse to work additional hours in circumstances where the working of such hours would result in them working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:

- (1) the Officer's prior commitments outside the workplace, particularly the Officer's family and carer responsibilities, community obligations or study arrangements,
- (2) any risk to Security Officer health and safety,
- (3) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services,
- (4) the notice (if any) given by the State Library regarding the working of the additional hours, and by the Security Officer of their intention to refuse the working of additional hours, or
- (5) any other relevant matter.

7. Shift Loadings

The annualised salaries provided for in this Award are based on the current rosters and are calculated by using the penalties contained in the "Shift Work and Overtime" provisions of the Crown Award.

8. Incremental Progression

Staff who have been employed as a Security Officer with the Library for more than twelve (12) months will be paid the second year rate effective from the anniversary date of appointment, subject to satisfactory attendance, conduct and performance of duties. An increment to the third year rate will become due after an additional 12 months service, subject to satisfactory attendance, conduct and performance of duties. An increment to the fourth year rate will become due after an additional 12 months service, subject to satisfactory attendance, conduct and performance of duties.

9. Local Arrangements

Payment of Security Licence fees will be as agreed between the State Library and Security Staff.

To accrue time for rostered days off staff will take a forty five (45) minute meal break and commence shifts at a time seven (7) minutes before the listed starting time.

10. Deduction of Union Membership Fees

- (i) The Association shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the Association's rules.

- (ii) The Association shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- (iii) Subject to (i) and (ii) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- (iv) Monies so deducted from employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- (v) Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- (vi) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue."

11. Grievance and Dispute Settling Procedures

- (i) All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the State Library, if required.
- (ii) A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (iii) The immediate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days or as soon as practicable, of the matter being brought to attention.
- (iv) Where the grievance or dispute resolution involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate manager, the notification may occur to the next appropriate level of management, including where required, to the State Librarian & CEO or delegate.
- (v) If the matter remains unresolved, with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the State Librarian & CEO.
- (vi) The State Librarian may refer the matter to the PEO for consideration.
- (vii) If the matter remains unresolved the State Librarian & CEO shall provide a written response to the staff member and any party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in regard to the matter.
- (viii) A staff member, at any stage, may request to be represented by their union.
- (ix) The staff member or the union on their behalf, or the State Librarian & CEO may refer the matter to the New South Wales Industrial Commission if the matter is unresolved following the use of these procedures.
- (x) The staff member, the union, the State Library and the PEO shall agree to be bound by any order or determination by the New South Wales Industrial Commission in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (ix) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed

between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

12. 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.

Notes:

Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

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. Savings of Rights

Should there be a variation to the Crown Employees (Public Sector Salaries - January 2002) Award or an Award replacing that Award, employees of the State Library covered by this Award will maintain the same salary relationship to the rest of the public service. Any such increase will be reflected in this Award either by a variation to it or by the making of a new Award.

14. Area, Incidence and Duration

This Award is made following a review under section 19 of the *Industrial Relations Act 1996* and replaces the previous reviewed Crown Employees (State Library Security Staff) Award published 14 September 2001 (327 I.G. 916).

The changes made to the Award to give effect to s19 of the *Industrial Relations Act* and the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales take effect on and from 22 June 2004.

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

PART B

MONETARY RATES

The annualised salary rates as at 1 July 2003 as listed in Table 1 below.

The annualised salary rates incorporate shift penalties as per Clause 4, Salaries.

Table 1 - Rates of Pay

Year	Annualised Salary Rate per year as at 1/7/03 \$
1st year	41,460
2nd year	42,938
3rd year	\$44,155
4th year	\$45,486

R. W. HARRISON *D.P.*

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(1555)

SERIAL C3062

**CROWN EMPLOYEES (ABORIGINAL HOUSING OFFICE 2004)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1828 of 2004)

Before The Honourable Mr Deputy President Harrison

13 August 2004

REVIEWED AWARD**Arrangement**

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Statement of Intent
4.	Work Environment
5.	Anti-Discrimination
6.	Grievance and Dispute Resolution Procedures
7.	Classifications and Salary Structures
8.	Working Hours
9.	Leave
10.	Travel Passes
11.	Deduction of Association Membership Fees
12.	Review Clause
13.	Area, Incidence and Duration

1. Title

This award will be known as the Crown Employees (Aboriginal Housing Office 2004) Award.

2. Definitions

"Chief Executive Officer" means the Chief Executive Officer of the Aboriginal Housing Office.

"Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

"Employees" means all those persons who are permanently or temporarily employed under the *Public Sector Employment and Management Act 2002* and who are employed in a classification under this award, except officers employed in the Senior Executive Service.

3. Statement of Intent

- 3.1 This award aims to provide appropriate, flexible workplace conditions within the Aboriginal Housing Office (AHO) to ensure that the AHO can:

operate in accord with the provisions of the *Aboriginal Housing Act 1998*;

provide its services efficiently and effectively to meet the diverse interests and needs of its clients and stakeholders; and

ensure that the professionalism, dedication and commitment of management and staff are recognised and valued.

In addition, this award is intended to facilitate and support the employment of Aboriginal people within the AHO.

- 3.2 This Award should be read in conjunction with the Memorandum of Understanding between the AHO and the Association dated February 2000.

- 3.3 The Parties to this Award are:

The Public Employment Office and Chief Executive Officer of the Aboriginal Housing Office, and

The Association on behalf of the employees of the Aboriginal Housing Office.

