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(342)

SERIAL C3215

FORESTRY FIELD OFFICERS (FORESTRY COMMISSION OF NEW SOUTH WALES) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 5726 of 2003)

Before Mr Deputy President Grayson

1 December 2003

REVIEWED AWARD**PART A**

Clause No.	Subject Matter
1.	Definitions
2.	Salaries
3.	Fire Fighting
4.	Conditions of Employment
5.	Dispute and Grievance Resolution Procedures
5A.	Anti-Discrimination
6.	Reserved Matters
7.	Area, Incidence and Duration

PART B**MONETARY RATES**

Table 1 - Salaries

Table 2 - Other Rates and Allowances

1. Definitions

"Officer" means and includes all persons permanently or temporarily employed under the provisions of the *Public Sector Employment and Management Act* 2002 who, as at the beginning of the first pay period to commence on or after the date the award is made were occupying one of the positions covered by this award or who, after that date, are appointed to one such position, but does not include any person who resigned or whose services were terminated prior to the making of this award.

"Service" means continuous service. Future appointees shall be deemed to have the years of service indicated by the salaries at which they are appointed.

"State Forests of New South Wales" is the trading name of the Forestry Commission of New South Wales.

"Fire Fighting" means all work involved in a fire suppression effort in which there is State Forests participation, from the reporting, through to reconnaissance, organisation of resources, control and mop up to completion of patrol and may involve office duty in the organisation and direction of the fire fighting effort as well as work at the fire front.

"Campaign Fire" means those fire situations where shift work is introduced by the Regional Manager and shall occur whenever likely involvement in fire fighting outside normal working hours is such that one or more of the officers taking part after ceasing duty and taking the prescribed rest period would not be able to resume normal duties.

"Duty Officer" means an officer rostered for duty associated with fire fighting organisation including monitoring lookout towers, ground or aerial patrols, receiving and passing on fire reports and other information, altering reserve resources where necessary, liaising with other organisations involved in fire protection and performing normal duties as required.

"Normal Working Hours" means the bandwidth hours of the flexible working hours arrangement for officers.

"On-Call" means the availability of an officer outside normal working hours in accordance with a roster or by direction, either at home or some other acceptable location for call-out for fire fighting or as Duty Officer, and requires that the officer shall also be available for occasional consultation by others and for acceptance of messages.

"Active Standby" means performing all necessary fire surveillance activities such as monitoring of lookout towers and or ground patrols and initiation of fire fighting activities as required, either from home or some other suitable location, by an officer in accordance with a roster or by direction of the Chief Executive Officer.

"Forester" means an officer appointed as such who has obtained a degree in Forestry in a Faculty of Science of a recognised university requiring a minimum of 4 years full-time study or an officer or a person, appointed as such, who is deemed by State Forests as holding equivalent qualifications.

"Project Forester" means an officer appointed as such who has obtained a degree in Forestry in a Faculty of Science of a recognised university requiring a minimum of 4 years full-time study or an officer or a person, appointed as such, who is deemed by State Forests to hold equivalent qualifications (ie: Diploma Forestry and 3 year Environmental degree or equivalent).

"Forest Assistant" means an officer appointed as such to assist Foresters in aspects of district and regional administration, management and research.

"Forest Assistant Grade 2" means a Forest Assistant appointed to a position approved as such.

"Forester Grade 1" means a Forester appointed as such and shall include a person appointed as Project Forester. This is the entry level position and the essential criteria for Forester 1 is generic.

"Forester Grade 2" means a Forester appointed to a position approved as such and shall include the competencies identified for the position.

"Forester Grade 3" means a Forester appointed to a position approved as such and who meet the competencies identified for the position.

"Forester Grade 4" means a Forester appointed as such and shall include a person who meets the competencies identified for the position.

"Forester Grade 5" means a Forester appointed as such and shall include a person appointed as Specialist Forester.

"Forester Grade 6" means a Forester appointed as such.

"Forester Grade 7" means a Forester appointed as such and shall include a person appointed as Regional Manager or equivalent management position. Promotion to all Forester positions is by open competition and merit selection.

2. Salaries

Forest Assistants and Foresters shall receive salaries as set out in Part B, Monetary Rates, of this award.

3. Fire Fighting

- (i) Weekends and Public Holidays - All fire fighting performed by an officer on weekends or on public holidays shall be paid in accordance with the Crown Employees (Public Service Conditions of Employment) Award 2002.
- (ii) Weekdays -
 - (a) Normal-Time necessarily occupied in fire fighting outside normal working hours on any weekday shall be paid in accordance with the Crown Employees (Public Service Conditions of Employment) Award 2002.
 - (b) Campaign Fires-Where a Campaign Fire has been declared, the following will apply:
 - (1) Each rostered shift shall be of 7 hours duration and shall be broken by a meal break of at least 30 minutes.
 - (2) Officers rostered on shift work on any weekday shall be paid the following allowances in addition to their ordinary rate:
 - Shifts commencing at or after 6am and before 10am - Nil
 - Shifts commencing at or after 10am and before 1pm-10%
 - Shifts commencing at or after 1pm and before 4pm-12.5%
 - Shifts commencing at or after 4pm and before 4am-15%
 - Shifts commencing at or after 4am and before 6am-10%

These allowances shall not apply to any overtime worked.
 - (3) For work directed to be performed outside a rostered shift, officers shall be compensated in accordance with the Crown Employees (Public Service Conditions of Employment) Award 2002.
 - (4) The rostered shift of any officer who has been directed to work on a campaign fire shall be deemed to have commenced at the officer's starting time on that day.
 - (5) No officer, unless otherwise directed, shall commence a second or subsequent shift or revert to normal duty unless the opportunity for a rest period of at least 8 hours has been provided. Where work is directed to be performed within the prescribed rest period it shall be paid in accordance with subparagraph (3) above.
- (iii) Duty Officer - All time worked outside normal working hours by the Duty Officer shall be paid in accordance with the Crown Employees (Public Service Conditions of Employment) Award 2002.
- (iv) On-Call and Active Standby-Officers required to be on-call outside normal working hours shall be compensated in accordance with the following:
 - (a) Payment or leave in lieu at the rate of 1/3 hour for each hour on-call at the officer's election.
 - (b) Leave in lieu shall be cleared prior to an officer being granted recreation leave.

Officers required to be on active standby outside normal working hours shall be compensated in accordance with the following:

- (a) Payment or leave in lieu at the rate of 2/3 hour for each hour of active standby at officer's election.
- (b) Leave in lieu shall be cleared prior to an officer being granted recreation leave.
- (v) Hours of Work -
 - (a) Subject to this clause, officers shall work flexible working hours in accordance with State Forests Flexible Working Hours Agreement.
 - (b) Officers shall be permitted to carry over a 20 hour credit from one 4 week settlement period to the following period for the duration of the statutory bush fire danger period each year.
- (vi) Conditions -
 - (a) For the purposes of calculating payment for fire fighting overtime for Duty Officers and, where appropriate, for on-call or active standby, the maximum salary rate shall be the maximum rate prescribed in the Crown Employees (Public Service Conditions of Employment) Award 2002.
 - (b) Subject to paragraph (c) hereunder, officers who commence on-call or active standby outside normal working hours shall be compensated in terms of subclause (iv) of this clause for a minimum of 3 hours per day on-call or active standby.
 - (c) Where an officer is on-call or on active standby and is called out to undertake Duty Officer or fire fighting duties, the 3 hour minimum referred to in paragraph (b) above shall not apply and the officer shall be compensated only for actual time worked, provided that the total entitlement, when such time so worked is combined with on-call or active standby, shall be subject to a minimum of three hours.
 - (d) Fire fighting, Duty Officer, active standby or time spent on-call shall conform to approved Regional Fire Protection Guidelines.
 - (e) No claim for fire fighting, Duty Officer, active standby, or time spent on-call shall be paid unless the Chief Executive Officer has certified as to its necessity.

4. Conditions of Employment

Conditions of employment shall be those contained in the following awards and agreements:

Public Sector Employment and Management Act 2002

Crown Employees (Transferred Employees Compensation) Award

Crown Employees (Public Service Conditions of Employment) Award 2002

Crown Employees (Transferred Officers Excess Rent Assistance) Agreement 1981

Personnel Handbook

5. Dispute and Grievance Resolution Procedures

Step 1

The officer should approach the relevant supervisor concerning their grievance.(in person or in writing). The officers' supervisor should address this grievance as soon as possible. A meeting should be held to address the issue. This meeting must be held within one working day of receipt of notification of the grievance.

Timeframes should be set at this initial meeting to determine dates by which the grievance should be resolved.

At any point, the officer is entitled to involve union or other representation to act solely as an observer.

An informal attempt to resolve the matter should be made at this stage.

If the officer cannot approach their direct supervisor because the grievance concerns him/her, they should speak with a Branch/Regional Manager.

Step 2

If after the officer has referred the matter to their supervisor it is still unresolved, it can be referred to a Grievance Manager, usually the Branch or Regional Manager.

The officers supervisor must provide an explanation as to why the grievance has not been resolved in the decided time frame.

The Branch or Regional Manager must then attempt to resolve the grievance as soon as possible. The Grievance Manager may consult with Human Resources Managers or General Managers for further assistance in resolving the matter.

The Grievance Manager will, with the agreement of the employee making the complaint and within 48 hours, decide on who is to fully investigate the matter and make recommendations for its resolution.

The investigation will involve:

Informing the party who is the subject of the complaint.

Providing this person with the opportunity to answer allegations.

Interviewing people who can help ascertain the facts.

Obtaining documentation that is necessary.

Identifying options for the resolution of the matter and discussing these with the parties.

Step 3

If the matter is unable to be resolved by the Branch/Regional Manager it must be referred to the Divisional Manager who then becomes responsible for resolving the grievance.

The Human Resources Division (Head Office) must be kept informed if the matter has industrial or human resources implications.

The person investigating the grievance will report the facts of the matter, options for resolution and recommended options to the Grievance Manager or delegate. With the approval of the Grievance Manager, the preferred option for resolution will be discussed with the parties, including the union delegate where involved. Any objection by the parties will be noted and taken into account by the Grievance Manager in making the final decision on the matter.

Step 4

If the matter is still unresolved, it can then be directed to be resolved through direct union/management negotiations, or if the officer does not wish to have union representation, it can proceed to this level with direct employee/management negotiations.