4. Work Environment

- 4.1 The AHO will meet its responsibilities with respect to the occupational health and safety of AHO staff in accordance with the *Occupational Health and Safety Act 2000* and its associated regulations.
- 4.2 The AHO is committed to equality of opportunity in employment and will seek to ensure that this commitment is reflected in all its operations, within the framework of its policy of seeking to maximise the sustainable employment of Aboriginal people both within the AHO and within the Aboriginal housing sector.
- 4.3 The AHO will require management and staff to meet their responsibilities under the *Anti-Discrimination Act 1977* to ensure that the AHO is a workplace free from harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference, transgender, age or responsibilities as a carer.

5. Anti-Discrimination

- 5.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 5.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award that, by its terms or operation, has a direct or indirect discriminatory effect.
- 5.3 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.

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

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

5.5 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."

6. Grievance and Dispute Resolution Procedures

- (i) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- (ii) A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (iii) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act, 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- (iv) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (v) If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- (vi) The Department Head may refer the matter to the PEO for consideration.
- (vii) If the matter remains unresolved, the Department Head shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (viii) A staff member, at any stage, may request to be represented by the Association.

- (ix) The staff member or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (x) The staff member, Association, department and PEO shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (x) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.
At any stage of this process either party may request that the situation be referred to an independent mediator. Aboriginal staff have the right to have the matter referred to an Aboriginal mediator if they request this.

7. Classifications and Salary Structures

- 7.1 All AHO employees will be paid in accordance with the salary structures set out in the Crown Employees (Administrative and Clerical Officers - Salaries 2003) Award and/or the Crown Employees (Public Sector - Salaries January, 2002) Award or their successors.
- 7.2 AHO trainees will be paid at the levels of salary established by the Clerks General Scale set out in the Crown Employees (Administrative and Clerical Officers - Salaries 2003) Award or its successors, with previous years of paid employment determining the salary up to a maximum of ten years.
- 7.3 At the time of making this award, all employees are classified as Clerks. However, individual positions (and hence the employees occupying those positions) will have a title which reflects the role and functions of the position and which is meaningful to AHO clients and stakeholders.
- 7.4 Incremental progression for all employees will be subject to a satisfactory performance report recommending progression.

8. Working Hours

- 8.1 Normal business hours of the AHO will be 8.45 am to 5.00 pm.
- 8.2 Normal contract hours for staff are 35 hours per week, Monday to Friday.
- 8.3 The following provisions shall be read and applied in conjunction with Clause 11 - Working Hours of the Crown Employees (Public Service Conditions of Employment 2002) Award.
 - 8.3.1 A standard working day is 9.00 am to 5.00 pm Monday to Friday
 - 8.3.2 The bandwidth is from 7.30 am to 6.00 pm. Bandwidth hours may be varied to meet the needs of the AHO or the personal needs of the employee by agreement between an employee and their manager, subject to clause 8.3.5 and provided that changing the bandwidth does not incur additional payments for overtime or meal allowance.
 - 8.3.3 Coretime is between 9.30 am and 3.30 pm. Coretime is the period during the day when all staff are required to be on duty, unless on authorised leave. The lunch break is not part of coretime.

Coretime may be varied by agreement between an employee and their manager, subject to clause 8.3.5. Where the bandwidth is substantially varied in accordance with clause 8.3.2, coretime should likewise be varied.
 - 8.3.4 The lunch break may be taken within the period between 11.30 am and 2.30 pm.

The minimum lunch period is 30 minutes, and the normal lunch period is one hour.

An employee may, with the approval of their manager, extend the lunch period up to 2½ hours, provided that this longer lunch break does not prevent the proper functioning of their section.

- 8.3.5 A flexible and adaptable approach to working hours will be adopted to meet peak work demands, service delivery requirements, and the personal circumstances of AHO employees.

Flexible working hours will only be available on the condition that an adequate service is maintained at all times. Services provided by the AHO will not be withdrawn to accommodate the absence of employees under any flexible working hours arrangements.

Flexible working hours arrangements are subject to organisational requirements. A staff member's attendance outside the hours of a standard work day, but within the bandwidth shall be subject to the availability of work.

9. Leave

- 9.1 Support will be provided to Aboriginal staff with respect to their extended family, cultural and ceremonial obligations and their involvement in their communities through the approval of flex and other appropriate leave.
- 9.2 Leave will be authorised and supported in accordance with Clauses 70 to 90 of the Crown Employees (Public Service Conditions of Employment 2002) Award or its replacement.
- 9.3 Flex leave entitlements will be extended to accommodate and recognise additional hours which may be required to be worked to meet the needs of the AHO, and to provide greater flexibility to meet the personal needs of individual staff members.
- 9.4 Flexible working hours as defined in Clause 20 of the Crown Employees (Public Service Conditions of Employment 2002) Award are varied as follows:

A maximum of 18 flex days may be taken in a year. The year will commence with the first flex period in July each year, and conclude at the end of the last flex period commencing in June each year.

Up to 2 flex days may be taken in any flex period, subject to clause 8.3.5 and the approval of the manager.

Flexitime credits in excess of 10 hours at the end of each flex period may be saved up to a limit of 42 hours (6 days) being held at any one time.

On one occasion in a year between 1 and 5 consecutive days may be taken in addition to the 2 day/s available in the flex period, subject to clause 8.3.5 and the approval of the manager.

Approval is required prior to granting any flex leave. Five working days notice is required when 2 or more flex days are requested. This requirement may be waived for exceptional circumstances.

10. Travel Passes

The AHO will fund an up front payment on behalf of interested permanent staff to purchase an annual public transport travel pass (either rail, bus, ferry or a combination of these). Staff in turn will agree to repay this up front payment over 12 months through regular fortnightly deductions from after tax salary. This offer must be taken up by a date to be stipulated for a minimum period of 12 months. The cost of any Fringe Benefit Tax (FBT) implications for staff taking up this offer must be met by the relevant individual officer.

11. Deduction of Association Membership Fees

- 11.1 The Association shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the Association in accordance with the union's rules.

- 11.2 The Association shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 11.3 Subject to (11.1) and (11.2) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the Association in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 11.4 Monies so deducted from the employee's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' union membership accounts.
- 11.5 Unless other arrangements are agreed to by the employer and the Association, all union membership fees shall be deducted on a fortnightly basis.
- 11.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deduction to continue.

12. Review Clause

Should there be any variation to the Crown Employees (Public Sector - Salaries January 2002) Award, or an Award replacing it, during the term of this award, by way of salary increase, or other benefit to the public service, this award shall be varied to give effect to any such salary increase, or other benefit from the operative date of the variation of the former award, or replacement award.

Employees are entitled to the conditions of employment provided by this award and by the *Public Sector Employment and Management Act 2002* and the *Public Sector Employment and Management (General) Regulation 1996*. The provisions of the Crown Employees (Public Service Conditions of Employment 2002) Award or any replacement award, also apply to employees covered by this award, except where specifically varied by this award.

13. Area, Incidence and Duration

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and replaces the Crown Employees (Aboriginal Housing Office 2000) Award published 7 September 2001 (327 IG 671).

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 18 December 1998 (310 IG 359) take effect from 13 August 2004.

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

R. W. HARRISON D.P.

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(1428)

SERIAL C3101

**CROWN EMPLOYEES (TECHNICAL OFFICERS - TREASURY)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1837 of 2004)

Before The Honourable Mr Deputy President Harrison

22 June 2004

REVIEWED AWARD**Arrangement****PART A**

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Salary Packaging Arrangements
4A.	Salary Sacrifice to Superannuation
5.	Dispute Resolution Procedure
6.	Anti-Discrimination
7.	Savings of Rights
8.	Area, Incidence and Duration

PART B**MONETARY RATES**

Table 1 - Salaries

PART A**1. Title**

This award shall be known as the Crown Employees (Technical Officers - Treasury) Award.

2. Definitions

"Act" shall mean the *Public Sector Employment and Management Act* 2002.

"Award" shall mean the Crown Employees (Technical Officers - Treasury) Award.

"Association" shall mean the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

"Officer" means and includes all persons permanently or temporarily employed under the provisions of the *Public Sector Employment and Management Act 2002*, or other appropriate Acts, and who, as at the operative date of this award, were occupying one of the positions covered by this award or who, after that date, are appointed to or employed in one such position.

"Public Employment Office" or "PEO" means the Public Employment Office established under Division 2A of the *Public Sector Employment and Management Act 2002*.

"Treasury", "Office of Financial Management" or "OFM" refers to the Office of Financial Management, New South Wales Treasury.

3. Salaries

- (i) All officers shall be paid in accordance with the salary structure set out in Table 1 - Salaries, of Part B, Monetary Rates.
- (ii) Work value alone is not sufficient to have a position classified and graded as a Grade 1 or Grade 2 Technical Officer - Treasury. Other factors must also be satisfied such as skill shortage, specialist skills and use on the job of higher level competencies.
- (iii) Pay movements within each grade will be based on a pre-defined matrix comprised of competency, performance, market relationship and degree of speciality.
- (iv) Progression is not incremental in nature.

4. Salary Packaging Arrangements

- (i) By mutual agreement with the Treasury and PEO, an officer may, from time to time, elect to receive:
 - (a) a benefit or benefits selected from those approved from time to time by the PEO; and
 - (b) a salary equal to the difference between the salary prescribed for the officer by Clause 3, Salaries, of this Award, and the amount specified by the PEO from time to time for the benefit provided to or in respect of the officer in accordance with such agreement.
- (ii) The agreement shall be recorded in writing and shall be known as a Salary Packaging Agreement. The employee shall be provided with a copy of the signed agreement.
- (iii) A Salary Packaging Agreement shall be for a period of up to 24 months, unless a different period is mutually agreed between the officer and the Treasury at the time of signing the Salary Packaging Agreement.
- (iv) The PEO may vary the range and type of benefits available from time to time at its absolute discretion. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation.
- (v) The PEO will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the officer may elect to terminate the Salary Packaging Agreement immediately.
- (vi) Any allowance, penalty, payment for unused leave entitlements, weekly workers' compensation or other payment, other than any payments for leave taken in service, to which an officer is entitled under this Award or any applicable Award, Act or Statute which is expressed to be determined by reference to an officer's salary, shall be calculated by reference to the salary which would have applied to the officer under Clause 3, Salaries, of this Award, in the absence of the Salary Packaging Agreement made under this clause.

- (vii) Further to the salary packaging outlined in Premiers Department Circular No. 2002 - 61 Salary Packaging For Non-SES Employees, the PEO has approved salary packaging of the private use component of motor vehicles subject to the benefit's monetary value being determined in accordance with the methodology applicable to Senior Executive Service officers under the *Public Sector Employment and Management Act 2002*.