Step 5

As a last resort, the dispute can be referred to the New South Wales Industrial Relations Commission.

While these steps are being followed, normal work should continue unless there is a proven health and safety risk associated. If normal work cannot be continued, the officers Divisional Human Resources Manager or the Human Resources Division should be contacted so that alternative work arrangements can be made.

Once the matter has been resolved the relevant parties will continue to monitor the environment under which the grievance occurred, for a period of time to ensure compliance with the remedy. Feedback on the process will be sought from the parties to identify where improvements can be made.

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.

5a. 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.

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".

6. Reserved Matters

During the life of the award the parties intend to negotiate a single instrument for all Public Service employees of State Forests. The Forestry Field Officers (Forestry Commission of New South Wales) Award will form part of the proposed single instrument.

7. Area, Incidence and Duration

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 rescinds and replaces the Forestry Field Officers (Forestry Commission of New South Wales) Award published 9 February 2001 (322 I.G. 203) 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 1 December 2003.

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	Year of Service	Amount Effect. 14/1/2002 \$	Amount Effect.13/1/2003 \$	Amount Effect. 7/7/2003 \$
Forest Assistant -				
Grade 1	First year	33,142	34,468	36,191
	Second year	35,026	36,427	38,248
	Third year	36,259	37,709	39,594
	Fourth year	37,686	39,193	41,153
	Fifth year	42,645	44,351	46,569
Grade 2	First year	45,665	47,492	49,867
	Second year	48,791	50,743	53,280
Foresters				
Grade 1	First year	37,686	39,193	41,153
	Second year	42,645	44,351	46,569
	Third year	45,665	47,492	49,867
	Fourth year	48,791	50,743	53,280
	Fifth year	53,841	55,995	58,795
	Sixth year	57,734	60,043	63,045
Grade 2	First year	60,773	63,204	66,364
	Second year	63,157	65,683	68,967
	Third year	64,380	66,955	70,303
Grade 3		66,988	69,668	73,151
Grade 4		68,308	71,040	74,592
Grade 5		69,638	72,424	76,045
Grade 6	First year	79,416	82,593	86,723
	Second year	81,089	84,333	88,550
Grade 7		82,913	86,230	90,542

Table 2 - Other Rates and Allowances

Clause No.	Brief Description	Amount
Refer to Clause 47 in Part B of the Crown Employees (Public Service Conditions of Employment) Award 2002	Flying Time allowance	\$13.30 per hour

J. P. GRAYSON *D.P.*

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(1036)

SERIAL C2707

STAEDTLER (PACIFIC) PTY LTD AWARD 1999

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 5802 of 2003)

Before Commissioner Cambridge

13 April and 18 October 2004

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

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Hours
4.	Wages
5.	Casuals
6.	Overtime
7.	Sunday and Holiday Rates
8.	Recall
9.	Training
10.	Multi-skilling
11.	Holidays
12.	Meal Breaks and Meal Money
13.	Payment of Wages
14.	Term of Engagement
15.	Sick Leave
16.	Personal/Carer's Leave
17.	Bereavement Leave
18.	Jury Service
19.	Long Service Leave
20.	Annual Leave
21.	First-aid
22.	Uniforms
23.	Disciplinary Procedure
24.	Redundancy
25.	Grievance and Dispute Resolution Procedure
26.	Automation and Mechanisation
27.	Consultative Mechanism
28.	Superannuation
29.	Area, Incidence and Duration

PART B**MONETARY RATES**

Table 1 - Wages

Table 2 - Other Rates and Allowances

2. Title

This award shall be known as the Staedtler (Pacific) Pty Ltd Award 1999.

3. Hours

The ordinary hours of work prescribed herein shall be 38 per week and shall not exceed ten on any one day. The ordinary hours are to be worked between the hours of 6.00 a.m. and 6.00 p.m., Monday to Friday. Provided that:

- (i) In any arrangement of ordinary working hours where they are to exceed eight on any one day, the arrangement of hours shall be subject to agreement between the employer and the majority of employees in the plant or work sections concerned.
- (ii) The spread of hours may be altered by mutual agreement of the employer and the majority of employees in the plant or section or sections concerned.
- (iii) In any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to agreement between the section or sections concerned. Ordinary hours not exceeding 12 on any day may be worked, subject to:
 - (a) the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12-Hour Shifts;
 - (b) proper health monitoring procedures being introduced;
 - (c) suitable roster arrangement, being made; and
 - (d) proper supervision being provided.

Notwithstanding anything contained in subclauses (i) and (ii) of this clause, employees may be engaged on afternoon and night shifts. Such employees shall be paid a shift allowance of 25 per cent of the ordinary hourly rate while working on afternoon shift and 33 1/2 per cent of the ordinary hourly rate while on night shift. For the purposes of this clause, "afternoon shift" shall mean a shift finishing after 6.00 p.m. and at or before midnight, and "night shift" shall mean a shift finishing after midnight and at or before 7.30 a.m.

4. Wages

- (i) Grades - All adult employees shall be graded in one of the following classifications and informed accordingly in writing within 14 days of appointment to such position. Payment for each classification level is as set out in Table 1.
 - (a) Setter-up - Will carry out more advanced machine setting, basic quality checks, supervision of batch changes and regular maintenance within the scope of this qualification.
 - (b) Despatch - Will carry out the normal duties implied by this classification, including checking of goods, dealing with paperwork appropriate to this and, where licensed to do so, deliveries outside the factory complex.
 - (c) Grooving and Shaping Machine Operator - Will carry out the functions required on these machines and their associated feeding, clamping and cutting devices. Such functions will include basic maintenance, rectification of minor machine faults, batch change adjustments and basic quality checks.
 - (d) All Other Machine Operators - Will carry out the operator functions of these machines after appropriate training. Such functions will include basic maintenance, rectification of minor machine faults, batch change adjustments and basic quality checks.
 - (e) All Other Employees - Will carry out basic functions not included in the classifications above. Such functions will include basic quality checks.
- (ii) Junior Employees - The minimum rates of wages to be paid to junior employees shall, subject to the other provisions of this award, be the following percentages of the total wage for the classification of All Other Employees in paragraph (e) of subclause (i) of this clause, from time to time effective, rounded to the nearest five cents:

Under 17 years of age 60 per cent.

At 17 years of age 80 per cent.

- (iii) Any employee required to operate a fork lift shall be paid an amount per hour as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. Such work is performed with a maximum payment in any week of an amount as set out in the said Item 1.
- (iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2003. These adjustments may be offset against:
 - (a) any equivalent overaward payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

5. Casuals

Casual employees shall be paid at the appropriate hourly rate for the classification concerned and outlined in clause 4, Wages, plus 15 per cent. Casual employees shall be engaged and paid by the hour. Casual employees shall receive a minimum payment of four hours per start.

6. Overtime

- (i) Except as hereinafter provided, all time worked in excess of the hours prescribed in clause 3, Hours, shall be paid for at the rate of time and one-half for the first two hours and double time thereafter.

Reasonable Overtime

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

When overtime work is necessary it shall, where reasonably practicable, be so arranged that the employee has at least ten consecutive hours off duty between work on consecutive days.

An employee on day work who works so much overtime between his/her usual finishing time on one day and the commencement of his/her ordinary work on the next day that the employee has not had at least ten consecutive hours off duty between those times shall, subject to this clause, be released after completion of such overtime until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If, on the specific instructions of the employer, such employee on day work resumes or continues work without having had such ten consecutive hours off duty, he/she shall be paid at double time until released from duty.

- (ii) Time off in lieu of overtime may be taken at ordinary rates if requested by the employee. When time off in lieu is at the request of the employer, time off is calculated with the appropriate penalty rate applying. Such time off in lieu can only be taken when agreement exists between the parties.

7. Sunday and Holiday Rates

- (i) All work performed by any employee on a Sunday shall be paid for at the rate of double time, with a minimum payment of four hours per start.
- (ii) All work performed on the holidays prescribed by clause 11, Holidays, shall be paid at the rate of double time and a half, with a minimum payment of four hours per start.

8. Recall

An employee who is recalled to work after leaving the place of employment shall be paid a minimum of four hours at overtime rates.

9. Training

Employees may be required to undertake training for a wider range of duties and/or access to higher skill levels as detailed in clause 4, Wages.

10. Multi-Skilling

- (i) The parties to this award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industry.
- (ii) Employees shall perform work which is incidental or peripheral to their main tasks or functions and is within the scope of their skills and competence, provided this is not meant to deskill the workforce.
- (iii) Discussion from time to time may take place at the enterprise with the view towards workers performing a wider range of tasks and towards the removal of demarcation barriers.

11. Holidays

- (i) New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight-hour Day, Christmas Day and Boxing Day are the days proclaimed as public holidays for the State and observed in the locality of the enterprise. With the mutual consent of the employer and the majority of employees, the union picnic day may be added to annual leave in lieu of such picnic day.

No deduction shall be made from the wages of weekly employees for such holiday. Provided that where an employee, without leave or reasonable excuse, is absent from work on the working day immediately preceding or succeeding any holidays, he or she shall not be entitled to payment for such holiday.

- (ii) When the employer terminates the employment of an employee within one week of the day on which an award holiday occurs, the employee shall be paid for such holidays, provided such employee has been employed by the employer for at least one month and employment has not been terminated for misconduct.

12. Meal Breaks and Meal Money

- (i) A period of at least 30 minutes and not more than one hour shall be allowed for meals, to be taken at a mutually agreed time and in a manner so as not to disrupt the production process.

A morning tea break of ten minutes shall be allowed without loss of pay.