4A. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed by Clause 3, Salaries, of this Award, an employee may elect, subject to the agreement of Treasury, to sacrifice a portion of the salary payable under the said Clause 3 to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed, together with any other salary packaging arrangement under clause 4 of this award, must not exceed fifty (50) per cent of the salary payable under clause 3 or fifty (50) per cent of the currently applicable superannuable salary, whichever is the lesser. In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- (ii) Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
- (a) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYE taxation deductions by the amount of that sacrificed portion; and
 - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly workers' compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this award or any applicable Award, Act or Statute which is expressed to be determined by reference to the salary which would have been applied to the employee under Clause 3, Salaries, of this Award, in the absence of any salary sacrifice to superannuation made under this award.
- (iii) The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
- (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (b) subject to Treasury's agreement, paid into a private sector complying superannuation scheme as employer contributions.
- (iv) Where an employee elects to salary sacrifice to superannuation in terms of this clause, Treasury will pay the sacrificed amount into the relevant superannuation fund.
- (v) Where the employee is a member of a superannuation scheme established under:
- (a) the *Police Regulation (Superannuation) Act 1906*;
 - (b) the *Superannuation Act 1916*;
 - (c) the *State Authorities Superannuation Act 1987*;
 - (d) the *State Authorities Non-Contributory Superannuation Act 1987*; or
 - (e) the *First State Superannuation Act 1992*,

The Treasury will ensure that the amount of any additional superannuation contributions specified in subclause (viii) above is included in the employee's superable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- (vi) Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with Treasury to have superannuation contributions made to a superannuation

fund other than a fund established under legislation listed in subclause (xii) above, Treasury will continue to base contributions to that fund on the salary payable under Clause 3, Salaries, of this Award, to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by Treasury may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

5. Dispute Resolution Procedure

- (i) All disputes or difficulties relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Department, if required.
- (ii) An officer is required to notify (in writing or otherwise) their Director as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter and, if possible, state the remedy sought.
- (iii) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate manager, the notification may occur to the next appropriate level of management, including, where required, to the appropriate Department Head or Delegate.
- (iv) The Director shall convene a meeting in order to resolve the grievance, dispute or difficulty within two days, or as soon as practicable, of the matter being brought to attention.
- (v) If the matter remains unresolved with the Director, the officer may request to meet the appropriate Executive Director in order to resolve the matter. This manager shall respond within 2 days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the member of staff until the matter is referred to the Secretary, NSW Treasury.
- (vi) The Secretary, NSW Treasury may refer the matter to the PEO for consideration.
- (vii) In the event that the matter remains unresolved, the Secretary, NSW Treasury shall provide a written response to the member of staff and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reasons for not taking action, in relation to the matter.
- (viii) An officer may request to be represented by an Association representative.
- (ix) The officer or Association on their behalf, or the Secretary, NSW Treasury may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- (x) The officer, Association, Treasury and PEO shall agree to be bound by any lawful recommendation, order or determination by the Industrial Relations Commission of New South Wales in relation to the grievance, dispute or difficulty.
- (xi) Whilst the procedures are being followed, normal work undertaken prior to notification of the grievance or dispute shall continue unless otherwise agreed between the parties, or in the case of a dispute involving Occupational Health and Safety. If practicable, normal work shall proceed in such a manner as to avoid any risk to the health and safety of any officer or member of the public.

6. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award, the parties have obligations to take all reasonable steps to ensure that the operation of the

provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (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 legislation referred to in this clause.
 - (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

7. Savings of Rights

Should there be a variation to the Crown Employees (Public Sector Salaries - January 2002) Award or an Award replacing that Award, the Technical Officers covered by this Award will maintain the same salary relationship to the rest of the public service. Any such salary increase will be reflected in this Award either by variation to it, or by the making of a new Award.

8. Area, Incidence and Duration

This Award shall apply to all staff employed as Technical Officers in the Office of Financial Management, New South Wales Treasury.

Technical Officers are entitled to the conditions of employment provided by this Award and the *Public Sector Employment and Management Act 2002*, the Public Sector Management (General) Regulation 1996. The provisions of the Crown Employees (Public Service Conditions of Employment 2002) Award and the Crown Employees (Public Sector Salaries - January 2002) Award or any replacement award, also apply to officers covered by this Award, except where specifically varied by this Award.

The salaries rates in Table 1 - Salaries, of Part B, Monetary Rates, are set in accordance with the Crown Employees (Public Sector Salaries - January 2002) Award and any variation or replacement Award.

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and replaces the Crown Employees (Technical Officers - Treasury) Award published 14 September 2001 (327 I.G. 910) and all variations thereof.

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 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.

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

PART B

MONETARY RATES

Table 1 -Salaries

Classification	Per Annum Defined Salary Points (effective from first full pay period after 1 January 2001	Per Annum Defined Salary Points (effective from first full pay period after 1 January 2002	Per Annum Defined Salary Points (effective from first full pay period after 1 January 2003	Per Annum Defined Salary Points full pay (effective from first full pay period after 1 July 2003
Technical Officers				
Treasury, Grade 1	85,438	88,001	91,521	96,097
	89,248	91,925	95,602	100,383
	93,182	95,977	99,817	104,807
	97,056	99,968	103,967	109,165
Technical Officers	98,634	101,593	105,657	110,940
Treasury, Grade 2				
	102,571	105,648	109,874	115,368

R. W. HARRISON *D.P.*

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HEALTH , FITNESS AND INDOOR SPORTS CENTRES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1756 of 2004)

Before Mr Deputy President Grayson

6 June 2004

REVIEWED AWARD

1. Delete clause 34, Savings Provision, in clause 1, Arrangement, of the award published 4 May 2001 (324 I.G. 497), and renumber clause 27A, Traineeships to read as clause 28 and renumber subsequent clauses accordingly:
 28. Traineeships
 29. Superannuation
 30. Annualised Salaries
 31. State Wage Case Adjustment
 32. Anti-Discrimination
 33. Redundancy
 34. Area, Incidence and Duration
 35. Leave Reserved
2. Renumber the clauses in the body of the award to reflect the Arrangement.
3. Delete subclause (b) of clause 21, First-Aid, and insert in lieu thereof the following:

(b) First-aid Kits - See *Occupational Health and Safety Act* 2000 (First-aid Regulation).
4. Delete the words "Item 6" in subclause (a) of clause 23, Allowances, and insert in lieu thereof the following:

Item 5
5. Delete the words "Item 7" in subclause (b) of clause 23, Allowances, and insert in lieu thereof the following:

Item 5
6. Delete the words "clause 33, Area, Incidence and Duration" in paragraph (a) of subclause (i) of clause 28, Traineeships, and insert in lieu thereof the following:

clause 34, Area, Incidence and Duration
7. Delete clause 31, State Wage Case Adjustment, and insert in lieu thereof the following:

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

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

8. 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 Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) and take effect on 8 June 2004.

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

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1657 of 2004)

Before Mr Deputy President Sams

1 July 2004

REVIEWED AWARD

1. Delete subclause (j) and (k) of clause 2, Definitions, of the award published 31 August 2001 (327 I.G. 428), and insert in lieu thereof the following:
 - (j) Shop - refer to section 78 of the *Shops and Industries Act* 1962. Employees covered by this award working in a retail establishment shall be deemed to be employed in a shop.
 - (k) Apprentice - is an individual undertaking an apprenticeship established under the *Industrial and Commercial Training Act* 1989.
2. Delete the reference "clause 3, Definitions" in paragraph (a) and (b) of subclause (iii) of clause 4, Monetary Rates, and insert in lieu thereof the following:

"clause 2, Definitions"
3. Insert the word "by" after the words "purport to apply to parties bound" in subclause (b) of clause 6, Enterprise Arrangements.
4. Delete the words "paragraph (b)" in subclause (c) of clause 6, and insert in lieu thereof the following:

"subclause (b)"
5. Delete the words "that" after the words "shall be no earlier" in subclause (g) of clause 6, and insert in lieu thereof the following:

"than"
6. Delete paragraph (vii) of subclause (d) of clause 7, Redundancy, and insert in lieu thereof the following:
 - (vii) Centrelink Separation Certificate - The employer shall, upon request from an employee whose employment has been terminated, provide to the employee an Employment Separation Certificate in the form required by Centrelink.
7. Delete the reference "clause 12, Wages" of subparagraph (3) of subclause (e) of clause 7, Redundancy, and insert in lieu thereof the following:

"clause 4, Monetary Rates"
8. Delete the word "and" after the words "Industrial Relations Commission of New South Wales" in paragraph (ii) of subclause (e) of clause 7, and insert in lieu thereof the following:

"an"
9. Delete the word "it" after the words "of the said Act or" in the third paragraph of subclause (b) of clause 9, Supported Wage, and insert in lieu thereof the following:

"if"

10. Delete the reference "subclause (i)" of paragraph (d) of subclause (iii) of clause 10, Contract of Employment, and insert in lieu thereof the following:

"subclause (a)"
11. Delete the reference to "clause 7, Hours of Work - Shops" in paragraph (iv) of subclause (a) of clause 14, Implementation of a 38-Hour Week, and insert in lieu thereof the following:

"clause 12, Hours of Work - Shops"
12. Delete the reference "Hours of Work - Factories or Workshop" in subparagraph (B) of subclause (i) of clause 15, Overtime, and insert in lieu thereof the following:

"Hours of Work - Factory or Workshop"
13. Delete the word "fore" in subclause (c) of clause 25, Bereavement Leave, and insert in lieu thereof the following:

"for"
14. Delete the words "of this clause" in subclause (e) of clause 25, and insert in lieu thereof the following:

"of clause 24"
15. 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 1 July 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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(046)

SERIAL C2911

JOINERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1649 of 2004)

Before Mr Deputy President Sams

28 June 2004

REVIEWED AWARD

1. Delete subclause (c) of clause 3, Area, Incidence and Duration, of the award published 26 October 2001 (328 I.G. 1142), and insert in lieu thereof the following:

- (c) 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 June 2004.

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

2. Delete the year "1993" of subclause 9.1 of clause 9, Rates of Pay, and insert in lieu thereof the following:

"2002"

3. Delete the reference "6.2" in definition "Assembler B" of subparagraph (ii) of subclause 9.3 of clause 9, and insert in lieu thereof the following:

"7.2"

4. Delete the reference "6.1" in definition "Assembler A" of subparagraph (iii) of subclause 9.3 of clause 9, and insert in lieu thereof the following:

"7.1"

5. Delete subparagraph (ii) of paragraph (b) and subparagraph (ii) of paragraph (c) of subclause 9.5 of clause 9, and insert in lieu thereof the following:

(b)

- (ii) Any person under 21 years of age entering the trade of shop fitting and/or joinery who has completed the pre-apprenticeship course in either of those trades, of 36 weeks' duration and conducted by the Department of Technical and Further Education, or a registered training organisation shall serve a 33-month period of apprenticeship and the wage shall commence at the second-year rate and continue for a period of nine months, at which time the apprentice shall be progressed to the third-year rate.

(c)

- (ii) Any person under 21 years of age entering the trade of shop fitting and/or joinery who has completed the pre-apprenticeship course in either of those trades, of 36 weeks' duration and conducted by the Department of Technical and Further Education, or a registered training organisation shall serve a 33-month period of apprenticeship and the wage shall commence at the second-year rate and continue for a period of nine months, at which time the apprentice shall be progressed to the third-year rate.