- (ii) No employee shall work for more than five hours without a suitable interval for a meal unless at the request of the employee.
- (iii) Any employee required to work overtime for more than one hour without being notified the day before that he or she will be so required to work shall either be supplied with a meal by the employer or paid an amount as set out in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

13. Payment of Wages

- (i) Except where otherwise agreed upon between the majority of the employees and the employer, wages shall be paid weekly on the same day each week within 15 minutes of leaving work and any employee kept waiting beyond 15 minutes shall be paid overtime rates for the time kept waiting beyond the said 15 minutes.
- (ii) Where an employee's services are terminated by the employer for reasons other than misconduct, all wages due to the employee shall be paid immediately.
- (iii) Where the employment is terminated by reason of the employee's misconduct, all wages due to the employee shall be paid within 24 hours of such termination, and at the rate of the classification under which the employee was last employed for all working time until such payment is made.
- (iv) Notwithstanding subclause (i) of this clause, all ordinary-time earnings may be paid, in the employer's time, at least once each fortnight. Furthermore, such payment may be made by cheque or by electronic funds transfer to an individual employee's account at a financial institution mutually agreed upon, in the following cases:
 - (a) where the majority of employees and the employer agree;
 - (b) by individual agreement between an employer and any particular employee;
 - (c) at the employer's discretion for any new employees employed after 30 June 1992.
- (v) Overtime shall be paid within a week from the pay day succeeding the day or days on which such overtime becomes due. Provided that where wages are paid fortnightly, overtime shall be paid within the fortnight from the day succeeding the day or days on which such overtime became due.

14. Term of Engagement

- (i) All employees, other than casual employees, shall be engaged by the week and paid by the week.

In order to terminate the employment of a permanent employee the employer must give to the employee the following notice:

Period of Service	Period of Notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

In addition to the notice in (i) employees over 45 years of age at the time giving of the notice with not less than two years service are entitled to an additional weeks notice.

Payment in lieu of notice prescribed in (i) must be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the notice specified and part payment in lieu thereof.

In calculating payment in lieu of notice, the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice must be used.

The period of notice in this clause does not apply in the case of dismissal for serious misconduct, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specific task or tasks.

- (ii) The notice of termination required to be given by an employee shall be the same as that required of an employer, except that there is no additional notice based on the age of the employee concerned. If an employee fails to give notice the employer has the right to withhold moneys due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.
- (iii) Provided that this shall not affect the right of the employer to dismiss an employee without notice for misconduct, in which case payment shall be made up to the time of dismissal of such employee.
- (iv) Employment for the first three months shall be considered probationary.

Employment during such probationary period may be terminated only by one hour's notice on either side, or by the payment or forfeiture, as the case may be, of one hour's wages in lieu of notice.

Any employee who has once served a probationary period of three months with the employer shall not be required to serve another probationary period.

- (v) The company may make application to the Industrial Relations Commission of New South Wales for a stand down order on the basis that such application refers to circumstances unforeseen and beyond the company's control.

15. Sick Leave

- (i) Each employee on weekly hiring who has completed three months' continuous service and is absent from work on account of personal illness shall be entitled to leave of absence with pay, subject to the following conditions and limitations:
 - (a) Each application for leave under this provision shall be determined individually.
 - (b) The employee shall, within two hours of the commencement of such absence, inform the employer of the inability to attend for duty and, as far as practicable, state the nature of the illness or injury and the estimated duration of the absence.
 - (c) Employees shall furnish such evidence as the employer may reasonably require that they were unable, by reason of such illness or injury, to attend for duty on the day or days for which sick leave is claimed.
 - (d) When an employee has completed three months' continuous service, that employee shall be entitled retrospectively to sick leave taken in accordance with this clause during that three months' continuous service.
- (ii) Subject to paragraph (b) of subclause (i) of this clause, the employee shall be entitled to five days' sick leave during the first 12 months of employment and eight days during the second year of employment and ten days during each subsequent year of employment.

16. Personal/Carer's Leave

- (1) Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), 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 15, Sick Leave, of this Award, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee including a former spouse, a de-facto spouse or a former de-facto spouse; 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.
- (2) Unpaid Leave for Family Purpose
 - (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.
- (3) Annual Leave

- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act* 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
 - (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (4) Time Off in Lieu of Payment for Overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
 - (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
 - (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (5) Make-up Time
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (6) Rostered Days Off
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
 - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
 - (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

17. Bereavement Leave

- 17.1 An employee other than a casual employee shall be entitled to up to 4 days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in 17.3 below.
- 17.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.

- 17.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in 16(1)(c), provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 17.4 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.
- 17.5 Bereavement leave may be taken in conjunction with other leave available. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

18. Jury Service

An employee on weekly hiring required to attend for jury service during ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of such attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time that the employee would have worked had jury service not occurred.

Employees shall notify the employer as soon as possible of the date upon which they are required to attend for jury service. Further, the employees shall give the employer proof of such attendance, the duration of such attendance and the amount received in respect of such jury service.

19. Long Service Leave

See *Long Service Leave Act 1955*.

20. Annual Leave

- (a) See *Annual Holidays Act 1944*.

- (b) Annual Leave Loading -

- (i) In this clause, the *Annual Holidays Act 1944* is referred to as "the Act".
- (ii) Before an employee is given and takes an annual holiday or where, by agreement between the employer and the employee, the annual holiday is given and taken in more than one separate period, then before each of such separate periods the employer shall pay the employee a loading determined in accordance with this clause.

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

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

NOTE: See subclause (vii) of this clause as to holidays taken wholly or partly in advance after 31 December 1974.

- (v) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (v) of this clause, at the rate per week of 17.5 per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing his/her annual holiday.
- (vi) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when he/she would have become entitled under the Act to an annual holiday, the loading then becomes payable in

respect of the period of such holiday and is to be calculated in accordance with subclause (vi) of this clause, applying the award rate of wages payable on that day.

- (vii) Where, in accordance with the Act, the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned:
 - (a) An employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause (vi) of this clause.
 - (b) An employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid, in addition to the amount payable to him/her under the Act, such proportion of the loading that would have been payable to the employee under this clause if he/she had become entitled to an annual holiday.
- (viii) When the employment of an employee is terminated by the employer for a cause other than misconduct, and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which the employee became, the employee shall be paid a loading calculated in accordance with subclause (vi) of this clause for the period not taken.

21. First-Aid

An employee required by the employer to act as a first-aid person shall be paid an amount per day as set out in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. (For details of the first-aid chest, see relevant Occupational Health and Safety legislation and regulations.)

22. Uniforms

The employer shall provide each employee with two uniforms each year. It shall be the responsibility of the employee to ensure that the uniform is kept clean.

23. Disciplinary Procedure

The following procedure shall be adhered to by the company and the employees:

- (i) Employees who exhibit unsatisfactory performance or behaviour shall be counselled so that they understand the standards expected of them and will be offered assistance and guidance in achieving those standards.
- (ii) Confidential written records of such counselling will be made. The employee will be shown the written record and will have the opportunity of commenting on its contents, whether in writing or orally. The record will only be placed on the employee's file when the employee has been given the opportunity of responding to the record.
- (iii) Employees whose performance or behaviour is unsatisfactory will be given adequate time to demonstrate a willingness to improve. If, at the end of this period, the employee shows no willingness to improve, in the opinion of the company, then disciplinary action up to and including dismissal may be taken.
- (iv) Nothing in the procedure shall limit the right of the company to summarily dismiss an employee for serious and wilful misconduct.
- (v) At all stages of the disciplinary process the employee will be entitled to have another available employee present as a witness, if desired. The union representative may be informed, providing employee confidentiality is not breached.

24. Redundancy

(A) Application -

- (i) This clause shall apply in respect of full-time and part-time persons employed in the classifications specified by clause 4, Wages.
- (ii) This clause shall apply, in respect of employers who employ more than 15 employees immediately prior to the termination of employment of employees, in the terms of paragraph (i) of subclause (D) of this clause.
- (iii) Notwithstanding anything contained elsewhere in this award, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be not more than to give such employees an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable employment.
- (iv) Notwithstanding anything contained elsewhere in this award, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(B) Introduction of Change -

(i) Employer's Duty to Notify -

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

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

(ii) Employer's Duty to Discuss Change -

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

(C) Redundancy -

(i) Discussions before Terminations -

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

(D) Termination of Employment-

- (i) Notice for Changes in Production, Program, Organisation or Structure - This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, program, organisation or structure, in accordance with subparagraph (a) of paragraph (i) of subclause (B) of this clause.

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

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

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

- (ii) Notice for Technological Change - This paragraph sets out the notice provisions to be applied to termination by the employer for reasons arising from technology in accordance with subparagraph (a) of paragraph (i) of subclause (B) of this clause.
 - (a) In order to terminate the employment of an employee, the employer shall give to the employee three months' notice of termination.
 - (b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
 - (c) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act* 1955, the *Annual Holidays Act* 1944, or any Act amending or replacing either of these Acts.
 - (iii) Time Off during the Notice Period -
 - (a) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.
 - (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
 - (iv) Employee Leaving during the Notice Period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause as those to which the employee would have been entitled had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
 - (v) Statement of Employment - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.
 - (vi) Notice to Centrelink - Where a decision has been made to terminate the employment of employees, the employer shall notify Centrelink thereof as soon as possible, giving relevant information, including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
 - (vii) Centrelink Separation Certificate - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an Employment Separation Certificate in the form required by Centrelink.
 - (viii) Transfer to Lower-paid Duties - Where an employee is transferred to lower-paid duties for reasons set out in subparagraph (a) of paragraph (i) of subclause (B) of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rate for the number of weeks of notice still owing.
- (E) Severance Pay -
- (i) Where the employment of an employee is to be terminated pursuant to paragraph (i) of subclause (D) of this clause, subject to further order of the Industrial Relations Commission of New South

Wales, the employer shall pay the employee the following severance pay in respect of a continuous period of service:

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

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

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

Years of service	Under 45 years of age entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over 1	20 weeks

- (c) "Week's pay" means the all-purpose rate for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, overaward payments, shift penalties and allowances paid in accordance with clause 3, Wages.

- (ii) Incapacity to Pay - Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (i) of this subclause.

The Industrial Relations Commission of New South Wales shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in the said paragraph (i) will have on the employer.

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

25. Grievance and Dispute Resolution Procedure

The procedure for the resolution of industrial disputation will be in accordance with the following: These procedural steps are:

- (i) Procedure relating to a grievance of an individual employee:
- (a) The employee is required to notify the employer (in writing or otherwise) as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.

- (b) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (c) Reasonable time limits must be allowed for discussion at each level of authority.
 - (d) At the conclusion of the discussions, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (e) While a procedure is being followed, normal work must continue.
 - (f) The employee may be represented by an industrial organisation of employees.
- (ii) Procedure for a dispute between an employer and the employees:
- (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (b) Reasonable time limits must be allowed for discussion at each level of authority.
 - (c) While a procedure is being followed, normal work must continue.
 - (d) The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.
 - (e) If the matter remains unresolved at the workplace level either party may refer the matter to the Industrial Relations Commission of NSW for assistance in resolving the matter.

26. Automation and Mechanisation

Where, on account of the introduction or proposed introduction by an employer of mechanisation or technological changes in the industry in which they are engaged, the employer terminates the employment of an employee who has been employed for a period of the 12 preceding months, the employer shall give the employee three months' notice of the termination of employment; provided that, if the employer fails to give such notice in full, the employer shall pay the employee at the ordinary rate of pay applicable under this award for a period equal to the difference between three months and the period of the notice given, and the period of notice required by this clause to be given shall be service with the employer for the purpose of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of those Acts; and provided further that the right of the employer summarily to dismiss an employee for malingering, inefficiency, neglect of duty or misconduct shall not be prejudiced by the fact that the employee has been given notice pursuant to this clause of the termination of employment.

27. Consultative Mechanism

Parties to this award shall establish a consultative mechanism, appropriate to the size, structure and needs of the enterprise, for the purposes of consultation and negotiation on matters affecting their efficiency and productivity.

28. Superannuation

The Company will provide superannuation contributions according to the following table to the Staedtler Employees Superannuation Fund (which is a complying fund for the purposes of Superannuation Guarantee Legislation), or such other amount of superannuation contribution that is required from time to time by relevant superannuation legislation and regulations.

Year	Percentage of Ordinary Time Earnings
1999-2000	7
2000-2001	8

2001-2002	8
2002 -2003 and subsequent years	9

29. 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 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."

30. Area, Incidence and Duration

This award rescinds and replaces the Staedtler (Pacific) Pty Ltd Award 1999, published 10 November 2000 (320 I.G. 172), as varied. It applies to all employees engaged in the manufacture of pencils in wood, crayons, writing pastels and chalks and assembling of pens, markers and erasers at the Staedtler (Pacific) Pty Ltd enterprise at Dee Why in the State of New South Wales.

The Award comes into effect on 12 November 1999 and shall remain in force until 1 November 2000.

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 13 April 2004.

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

PART B

MONETARY RATES**Table 1 - Wages**

Category	Level	SWC 2002 Weekly rate permanent amount** \$	Hourly rate permanent \$	Hourly rate casual * \$	SWC 2003 Adjustment \$	SWC 2003 Total weekly rate \$	Hourly rate permanent \$	Hourly rate casual \$
Setter Up Cat. 1	1	477.60	12.56843	15.65817	17.00	494.60	13.0158	16.2155
	2	490.10	12.89737	16.06797	17.00	507.10	13.3447	16.6253
	3	503.60	13.25264	16.51058	17.00	520.60	13.70	17.0679
Despatch Cat. 2	1	465.10	12.23948	15.24835	17.00	482.10	12.6868	15.8056
	2				17.00			
	3	489.00	12.86843	16.03192	17.00	506.00	13.3158	16.5893
All Other Machine Operator Cat. 4	1	438.10	11.52895	14.36315	17.00	455.10	11.9763	14.9204
	2	449.55	11.83027	14.73854	17.00	466.55	12.2776	15.2958
	3	461.00	12.13158	15.11393	17.00	478.00	12.5789	15.6712
All Other Employees (Packer) Cat. 5	1	431.40	11.35264	14.14350	17.00	448.40	11.80	14.7008
	2	437.00	11.50000	14.32708	17.00	454.00	11.9474	14.8845
	3	448.50	11.80264	14.70412	17.00	465.50	12.25	15.2615

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

** Weekly Rate Permanent rounded to nearest 5 cents

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2002 Amount \$	SWC 2003 Amount \$
1	4(iii)	Fork Lift Allowance	0.40 per hour 7.46 per week (max.)	0.41 per hour 7.70 per week (max)
2	12(iii)	Meal Money	8.30 per meal	8.55 per meal
3	21	First Aid	1.60 per day	1.65 per day

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

I. W. CAMBRIDGE, Commissioner.

Printed by the authority of the Industrial Registrar.

(754)

SERIAL C2714

CEMENT INDUSTRY (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 5705 of 2003)

Before Commissioner Cambridge

16 April 2004 and
7 September 2004

REVIEWED AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
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1.	Arrangement
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2. Definitions
3. Hours of Work
4. Rates of Pay
5. Extra Rates
6. Mixed Functions
7. Shift Work
8. Overtime
9. Labour Flexibility
10. Enterprise Arrangements
11. Contract of Employment
12. Requirements to Work in Accordance with the Needs of the Industry
13. Holidays
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PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

2. Definitions

- (i) Shift Workers mean employees working on a one, two or three shift system.
- (ii) Day Workers mean employees other than shift workers.
- (iii) Continuous work means work carried on with consecutive shifts of employees throughout the 24 hours of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

3. Hours of Work

- (i) Day Workers - The ordinary working hours of day workers shall be:

152 per 4-week work cycle, to be worked in 19 days of not more than 8 hours per day, Monday to Friday, inclusive (provided that one day in each 4 week work cycle shall be free from duty) between 7.00 a.m. and 5.00 p.m.,

or such hours and between such times as may be arranged by mutual agreement between the Company and the employee; provided that the hours of work, as mutually arranged, shall be continuous except for a meal break.

(ii) Shift Workers -

(a) The average ordinary working hours of shift workers shall not exceed:

8 during any day; or
38 per week; or
76 in 14 consecutive days; or
114 in 21 consecutive days; or
152 in 28 consecutive days.

(b) 20 minutes shall be allowed each shift for crib which shall be counted as time worked.

(c) The time of commencing and finishing shifts, once having been determined, may be varied by agreement between the employer and the accredited representative of the Union to suit the circumstances of the establishment or, in the absence of the agreement, by seven days' written notice of alteration given by the employer to the employee.

4. Rates of Pay

(i) Rates of pay for each of the following sections shall subject to the other provisions of this award be as set out in Table 1 - Rates of Pay, of Part B, Monetary Rates.

A Quarries

B. Materials Receiving, Raw Milling, Kilns and Cement Mills

C. Laboratory

D. Despatch

E. General

F. Engine Drivers, Plant Operators etc.

G. Maintenance

(ii) Electrical Mechanic's Licence - In addition to the rates prescribed in Table 1 - Rates of Pay of Part B, Monetary Rates, a person employed and working as a tradesperson and possessing a New South Wales Electrical Licence (Qualified Supervisors Certificate (Electrician) and Certificate of Registration (Electrician)) issued under the *Home Building Act* 1989 shall be paid the allowance as shown in Items 1 and 2 of Table 2, Other Rates and Allowances, of Part B, Monetary Rates. This allowance shall be paid for all purposes of the award.

(iii) Tool allowance - In addition to the rates of pay set out in Table 1 of Part B, the Tool Allowances set out in Items 3, 4, 5 and 6 of Table 2, shall apply.

H. Youths - The rates of pay for youths shall be the following percentages of the minimum rates payable under this award from time to time effective, calculated to the nearest ten cents.

Age	Percentage of Minimum Rate Payable under this Award
Under 17 years of age	50
At 17 years of age	70
At 18 years of age	90
At 19 years of age and over	Adult rate of pay according to classification

- I. Leading hands - A Leading Hand appointed as such by the employer to be in charge of the work of other employees shall be paid the appropriate amount specified in Items 7, 8 and 9, of Table 2, of Part B, in addition to the rate for the employee's particular classification.
 - J. Disability Allowance - In addition to the rates prescribed herein a Disability Allowance per week as set out in Item 10 of Table 2 of Part B, shall apply.
- (iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2003. These adjustments may be offset against:
- (A) any equivalent over award payments; and/or
 - (B) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

5. Extra Rates

- (i) An employee required to work in the rain for a continuous period of more than one hour shall be paid an additional 50% of the ordinary time rate of pay for time so worked.
- (ii) An employee appointed by the employer to perform first-aid duty shall be paid per day an amount as set in Item 11 of Table 2 of Part B.
- (iii) An additional amount per hour as set in Item 12 of Table 2 shall be paid:
 - (a) Cleaning and/or repair of roofs in excess of six metres from ground level.
 - (b) Working inside an Electrostatic Precipitator.
- (iv) Employees required to use explosive powered tools shall be paid an amount extra per hour as set in Item 13 of Table 2.
- (v) A bricklayer and an employee appointed to assist the bricklayer in the alteration or repair to kilns or refractory work shall be paid an amount per hour extra as set in Item 14 of Table 2, whilst so engaged. This rate shall be regarded as part of the wage rate for all purposes.
- (vi) An employee engaged in either the preparation and/or the application of epoxy based materials or materials of a like nature shall be paid an amount per hour extra as set in Item 15 of Table 2.

In addition, employees applying such material in buildings which are normally air conditioned shall be paid an amount per hour extra as set in Item 16 of Table 2 for any time worked when the air conditioning plant is not working.

Where there is an absence of adequate natural ventilation the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and in addition protective clothing shall be supplied in accordance with the Occupational Health and Safety Regulation 2001.

Employees working in close proximity to employees so engaged shall be paid an amount per hour extra as set in Item 17 of Table 2.

For the purpose of this clause, all materials which include or require the addition of a catalyst hardener and reactive additives or two-pack catalyst system shall be deemed to be materials of a like nature.

- (vii) Painters engaged on spray painting, which is carried out in other than a properly constructed booth, approved by the New South Wales Department of Industrial Relations, shall be paid an amount per hour extra as set in Item 18 of Table 2.

- (viii) Persons employed upon any chokage or oil chokage (other than domestic) and who are required to open up any soil pipe, waste pipe or drain pipe conveying offensive material, or scupper containing sewerage, shall be paid an additional amount per day or part thereof as set in Item 19 of Table 2.
- (ix) An Electrical Tradesperson (other than one who is classified as an Electronic Tradesperson) when required to do the work of fault finding, repair and testing of complex and intricate circuitry at the component level shall be paid an allowance per day as set in Item 20 of Table 2.
- (x) Employees called upon to carry out Garage Attendant duties shall be paid the rate specified for Plant person (Crusher & Conveying) in Section A, Quarries, clause 4, Rates of Pay.
- (xi) Employees engaged on Barring Down a quarry face on a rope will be paid an allowance per day as set in Item 21 of Table 2, whilst so engaged.