6. Delete the reference "paragraph 9.2(b)" in paragraph (a) of clause 15, Unapprenticed Juniors, and insert in lieu thereof the following:

"paragraph 9.3(c)"

7. Delete the reference "clause 20" in subclause 22.4 of clause 22, Rest Periods, Meals and Crib Times, and insert in lieu thereof the following:

"clause 21"
8. Delete the second paragraph in subclause 22.4 of clause 22, and insert in lieu thereof the following:

The provision of the above subclause shall not apply in the case of an employee who is allowed the rest period prescribed in paragraph 20.1 (b) and (c).
9. Delete subclause 22.5 of clause 22, and insert in lieu thereof the following:

22.5 For the purposes, "usual ceasing time" is at the end of ordinary hours inclusive of time worked for accrual purposes of this clause as prescribed in the said clauses 21 and 26.
10. Delete the reference "clause 20" of subclause 23.1 of clause 23, Overtime and Special Time, and insert in lieu thereof the following:

"clause 21"
11. Delete subclause 23.2 of clause 23, and insert in lieu thereof the following:

23.2 An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of three hours' work at the appropriate rates for each time the employee is so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job he or she was recalled to perform is completed within a shorter period.
12. Delete paragraph (b) of subclause 26.3 of clause 26, Shift Work, and insert in lieu thereof the following:

(b) For the purpose of this clause an employee shall not be required to work for more than five hours without a meal break.
13. Delete the reference "clause 20" in the second paragraph of subclause 29.1 of clause 29, Annual Leave, and insert in lieu thereof the following:

"clause 21"
14. Delete the reference "clause 19" in subparagraph (iii) of subclause 36.5, of clause 36, Redundancy, and insert in lieu thereof the following:

"clause 18"
15. Delete the reference "subclause 29.3" of subclause 40.4 of clause 40, Injury or Disease Pay, and insert in lieu thereof the following:

"subclause 40.3"
16. Delete the reference "clause 51" of subclause 47.5 of clause 47, Stewards/Delegates, and insert in lieu thereof the following:

"clause 49"
17. Delete the reference "clause 46" of subclause 50.1, and insert in lieu thereof the following:

"clause 47"

18. Delete the reference "clause 32" of subclause 50.9, of clause 50, Trade Union Training Leave, and insert in lieu thereof the following:

"clause 30"

P. J. SAMS *D.P.*

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(005)

SERIAL C3056

AERATED WATERS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1616 of 2004)

Before Mr Deputy President Sams

14 July 2004

REVIEWED AWARD

1. Delete paragraph (b) of subclause (iv) of clause 3, Terms of Employment, of the award published 22 February 2002 (331 I.G. 498), and insert in lieu thereof the following:

 (b) Any dispute arising from any such suspension shall be referred to the Industrial Relations Commission of New South Wales.
2. Delete the reference "Eight Hour Day" in subclause (i) of clause 10, Holidays and Sundays, and insert in lieu thereof the following:

 "Labour Day"
3. Delete the reference to "Industrial Committee" in subclause (iii) of clause 12, Sick Leave, and insert in lieu thereof the following:

 "Industrial Relations Commission of New South Wales"
4. Delete the reference "He" at the beginning of subclause (iv) of clause 12, and insert in lieu thereof the following:

 "He/she"
5. Delete the reference " *Factories, Shop and Industries Act* 1962, as amended" in clause 18, First Aid Kit, and insert in lieu thereof the following:

 "applicable Occupational Health and Safety legislation and regulation"
6. Insert after subclause (iii) of clause 19, Time and Wages Sheets, the following new subclause:

 (iv) "Time and Wages records are dealt with by the *Industrial Relations Act* 1996 and the Industrial Relations (General) Regulation 2001".
7. Delete subclause (a) of clause 26, Area, Incidence and Duration, and insert in lieu thereof the following:

 (a) This award shall apply to aerated waters and beverage makers, bottlers, washers, carters, grooms, stablepersons, yardpersons, motor wagon drivers, and labourers employed in or in connection with the manufacture and/or distribution of aerated water, other soft drinks, fruit juices, cider, cordials, ginger beer, hop and other non-intoxicating beers and/or similar types of beverages with or without alcoholic content within the State excluding the County of Yancowinna.
8. 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 1 July 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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(217)

SERIAL C2939

**CLERICAL AND ADMINISTRATIVE EMPLOYEES (JOHN FAIRFAX
PUBLICATIONS) AWARD 2000**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1726 of 2004)

Before Mr Deputy President Grayson

15 July 2004

REVIEWED AWARD

1. Insert in numerical order in clause 2, Arrangement of the award published 7 September 2001 (327 I.G. 719) the following new clause number and subject matter:

11A. Reasonable Hours

2. Delete subclause (viii) of clause 3, Definitions and insert in lieu thereof the following:
(viii) "Union" shall mean the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union.
3. Insert after clause 11, Weekend Penalty Rates, the following new clause:

11A. Reasonable Hours

- (i) Subject to subclause 11A(ii) an employer may require an employee to work reasonable overtime at overtime rates.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (iii) For the purposes of subclause 11A(ii) what is unreasonable or otherwise will be determined having regard to:
 1. any risk to employee health and safety;
 2. the employee's personal circumstances including any family and carer responsibilities;
 3. the needs of the workplace or enterprise;
 4. the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 5. any other relevant matter.
4. Insert after the words "Except as to the provisions of clauses" in subclause (i) of clause 30, Exemption the following:

"11A Reasonable Hours"

5. Delete subclause (iii) of clause 30, Exemption and insert in lieu thereof the following:
(iii) The amount prescribed in subclause (i) of this clause shall be adjusted in accordance with clause 8(v) of this award.
6. Insert after subclause (iv) of clause 32, Area, Incidence and Duration the following new subclause:
(v) 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 18 December 1998 (85 IR 38) take effect on and from 15 July 2004.