6. Mixed Functions

An employee engaged for two hours or more on any day or shift on duties carrying a higher rate than the ordinary classification, shall be paid the higher rate for such day or shift. If for less than two hours per day or shift, the employee shall be paid the higher rate for the time so worked.

7. Shift Work

- (i) Shift workers whilst on afternoon or night shift, shall be paid an allowance calculated on the basis of 15% of the ordinary rate of pay per shift.
- (ii) A shift worker who is rostered to work on a shift other than the shift on which the employee would ordinarily be rostered to work shall be paid at overtime rates for any such shift in respect of which the employee has not been given at least 48 hours' notice.
- (iii) Day workers required to transfer to afternoon or night shift or afternoon and night shift workers required to transfer to day work for a period of not less than eight hours on less than five consecutive days or shifts, shall be paid at the rate of time and one-half except on Saturdays, Sundays and public holidays when the appropriate penalty rates shall apply.
- (iv) Day workers may be employed as and become shift workers for a period of not less than five shifts and shall be paid accordingly; provided that an employee shall be paid at overtime rates for any shift upon which the employee is employed as a shift worker under this clause in respect of which the employee has not been given at least 48 hours' notice.

8. Overtime

- (i) Other than continuous Shift Workers - For all time worked in excess of, or outside ordinary working hours and times prescribed by this award, shall be paid at the rate of time and a half for the first two hours and double time thereafter, except for employees required to work twelve hour continuous shifts (i.e. eight hours shift plus four hours overtime) for five or more consecutive shifts for the specific purpose of major repair or maintenance to plant and equipment who shall during such a period of work be paid at the rate of double time for overtime.
- (ii) Subject to existing provisions a day worker called upon to work during the recognised meal time shall be paid at the rate of time and a half for such work and thereafter until a meal break is allowed.
- (iii) Continuous Shift Workers:
 - (1) All time worked in excess of the ordinary working hours prescribed by this award shall be paid at the rate of double time except for the twentieth shift which will be paid at double time at the 38 hour rate i.e. the ordinary weekly wage divided by 38.
 - (2) This subclause shall not apply when the time is worked:
 - (a) by arrangement between the employees themselves: or

- (b) For the purpose of effecting the customary rotation of shifts.
- (iv) General:
 - (a) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days. An employee who works so much overtime between the termination of the ordinary work on one day and the commencement of the ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times shall, subject to this subclause be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the employee's absence.

If on the instructions of the Company such employee resumes on continuous work without having had such 10 consecutive hours off duty the employee shall be paid at double rate until the employee is released from duty for such period and the employee then shall be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. The provisions of this subclause shall apply in the case of shift workers as if eight hours were substituted for ten when overtime is worked.

 - (b)
 - (i) An employee shall be paid a "call-out" where the employee is recalled to work after having left the employer's premises and shall be paid a minimum of four hours at overtime rates for such work; provided that this provision shall not apply where the employee is notified that such overtime is to be continuous (subject to a reasonable meal break) with the completion or commencement of the ordinary working time. Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job the employee was recalled to perform is completed within a shorter period.
 - (ii) Wherever practicable an employee required to work overtime as an extension of the commencement of an ordinary day or shift, shall be advised thereof prior to leaving work.
 - (iii) Where the actual time worked is less than three hours, overtime worked in the circumstances specified in paragraph (a) of this subclause it shall not be regarded as overtime for the purpose of the rest period provision prescribed in paragraph (a) of this subclause.
 - (c) Shift allowance and extra rates shall not be subject to any premium or penalty additions.

9. Labour Flexibility

- (i) The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, consistent with the classification structure of this award, provided that such duties are not designed to promote deskilling.
 - (ii) The employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.
 - (iii) Any direction issued by the employer pursuant to subclauses (i) and (ii) shall be consistent with the employer's responsibility to provide a safe and healthy working environment.
 - (iv) Where an employee may have genuine reason not to be retrained, the Training and Job Design Committee at each location will develop a mechanism to ensure that employee is not disadvantaged.
- Where a Training and Job Design Committee does not exist, the employer may, as an alternative, contact the relevant union official to ensure the employee is not disadvantaged.
- (v) Each site is to develop agreed transitional arrangements to ensure the orderly implementation of the new award level structure.

10. Enterprise Arrangements

Enterprise Arrangements:

(1)

- (a) As part of the Structural Efficiency exercise and as an ongoing process for improvements in productivity and efficiency, discussion should take place at an enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction, and positive assistance in the restructuring process and to encourage consultation mechanisms across the workplace to all employees in an enterprise and consideration of a single bargaining unit in all multi-union/union award workplaces. Union delegates at the place of work may be involved in such discussions.
- (b) The terms of any proposed genuine arrangement reached between an employer and employee(s) in any enterprise shall, after due processing, substitute for the provisions of this award to the extent that they are contrary, provided that:
 - (i) a majority of employees affected genuinely agree;
 - (ii) such arrangement is consistent with the current State Wage Case principles.
- (c)
 - (i) Before any arrangement requiring variation to the award is signed and processed in accordance with subclause (2), details of such arrangements shall be forwarded in writing to the union or unions with members in that enterprise affected by the changes and the employer association, if any, of which the employer is a member. A union or an employer association may, within 14 days thereof, notify the employer in writing of any objection to the proposed arrangements, including the reasons for such objection.
 - (ii) When an objection is raised, the parties are to confer in an effort to resolve the issue.

Procedures to be followed -

(2) Such enterprise arrangements shall be processed as follows:

- (a) All employees will be provided with the current prescriptions (e.g., award, industrial agreement or enterprise arrangement) that apply at the place of work.
- (b)
 - (i) Where an arrangement is agreed between the employer and the employees or their authorised representative at an enterprise, such arrangement shall be committed to writing. Where the arrangement is agreed between the employer and an absolute majority of permanent employees under this award at an enterprise, such arrangement shall be committed to writing.
 - (ii) The authorised representative of the employees at an enterprise may include a delegate, organiser or official of the relevant union if requested to be involved by the majority of employees at the establishment.
- (c) The arrangement shall be signed by the employer, or the employer's duly authorised representative, and the employees, or their authorised representative with whom agreement was reached.
- (d) Where an arrangement is objected to in accordance with subclause (1)(c) (i) and the objection is not resolved, an employer may make application to the Industrial Commission to vary the award to give effect to the arrangement.

- (e) The union and/or employer association shall not unreasonably withhold consent to the arrangements agreed upon by the parties.
- (f) If no party objects to the arrangement, then a consent application shall be made to the Industrial Commission to have the arrangement approved and the award varied in the manner specified in paragraph (g). Such applications are to be processed in accordance with the appropriate State Wage Case principles.
- (g) Where an arrangement is approved by the Industrial Commission and the arrangement is contrary to any provisions of the award, then the name of the enterprise to which the arrangement applies, the date of operation of the arrangement, the award provisions from which the said enterprise is exempt, and the alternative provisions which are to apply in lieu of such award provisions (or reference to such alternative provisions), shall be set out in a schedule to the award.
- (h) Such arrangement when approved shall be displayed on a notice board at each enterprise affected.
- (i) No existing employee shall suffer a reduction in entitlement to earnings, a award or overaward, for working ordinary hours of work as the result of any award changes made as part of the implementation of the arrangement.

11. Contract of Employment

- (i) Subject as provided elsewhere in this award, employment shall be on a weekly basis.
- (ii) Employment of employees on probation for the first two weeks of service shall be from day to day at the weekly rate fixed; determinable at a day's notice.
- (iii) Employees shall perform such work as the Company shall, from time to time, reasonably require and an employee not attending for or not performing the duty shall, except as provided by clause 18, Sick Leave, lose pay for the actual time of such non-attendance or non-performance.
- (iv) Subject as aforesaid employment shall be terminated by a week's notice on either side, given at any time during the week, or by the payment or forfeiture of a week's wages, as the case may be.
- (v) This clause shall not affect the right of the Company to deduct payment for any day or portion thereof during which the employee is stood down by the Company as the result of refusal of duty, malingering, inefficiency, neglect of duty or misconduct on the part of the employee or to deduct payment for any day during which the employee cannot be employed usefully because of any strike or through any breakdown of machinery or due to any cause for which the Company cannot reasonably be held responsible.
- (vi) This clause shall not affect the right of the Company to dismiss an employee without notice for of refusal of duty, malingering, inefficiency, neglect of duty or misconduct and in such cases wages shall be payable up to the time of dismissal only.
- (vii) Upon resigning from employment, an employee shall be paid or shall be forwarded, by post, all wages due to the said employee not later than the first office working day next following the day on which the resignation takes effect.
- (viii) Notwithstanding the provisions of subclauses (i), (ii) and (iv) of this clause, where, on account of the introduction or proposed introduction by the Company of mechanisation or technological changes in the industry in which the employee is engaged, the Company terminated the employment of an employee who has been employed by it for the preceding twelve months, the Company shall give the employee three months' notice of the termination of employment; provided that, if it fails to give notice in full:

- (a) The Company shall pay the employee at the rate specified for the employee's ordinary classification in clause 4, Rates of Pay, for the period equal to the difference between three months and the period of the notice given; and
- (b) The period of notice required by the subclause to be given shall be deemed to be service within the company for the purpose of the *Long Service Leave Act 1955*, the *Long Service Leave (Metalliferous Mining Industry) Act 1963*, the *Annual Holidays Act 1944*, or any Act amending or replacing any of these Acts; and provides further that the rights of the Company to stand down an employee in accordance with subclause (v), of this clause or summarily to dismiss an employee for the reasons specified in subclause (vi), of this clause, shall not be prejudiced by the fact that the employee has been given notice pursuant to this subclause of the termination of employment.

12. Requirements to Work in Accordance With the Needs of the Industry

- (i) For the purpose of meeting the needs of the industry an employee may be required to work reasonable overtime including work on Sundays and holidays at the rate prescribed by this award and, unless reasonable excuse exists, the employee shall work in accordance with such requirements.
- (ii) For the purpose of meeting the needs of the industry an employee may be required to transfer from one system of work to another system of work prescribed by this award at the rate applicable thereto and unless reasonable cause exists an employee shall transfer in accordance with such requirement.

13. Holidays

- (i)
 - (a) The days on which New Years Day, Australia Day, Good Friday, Easter Monday, Easter Saturday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, are observed, and any special days appointed by proclamation as public holidays for the State shall be holidays.
 - (b) In addition to the above holidays, an additional day shall be granted each year. The parties recognise that the first Monday in December each year, being the picnic day of the Australian Workers' Union, New South Wales shall be granted as the additional holiday. The day on which this picnic day is observed may be varied by agreement between an individual Employer and the Union.
- (ii) An employee not required to work on a holiday shall be paid at the ordinary rate of pay for such holiday. This provision for payment does not apply to:
 - (a) a shift worker who is rostered on for duty on a holiday and fails to report;
 - (b) employees absent without leave or reasonable excuse on the working day preceding, or, the working day succeeding a holiday.
- (iii) Provided that, in the case of other than continuous shift workers, where a Rostered Day Off falls on a public holiday, the Rostered Day Off shall be taken on the ordinary working day immediately preceding or succeeding such public holiday as the case may be.
- (iv) Where an employee is absent from employment on the working day before or the working day after either a public holiday or a Rostered Day Off that immediately precedes or succeeds a public holiday without reasonable excuse or without the consent of the employer the employee shall not be entitled to payment for such holiday.

14. Saturday, Sunday and Holiday Rates

- (i) Time worked on rostered shifts by shift workers on Saturdays shall be paid for at the rate of time and one-half.

- (ii) Time worked on Sundays shall be paid for at double the ordinary rate of pay.
- (iii) Time worked on holidays shall be paid for at double and a half the ordinary rate of pay.
- (iv) An employee required to work overtime on a Saturday, Sunday or Public Holiday shall be afforded a minimum of four hours work or paid for four hours at the appropriate rate.

15. Annual Leave

- (i) For other than continuous process shift workers - see *Annual Holidays Act 1944*.
- (ii)
 - (a) Continuous process shift workers as defined in subclause (iii) of clause 2, Definitions with a period of 12 months continuous service on 31 December, each year, less the period of annual leave shall be allowed a further period of seven consecutive days leave, inclusive of non-working days, with thirty-eight hours' pay at ordinary rates in addition to the period of leave to which they are entitled under the *Annual Holidays Act 1944*.
 - (b) An employee, who, during the twelve months prior to annual leave falling due, has been engaged for part of that period as a continuous process shift worker, shall be entitled to a due proportion of the additional seven days' leave prescribed in paragraph (a) of this subclause for which the employee shall be paid at ordinary rates for three and one-sixth hours for each month of service as a continuous process shift worker.
 - (c) Any continuous process shift worker whose employment is terminated through no fault of the employee's own or who leaves employment in circumstances which do not amount to misconduct shall be paid three and one-sixth hours at ordinary rates for each month of service as a continuous process shift worker during the current twelve-monthly period in addition to the amount due under the *Annual Holidays Act 1944*.
 - (d) For the purpose of paragraphs (b) and (c) of this subclause the number of months of service shall be calculated by dividing the total of ordinary shifts worked during the qualifying period by nineteen. Any remainder of nine and one-half or over shall count as a month and if less than nine and one-half shall be disregarded.
 - (e) The annual leave provided for by this clause shall be allowed and shall be taken and, except as provided by paragraph (c) of this subclause, payment shall not be made or accepted in lieu of annual leave.
 - (f) When any special or public holiday, for which a continuous process shift worker is entitled to payment under this award occurs during the period of additional annual leave provided for by this clause the said period of leave shall be increased by one day, in respect of that special or public holiday.
- (iii) In addition to the provisions of subclauses (i) and (ii) of this clause, employees, other than seven day shift workers, proceeding on annual leave shall receive an Annual Leave Loading of 20 per cent of the rate of pay prescribed in clause 4, Rates of Pay.
- (iv) For the purposes of annual leave a seven day shift worker shall be paid at the average rate for the employee's normal shift cycle which shall include shift allowance, weekend penalties and the twentieth shift payment.
- (v) On termination, Annual Leave Loading will be paid to an employee with 12 months or more continuous service.

16. Long Service Leave

See *Long Service Leave Act 1955*, and the *Long Service Leave (Metalliferous Mining Industry) Act 1963*.

17. Jury Service

An employee required to attend for jury service:

- (i) During the employee's ordinary working hours, or
- (ii) Immediately following an ordinary night shift or immediately preceding an ordinary afternoon shift on which the employee is rostered to work and, as result of attending for jury service, is not reasonably able to report for work on that shift or afternoon shift as the case may be;

shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

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

18. Sick Leave

- (i) An employee who is unable to attend for duty during the ordinary working hours by reason of personal illness or personal incapacity not due to the employee's own serious and wilful misconduct shall be entitled to be paid at ordinary time rates of pay for the time of such non-attendance subject to the following:
 - (a) The employee shall not be entitled to be paid leave of absence for any period in respect of which the employee is entitled to workers' compensation.
 - (b) The employee shall as soon as reasonably practicable and within eight hours of commencement of such absence inform the employer of the employee's inability to attend for duty and as far as practicable, state the nature of the injury or illness and the estimated duration of such absence. If it is not reasonably practicable to inform the employer within eight hours of such absence the employee shall inform the employer within 24 hours of such absence.
 - (c) The employee shall prove to the satisfaction of the Company, or in the event of a dispute, the Industrial Commission that the employee is or was unable, on account of such illness or incapacity, to attend for duty on the day or days for which payment under this clause is claimed.
 - (d) The employee shall be entitled to sick leave not exceeding 38 ordinary working hours in the first year of employment and 76 ordinary working hours in each subsequent year of employment.
 - (e) Any period of paid sick leave allowed by the Company to an employee shall be deducted from the period of sick leave which may be allowed or may be carried forward under this award or in respect of the earliest year of employment for which the employee has an accumulated or accrued right.
- (ii)
 - (a) Notwithstanding anything contained in this clause, if the full period of sick leave as prescribed is not taken in any year, such portion as is not taken shall be cumulative for a period of four years, from the end of the year in which it accrues.
- (iii) In the case of any employee who otherwise is entitled to payment under this clause but who, at the time of the absence concerned, has not given three months continuous service in the employee's current employment with the company, the right to receive payment shall not arise until the employee has given such service.
- (iv) For the purpose of this clause continuous service shall be deemed not to have been broken by:

- (a) any absence from work on leave granted by the company;
- (b) any absence from work by reason of personal illness, injury or other reasonable cause proof whereof shall, in each case, be upon the employee; provided that any time so lost shall not be taken into account in computing the qualifying period of three months.
- (v) Service before the day of coming into force of this award shall be counted as service for the purpose of qualifying thereunder.

19. Personal Carer's Leave

(1) Use of Sick Leave -

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 18, sick leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee; or spouse or de factor spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de factor partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (1) "relative" means a person related by blood, marriage or affinity;
 - (2) "affinity" means a relationship that one spouse because of marriage has to blood relatives of other; and
 - (3) "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not

practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Unpaid Leave for Family Purpose -

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.

(3) Annual Leave -

- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act* 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause above, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

(4) Time Off in Lieu of Payment for Overtime -

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

(5) Make-up Time -

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

(6) Rostered Days Off -

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

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

20. Bereavement Leave

- (i) An employee other than a casual employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subclause (iii) of this clause.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal carer's leave as set out in subparagraph (ii) of paragraph (c) of subclause (1) of clause 19, Personal Carer's Leave, provided that for the purposes of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with the other leave available under subclauses (2), (3), (4), (5) and (6) of the said clause 19. In determining such a request the employer will give special consideration to the circumstances of the employee and the reasonable operational requirements of the business.

21. Accident Pay

- (i) An employee shall be entitled to payment of accident pay where the employee receives an injury for which compensation is payable to the employee pursuant to the provisions of *Workers Compensation Act 1987* and/or any relevant successor legislation.
- (ii) Accident Pay means the payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the *Workers Compensation Act 1987* and/or any relevant successor legislation and the employee's ordinary rate of pay for thirty-eight hours or where then capacity is for a lesser period than one week, the difference between the amount of compensation and the ordinary rate for that period.
- (iii) Accident Pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity is continuing at the expiration of the first two weeks of employment in which case accident pay shall only be payable in respect of that part of such period of incapacity which extends beyond the first two weeks of employment.
- (iv) The employer shall pay, or cause to be paid accident pay as defined in subclauses (ii) and (iii) above, during the incapacity of the employee arising from any one injury for a total of fifty - two weeks whether the incapacity is in one continuous period or not.
- (v) The termination of the employee's employment shall in no way affect the liability of accident pay as provided in this clause.
- (vi) In the event of an employee receiving a lump sum in redemption of weekly payments under the said Act, the liability of the employer for accident pay (for which weekly payments have been recovered) shall cease from the date of such redemption.
- (vii) Where the employee recovers damages from a third party in respect of the said incapacity independently of the said Act, the employee shall be liable to repay to the employer the amount of accident pay which

the employee has received under this clause and the liability of the employer for accident pay shall cease.

22. Union Delegates

The company shall allow an employee, appointed by the employees and accredited in writing by the Union, the necessary time during working hours, to interview its representatives on matters affecting the employees whom the said employee represents.

23. Meal Money

- (i) An employee required to work overtime for more than 2 hours after the ordinary ceasing time, without having been notified before leaving work on the previous day or shift that the employee would be required to work overtime, shall be provided, free of cost, with a suitable meal or shall be paid the sum as set in Item 22 of Table 2 of Part B, and if work extends into a second or subsequent break shall be provided with another meal, or shall be paid the sum as set in Item 23 of Table 2.
- (ii) If an employee, pursuant to notice, has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised the employee shall be paid as prescribed by subclause (i) of this clause for meals which the employee has provided, but which are surplus.

24. 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 on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- (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:

- (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".

25. Dispute Settling Procedure

The procedure for the resolution of industrial disputation will be in accordance with the *Industrial Relations Act 1996*. These procedural steps are:

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

26. Redundancy

The parties recognise that should any dispute arise from the implementation of this clause the Dispute Settling Procedure as set out in clause 25, will be followed.

- (A) Application -
 - (i) This clause shall apply to all persons engaged on a full-time or part-time basis employed under the terms of this award.
 - (ii) In respect to employers who employ more than 15 employees immediately prior to the termination of employment of employees, in the terms of paragraph (i) of subclause (D) of this clause.