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

J. P. GRAYSON *D.P.*

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(582)

SERIAL C2963

**SADDLERY, LEATHER, CANVAS AND PLASTIC MATERIAL
WORKERS' (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3853 of 2004)

Before The Honourable Justice Kavanagh

8 July 2004

VARIATION

1. Delete subclause (b) of clause 4, Wage Rates, of the award published 8 February 2002 (331 I.G. 120), 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 - Rates of Pay**

Group	Former Rate Per Week \$	SWC 2004 \$	New Rate Per Week \$
A	503.70	19.00	522.70
B	500.00	19.00	519.00
C	497.80	19.00	516.80
D	493.80	19.00	512.80
E	482.80	19.00	501.80
F	477.10	19.00	496.10
G	474.90	19.00	493.90
H	473.80	19.00	492.80
I	471.10	19.00	490.10
J	467.80	19.00	486.80
K	466.10	19.00	485.10
L (all others)	465.00	19.00	484.00
L (glove manufacture with less than 6 months' experience)	459.90	19.00	478.90
M	457.40	19.00	476.40

Table 2 - Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	4(3)23(b)	Leading Hand 1-5 employees	21.60 per week
2	4(3)23(b)	Leading Hand 6-10 employees	27.30 per week
3	4(3)23(b)	Leading Hand 11-15 employees	37.50 per week
4	4(3)23(c)	First Aid	8.90 per week
5	7(a)	Repairing Harness - Offensive Nature	0.38 per hour
6	7(b)	Repairing Canvas - Offensive Nature	0.37 per hour
7	8(b)	Operating a Forklift	0.43 per hour
8	12(c)	Meal Allowance - more than one & one half hours overtime	9.85
9	12(c)	Meal Allowance - where employee has provided a meal and not required to work	9.05

3. This variation shall take effect from the beginning of the first full pay period to commence on or after 31 August 2004.

T. M. KAVANAGH *J.*

Printed by the authority of the Industrial Registrar.

(707)

SERIAL C3021

VAN SALES EMPLOYEES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales and the Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern, New South Wales, industrial organisation of employees.

(Nos. IRC 3573 and 3574 of 2003)

Before Commissioner Cambridge

29 June 2004

VARIATION

1. Delete clause 5, Arbitrated Safety Net Adjustment, of the award published 7 September 2001 (327 I.G. 529), and insert in lieu thereof the following:

5. Arbitrated Safety Net Adjustment

- (a) The rates of pay in this award include the adjustments payable under the State Wage Case May 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 Table 1 - Wages, of Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wages

Classification	Total Rate Per Week \$
Van Sales Employees Local - In charge of a vehicle with a carrying capacity of:	
up to or equal to 2 tonnes	511.40
over 2 and up to 5 tonnes	515.10
over 5 tonnes	519.30
Van Sales Employees Country - In charge of a vehicle with a carrying capacity of:	
up to or equal to 2 tonnes	526.10
over 2 and up to 5 tonnes	530.00
over 5 tonnes	534.40

The carrying capacity shall be the difference between the tare weight and the aggregate weight as shown on the vehicle registration certificate.

3. Delete Item numbers 1, 6 and 7 of Table 2 - Other Rates and Allowances, of the said Part B, and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	4(ii)	Allowance for driving refrigerated vans	6.72 per week
6	44(vi)	Technical Qualification Allowance	15.94 per week
7	44(vii)	Washing of any vehicle	7.45

4. This variation shall take effect from the first full pay period to commence on or after 30 June 2004.

I. W. CAMBRIDGE, Commissioner.

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(1614)

SERIAL C2780

TRAINING WAGE (STATE) AWARD 2002

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Business Industrial, an organisation of employers and a State Peak Council for Employers and another.

(No. IRC 1185 of 2004)

Before Commissioner McLeay

16 April 2004

VARIATION

1. Delete the words "Furniture and Furnishings Trades (State) Award" appearing in paragraph (f) of subclause (i) of clause 9, Area, Incidence and Duration, of the award published 26 September 2003 (341 I.G. 569).

2. Insert in alphabetical order the words "Furniture and Furnishings Trades (State) Award" in subclause (ii) of clause 9, Area, Incidence and Duration.
3. Insert in alphabetical order in subclause (c) of Appendix A - Rates of Pay or Industry Skill Levels the following:

Furnishings-Furniture Making Certificate III
 Furnishings-Mattress and Base Making Certificate III
 Furnishings-Picture Framing Certificate III
 Furnishings-Soft Furnishing Certificate III
 Furnishings-Upholstery Certificate III
4. Insert in alphabetical order in subclause (d) of Appendix A - Rates of Pay or Industry Skill Levels the following:

Furnishings-Blinds and Awnings Certificate II
 Furnishings-Floor Covering and Finishing Certificate II
 Furnishings- Furniture Finishing Certificate II
 Furnishings-Furniture Making Certificate II
 Furnishings-Mattress and Base Making Certificate II
 Furnishings-Picture Framing Certificate II
 Furnishings-Soft Furnishing Certificate II
 Furnishings-Surface Finishing Certificate II
 Furnishings-Upholstery Certificate II
5. This variation shall take effect from the first full pay period to commence on and from 16 April 2004.