- (iii) Notwithstanding anything contained elsewhere in this award, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be not more than to give such employees an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (iv) Notwithstanding anything contained elsewhere in this award, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(B) Introduction of Change -

(i) Employer's Duty to Notify -

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

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

(ii) Employer's Duty to Discuss Change -

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

(C) Redundancy -

(i) Discussions before Terminations -

- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to subclause (B) - Introduction of Change, and that decision may lead to the termination of employment, the employer

shall hold discussions with the employees directly affected and with the union to which they belong.

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

(D) Termination of Employment -

- (a) Notice for Changes in Production, Program, Organisation or Structure - This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, program, organisation or structure, in accordance with subparagraph (a) of paragraph (i) of subclause (B).

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

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

- (c) In addition to the notice above, employees over 45 years of age at the time of the giving of notice, with not less than two years continuous service, shall be entitled to an additional week's notice.
- (d) Payment in lieu of notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (ii) Notice of Technological Change - This paragraph sets out the notice provision to be applied to terminations by the employer for reasons arising from technology in accordance with subparagraph (a) of paragraph (I) of subclause (B) of this clause.
 - (a) In order to terminate the employment of an employee the employer shall give to the employee three months notice of termination.
 - (b) Payment in lieu of notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- (c) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.
- (iii) Time off during notice period -
 - (a) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.
 - (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- (iv) Employee leaving during the Notice Period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
- (v) Statement of Employment - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.
- (vi) Notice to Centrelink- Where a decision has been made to terminate employees, the employer shall notify Centrelink thereof as soon as possible, giving relevant information, including the number and categories of employees likely to be affected and the period over which the terminations are intended to be carried out.
Additionally, at the request of the employee financial counselling from a mutually agreed and recognised financial adviser shall be provided at the Company's expense.
- (vii) Centrelink Separation Certificate - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an Employment Separation Certificate in the form required by Centrelink.
- (viii) Transfer to Lower Paid Duties - Where an employee is transferred to lower paid duties for reasons set out in subparagraph (a) of paragraph (i) of subclause (B) of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rate for the number of weeks notice still owing.
- (ix) Medical - At the request of the employee, the company shall provide a Medical plus a chest x-ray.

If available a copy of the pre-employment medical shall be supplied.

(E) Severance Pay -

- (i) Where the employment of an employee is to be terminated pursuant to subclause (D) of this clause, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service.
 - (a) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

One off severance payment 4 weeks

Service Payment

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

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

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

- (c) 'Week's pay means the all-purpose rate of pay for the employee concerned at the date of termination and shall include in addition to the ordinary rate of pay, overaward payments, shift penalties and allowances paid in accordance with this award.

- (d) Supplementary Provision:

Service Payment: An additional service payment of 1 weeks pay per year of service to be calculated on a monthly pro rata basis for incomplete years of service up to a maximum of 26 weeks pay.

- (e) Sick Leave - All such redundant employees shall be paid the full value of all of their accrued sick leave.

- (f) Itemised Account - Redundant employees shall be given an itemised statement of all termination payments.

- (ii) Incapacity to Pay - Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (i) of this subclause.

The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in the said paragraph (i) will have on the employer.

- (iii) Alternative Employment - Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount (or no amount) of severance pay than that contained in the said paragraph (i) if the employer obtains acceptable alternative employment for an employee.

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

27. Superannuation

- (a) The subject of superannuation contributions is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. The legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

- (b) The employer shall be a participating employer in any of the following funds:

Australian Public Superannuation (APS)

Australian Superannuation Savings Employment Trust (ASSET)

or any other approved fund, and shall participate in accordance with the Trust Deed of that fund.

- (c) The employer shall contribute to the Fund in accordance with the legislation provided that employer contributions do not fall below 3% of ordinary time earnings:

NOTATION: Employer contributions under relevant legislation are set at 9% from 1st July 2002

- (d) The employer shall provide each employee upon commencement of employment with membership forms of the fund and shall forward the completed membership form to the fund within 14 days.
- (e) An employee may make contributions to the fund in addition to those made by the employer.
- (f) An employee who wishes to make additional contributions must authorise the employer in writing to pay into the fund from the employee's wages a specified amount in accordance with the Trust Deed and the rules of the fund.
- (g) An employee may vary his or her additional contributions by a written authorisation and the employer must alter the additional contributions within 14 days of the receipt of the authorisation.
- (h) All contributions shall be made at the completion of each calendar month.
- (i) Ordinary time earnings shall be defined as including:
- (i) Award classification rate.
 - (ii) Overaward payment.
 - (iii) Shift loading - including weekend and public holiday penalty rates earned by shift employees on normal rostered shifts forming the ordinary hours of duty not when worked as overtime
 - (iv) Casual loading in respect to casual employees including 1/12 Annual Holiday Loading.

Ordinary time earnings does not include bonuses, commission, payment for overtime or other extraordinary payment, remuneration or allowance.

28. Training Wage

Refer to the Training Wage (State) Award, as varied, or any successor industrial instrument.

29. Leave Reserved

Leave is reserved in respect of clause 3, Hours of Work and subclause (viii) clause 5, Extra Rates, in respect of single pack epoxy resin type materials and the provision of paid meetings of delegates.

29a. Deduction of Union Membership Fees

- (i) The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
 - (a) the employee has authorised the employer to make such deductions in accordance with subclause (ii) herein;
 - (b) the Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount;
 - (c) 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
 - (d) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- (ii) 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 the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- (iii) Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
 - (a) where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to five per cent of the monies deducted; and
 - (b) where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.
- (iv) 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.
- (v) The Union shall advise the employer 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 the employer a minimum of two months' notice of any such change.
- (vi) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- (vii) Where an employee who is a member of the Union and who has authorised the employer 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 the employer in order for payroll deductions of union membership fees to cease.
- (viii) This clause shall take effect:

- (a) In the case of employers which currently deduct union membership fees, or whose payroll facilities are carried out by way of an outsourcing arrangement, or whose payroll calculations are made through the use of computerised means, from the beginning of the first pay period to commence on or after 12 March 2003;
- (b) In the case of employers who do not fall within subparagraph (a) above, but who currently make deductions, other than union membership fees deductions or mandatory deductions (such as for taxation instalments or superannuation contributions) from employees' pay, or have in place facilities to make such deductions, from the beginning of the first pay period to commence on or after 12 June 2003;
- (c) For all other employers, from the beginning of the first pay period to commence on or after 12 September 2003.

30. Area, Incidence and Duration

This award replaces the Cement Industry (State) Award published 16 March 2001 (323 I.G. 1). It shall apply to all employees of the classifications set out in this award employed at the works of Australian Cement Holdings Ltd, within the jurisdiction of the Cement Workers (State) Industrial Committee.

The changes made to this award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (85 IR 38) take effect on and from 16 April 2004.

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

PART B

MONETARY RATES

Table 1 - Rates of Pay

A. - Quarries	Rate per week (Inc. SWC 2003) \$
Drill Operator	478.10
Shot Firer	478.10
Crushing and Conveyor Plant Attendant-	485.40
Labourer - Building Trades; Greaser; Fettler	468.70
Plantperson (crushing and conveying)	473.70
Operator of rear, bottom or side dumps with carrying capacity of:	
up to 20 tonnes	502.90
over 20 and up to 40 tonnes	513.80
over 40 and up to 70 tonnes	523.70
over 70 tonnes	
B. - Materials Receiving, Raw Milling, Kilns and Cement Mills	
Burner	504.90
Cement Miller	483.00
Plant Attendant	475.90
C. - Laboratory	
Mechanical Tester	488.30
Process Tester	491.00
General Tester	469.90
D. - Despatch	
Bulk Despatch Section Attendant	485.10
Bulk Loader Stock House Attendant	478.00
E. - General	

Labourer - Building trades; Fetter; Jackhammer operator	468.70
Vacuum Plant Operator	473.50
Operator - Mechanical Road Sweeper; Dump Car Operator	471.50
Mechanical Sweeper Operator	466.70
Storeperson	478.00
Greaser - Planned Maintenance (Portland)	469.90
Brush Hand; Gardener	472.70
Amenities Block Attendant	469.70
Cleaner; Greaser; General Labourer	466.50
Tractor Driver - 26 KW	474.90
Forklift Operator	485.10
Driver of a vehicle with a carrying capacity of:	
up to 2 tonnes	473.50
over 2 tonnes and up to 3 tonnes	477.40
for each additional tonne up to 8 tonnes	0.780
for each additional tonne over 8 and up to 10 tonnes	0.627
for each additional tonne over 10 and up to 12 tonnes	0.469
NOTE: Motor lorry driver whilst engaged in driving work outside the works (not including ash dumping) shall be paid at the minimum rates prescribed by the Transport Industry (State) Award, in force from time to time.	
F. - Engine Drivers, Plant Operators, etc.	
Rubber Tyre Tractor - Power Operated Attachment to 37 KW	479.60
Front End Loader Driver -	484.90
Relief Operator	484.50
G. - Maintenance	
Boilermaker, Fitter, Machinist 1st Class, Motor Mechanic, Turner	532.10
Mechanical Tradesperson - Special Class	568.20
Welder -	
Special Class	537.60
1st Class	532.10
Electrical Fitter	580.80
Electrical Mechanic	580.80
Electronic Instrument Fitter	600.10
Electronic Tradesperson	647.60
Electrician's Assistant	504.70
Rigger and/or Splicer	507.20
Dogperson and/or Crane Chaser	485.10
Dogperson and/or Crane Chaser - Mobile Equipment	498.40
Belt person/Greaser	488.80
Belt Repairer	503.30
Tradesperson's Assistant	479.60
Mobile Crane Driver - 5 to 10 tonnes	502.20
Bricklayer	534.20
Carpenter	534.20
Painter	534.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2002 Amount \$	SWC 2003 Amount \$
1	4(ii)	Electrical Tradesperson	26.90/week	27.80/wk
2	4(ii)	Possessing the NSW Electrical Mechanic's Licence	14.50/week	15.00/wk
3	4(iii)	Tool Allowance	Per week	
4		Bricklayer	11.00	11.40
		Carpenter or Plumber	15.50	16.00

5		Painter or Signwriter	15.50	16.00
6		Electrical or Metal Tradesman	11.50	11.90
7	4(iii)I	Leading Hands	Per week	
8		In charge of 1-5 employees	19.90	20.50
9		In charge of 6-15 employees	28.70	29.60
		In charge of 16 or more employees	37.50	38.70
10	4(iii)J	Disability Allowance	36.40 /week	37.60/wk
11	5(ii)	First-aid allowance	2.00 /day	2.05/day
12	5(iii)	Cleaning/repair of roofs & working in precipitator	0.68 /hour	.70/hour
13	5(iv)	Use of explosive powered tools	0.88 /hour	0.91/hour
14	5(v)	Assist in alteration/repair to kilns/refractory work	1.40 /hour	1.44/hour
15	5(vi)	Preparation/application to epoxy based materials	0.51 /hr	0.53/hour
16	5(vi)	In building when air conditioning plant is not working	Additional 0.33 /hour	0.34/hour
17	5(vi)	In close proximity to employees so engaged	0.39 /hour	0.40/hour
18	5(vii)	Spray painting in other than a properly constructed booth	0.39 /hour	0.40/hour
19	5(viii)	Employed upon any chokage (oil); required to open up soil/waste/drain pipe or scupper conveying offensive material	4.50 day or part thereof	4.65 day or part thereof
20	5(ix)	Electrical Tradesperson- fault finding, repair, testing at component level	4.10 /day	4.20/day
21	5(xi)	Barring down quarry face on rope	2.90 /day	3.00/day
22	23(i)	Meal Money (not notified)		
		Work overtime for more than two hours	9.35	9.65
23	23(i)	Work extends into second or subsequent break	9.35	9.65

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

I. W. CAMBRIDGE, Commissioner.

Printed by the authority of the Industrial Registrar.