J. McLEAY, Commissioner.

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(140)

SERIAL C2158

CLUB EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 369 of 2003)

Before Mr Deputy President Sams

13 February 2003

VARIATION

1. Delete Table 2 - Other Rates and Allowances, of Part J, Monetary Rates, of the award published 20 October 2000 (319 I.G. 589), and insert in lieu thereof the following:

Table 2 - Other Rates and Allowance

- (i) On and from 28 February 2003:

Item No.	Part No.	Clause No.	Brief Description	Amount \$
1	B	9.5.2, 9.11.2, 9.17.1	Shift Penalty	1.8814 per hour
2	B	9.5.2, 9.11.2, 9.17.1	Minimum Payment	6.42 per day
3	B	9.5.3, 9.11.3	Broken Shift Penalty	9.33 per day
4	B	9.5.4, 9.11.4	Night Shift Penalty	12.40 per day
5	B	12.1.5(a)	Apprentices Prof. Allowance: 1st Occasion	2.73 per week
6	B	12.1.5(b)	2nd Occasion	4.54 per week
7	B	12.1.5(c)	3rd Occasion	6.34 per week
8	C	21.1.1(i)	First Aid Allowance	16.88 per week
9	B	9.15.4, 14.1.5, 14.1.6	Meal Allowance	9.00 per occasion
10	C	22.1.1(i)	Clothing - Permanent Employees	15.83 per week
11	C	22.1.1(ii)	Apprentices	6.64 per week
12	C	22.1.1(iii)	Casuals	2.34 per day
13	C	22.1.4	Shoe Allowance only: Clothing - Permanent Employees	3.65 per week
14	C	22.1.4	Apprentices	1.77 per week
15	C	22.1.4	Casuals	0.55 per day
16	C	22.1.9(i)	Laundry Allowance: Permanent Employees	7.95 per week
17	C	22.1.9(ii)	Apprentices	3.59 per week
18	C	22.1.9(iii)	Cummerbund	1.01 per week
19	C	22.1.9(iv)	Casuals	2.34 per day
20	C	22.1.9(v)	Cooks	11.31 per week
21	C	22.1.9(vi)	Apprentice Cooks	4.77 per week
22	C	22.1.9(vii)	Casual Cooks	3.03 per day

23	C	20.1.1(i)	Meal provided - deduct	9.00 per week
24	C	20.1.1(ii)	Board & Lodgings - deduct	85.98 per week
25	C	20.1.1(iii)	Lodgings only - deduct	41.05 per week
26	C	23.1.1	Tool Allowance	9.14 per week
27	C	23.1.2	Apprentice Tool Allowance	5.54 per week

2. This variation shall take effect from the first full pay period on or after 28 February 2003.

P. J. SAMS *D.P.*

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(140)

SERIAL C2159**CLUB EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4132 of 2003)

Before Mr Deputy President Sams

14 August 2003

VARIATION

1. Delete Table 2 - Other Rates and Allowances, of Part J, Monetary Rates, of the award published 20 October 2000 (319 I.G. 589), and insert in lieu thereof the following:

Table 2 - Other Rates and Allowance

- (i) On and from 14 August 2003:

Item No.	Part No.	Clause No.	Brief Description	Amount \$
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1	B	9.5.2, 9.11.2, 9.17.1	Shift Penalty	1.9416 per hour
2	B	9.5.2, 9.11.2, 9.17.1	Minimum Payment	6.63 per day
3	B	9.5.3, 9.11.3	Broken Shift Penalty	9.63 per day
4	B	9.5.4, 9.11.4	Night Shift Penalty	12.80 per day
5	B	12.1.5(a)	Apprentices Prof. Allowance: 1st Occasion	2.82 per week
6	B	12.1.5(b)	2nd Occasion	4.69 per week
7	B	12.1.5(c)	3rd Occasion	6.54 per week
8	C	21.1.1(i)	First Aid Allowance	17.10 per week
9	B	9.15.4, 14.1.5, 14.1.6	Meal Allowance	9.12 per occasion
10	C	22.1.1(i)	Clothing - Permanent Employees	16.04 per week
11	C	22.1.1(ii)	Apprentices	6.73 per week
12	C	22.1.1(iii)	Casuals	2.37 per day
13	C	22.1.4	Shoe Allowance only: Clothing - Permanent Employees	3.70 per week
14	C	22.1.4	Apprentices	1.79 per week
15	C	22.1.4	Casuals	0.56 per day
16	C	22.1.9(i)	Laundry Allowance: Permanent Employees	8.05 per week
17	C	22.1.9(ii)	Apprentices	3.64 per week
18	C	22.1.9(iii)	Cummerbund	1.02 per week
19	C	22.1.9(iv)	Casuals	2.37 per day
20	C	22.1.9(v)	Cooks	11.46 per week
21	C	22.1.9(vi)	Apprentice Cooks	4.83 per week
22	C	22.1.9(vii)	Casual Cooks	3.07 per day

23	C	20.1.1(i)	Meal provided - deduct	9.12 per week
24	C	20.1.1(ii)	Board & Lodgings - deduct	87.10 per week
25	C	20.1.1(iii)	Lodgings only - deduct	41.58 per week
26	C	23.1.1	Tool Allowance	9.26 per week
27	C	23.1.2	Apprentice Tool Allowance	5.61 per week

2. This variation shall take effect from the first full pay period on or after 14 August 2003.

P. J. SAMS *D.P.*

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