(1146)

SERIAL C2752

**CONTINENTAL CARBON AUSTRALIA PTY LIMITED
MAINTENANCE AND PRODUCTION ENTERPRISE AWARD 2003**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 6360 of 2003)

Before The Honourable Justice Staunton

21 November 2003

AWARD**PART A****1. Title**

This Agreement shall be arranged as follows:-

2. Arrangement

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Anti-Discrimination
4.	Application of the Award
5.	Date and Period of Operation
6.	Relationship to Parent Award
7.	Objective
8.	Definitions
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PART B

MONETARY RATES

3. Anti Discrimination

- (a) 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.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their 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.

- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (iv) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

4. Application of the Award

This Award between Automotive Food Metals Engineering Printing and Kindred Industries Union, Australian Workers Union NSW Branch, Electrical Trades Union of Australia NSW Branch and Continental Carbon Australia Pty. Limited shall apply at the establishment of Continental Carbon Australia Pty. Limited, Sir Joseph Banks Drive Kurnell (hereinafter "the Company") and the incidence of this award shall cover all persons employed in Clause 8 "Definitions".

The award has been entered into freely by the parties. No party has been subject to duress.

5. Date and Period of Operation

- (a) This award shall take effect from 1st November 2003 and shall remain in force until 1 November 2005
- (b) Negotiations for a new Award shall commence no later than six months prior to the expiry of this Award.

6. Relationship to Former Award

This Award rescinds and replaces the Continental Carbon Pty Limited Enterprise Award 2002 published 7 March 2003 (338 I.G. 634).

This Award totally covers the terms and conditions of employment previously covered by the above mentioned former Enterprise Award.

7. Objective

1. Continuous Improvement Processes

The continuous improvement of our products, our services, our systems and our people is an integral part of the company's mission statement.

The development of this enterprise arrangement is entirely consistent with the company's continuous improvement process. This Enterprise award will enable all stakeholders a means to share the benefits accruing from continuous on site improvement.

The Stakeholders include:

Customers, Employees, Employer Shareholders and Suppliers

The parties agree that there will be full support for and involvement in our continuous improvement activities.

The company will provide training programs and opportunities for skill development.

All employees will commit to using their continuous improvement skills to better identify, monitor and improve performance on the job.

8. Definitions

8.1 Maintenance Staff

Fitter/Welder

A fitter/welder is an employee designated by the Company who possess the appropriate qualifications and training to carry out the duties of his/her position in the areas to which he/she is assigned. He/She is responsible to the maintenance supervisor, or their delegate, for the safe and efficient performance of duties to which he/she is assigned.

Licensed Electrician/Instrument Fitter

A licensed Electrician/Instrument Fitter is an employee designated by the Company who possess the appropriate qualifications (with the addition of electrical license) and training to carry out the duties of his/her position in the areas to which he/she is assigned. He/She is responsible to the maintenance supervisor, or their delegate, for the safe and efficient performance of duties to which he/she is assigned.

Rigger/Scaffolder

A Rigger/Scaffolder is an employee designated by the Company who possess the appropriate qualifications and training to carry out the duties of his/her position in the areas to which he/she is assigned. He/She is responsible to the maintenance supervisor or their delegate, for the safe and efficient performance of duties to which he/she is assigned.

Ironworker

An Ironworker is an employee designated by the Company who possess the appropriate qualifications and training to carry out the duties of his/her position in the areas to which he/she is designated. He/She is responsible to the maintenance supervisor, or their delegate for the safe and efficient performance of duties to which he/she is assigned.

Instrument Technician

Means an employee qualified and employed as such.

Leading Hand

A leading hand is an employee who possesses the appropriate qualifications designated as such by the Company.

Ordinary Rates

Unless elsewhere provided, the term ordinary rates shall be held to refer to the weekly wage as set out in Table 1 - Wages, of Part B, Monetary Rates, and, as applicable, the leading hand allowance as set out in Table 2 - Classification Related Allowances, of the said Part B.

8.2 Production and Warehouse Staff

Operator

The operator is an employee designated as such by the company who, having been trained to carry out the duties of his/her/her position in the area to which he/she/she is assigned, is responsible to the production foreman, or the appropriate supervisor, for the safe and efficient performance of duties to which he/she/she is assigned in the operations and/or control within his/her/her area of assignment, and may be required to perform other duties as outlined in clause 29.1, Employment Change.

Other Employee

An employee who is not an operator and who carries out duties as directed by the employer other than those of an operator.

Leading Hand

A leading hand is an employee designated as such by the company.

Trained Leading Hand Operator

Is an employee designated as such by the company who has been trained to carry out the duties of a leading hand operator and who is employed as an operator being required from time to time to relieve leading hand operators when they are on leave from the company.

Handyman

An employee designated as such by the Company who has the necessary training and experience to carry out duties as directed by the employer.

Ordinary Rates

Unless elsewhere provided, the term ordinary rates shall be held to refer to the weekly wage as set out in Table 1 - Wages, of Part B, Monetary Rates, and, as applicable, the leading hand allowance as set out in Table 2 - Classification Related Allowances, of the said Part B.

8.3 General

- (a) All employees covered by the above definitions shall keep the area and the workplace in which they work clean and tidy as required by their supervisor.
- (b) The company and the employees are committed to keeping the workplace and environment clean and free of hazards.
- (c) No employee shall refuse a direction of a supervisor to clean or tidy unless the employee reasonably believes that complying with the direction would risk his or her health and/or safety.

9. Employment Relationship

- (a) Except as hereinafter provided employment shall be by the week.
- (b) In order to terminate the employment of a permanent employee who is not subject to a probationary period, the employer must give to the employee the following notice:

Period of Service	Period of Notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

In addition to the notice in (b) employees over 45 years of age at the time giving of the notice with not less than two years service are entitled to an additional weeks notice.

Payment in lieu of notice prescribed in (b) must be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the notice specified and part payment in lieu thereof.

In calculating payment in lieu of notice, the wages an employee would have received in respect of the ordinary time he/she or she would have worked during the period of notice must be used

The period of notice in this clause does not apply in the case of dismissal for serious misconduct, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specific task or tasks.

- (c) The notice of termination required to be given by an employee shall be the same as that required of an employer, except that there is no additional notice based on the age of the employee concerned. If an employee fails to give notice the employer has the right to withhold moneys due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.
- (d) The company and the Employee may agree that the employee gives a lesser period of notice than that stipulated at (c).
- (e) An employee discharged for any reason other than for misconduct or neglect of duty, in the week preceding a public holiday shall be paid for such holiday or holidays which occur in the following week.
- (f) Probationary Period - notwithstanding anything elsewhere contained in this clause, the first three months of employment will be on a probationary basis and may be terminated by five days' notice by either side except during the first week of employment when termination will be on an hour's notice on either side. Provided that if the requisite notice is not given during this period the payment or forfeiture of one hour or five days' wages depending upon when termination is effected will be applied. Provided that reasonable cause for such termination be provided in writing to the employee by the employer. This subclause shall not apply to casuals.
- (g) An employee shall work as reasonably required. Employees shall perform such work that is within the employee's skill competence and training as the employer shall from time to time reasonably require, subject to the *New South Wales Occupational Health and Safety Act 2000*.

10. Employees Duties

10.1 Daily Order Book

- (a) As in the past, it shall remain the responsibility of all operators coming on shift to read the instructions set out in the daily order book or on a relevant computer screen. The book should then be signed to indicate that the instructions have been understood.
- (b) Orders set out in the daily order book fall into two categories: those which are to be implemented and continued, subject to the discretion of the leading hand, and those which are express orders or prohibitions.
- (c) Those which are express orders or prohibitions are to be followed without amendment, subject only to immediate safety requirements, unless an amendment is authorised by the on-call supervisor. It shall be the responsibility of the shift leading hand to seek the advice of the on-call supervisor should he/she/she believe that action or variance to an express order is justified. Failure to observe this procedure will lead to disciplinary action.
- (d) So that express orders or prohibitions may be clearly recognised, they shall be highlighted in the book or on the screen as the case may be.

- (e) It is understood that this part of the ongoing responsibility of the leading hand to use his/her/her best judgement with respect to tasks set out in the daily order book as being subject to his/her/her discretion, that is, those orders not highlighted as express orders or prohibitions

10.2 Tank Farm

A leading hand or supervisor may direct an AWU operator to perform duties in the Tank Farm instead of or in conjunction with the employee's normal duties. If an operator is not available to perform the duties, a leading hand or supervisor may direct an employee from the warehouse or AWU member from the maintenance department to perform the tank farm duties. If a warehouse or maintenance employee is not available to perform the duties, an employee may be recalled to work.

11. Wages and Allowances

11.1 Weekly Wage Rates

- (a) Wage Rates

The rates of pay for the classification set out hereunder shall, be those set out in Table 1 of Schedule 1 of Part B of this Award.

Classification	Weekly Wage
Maintenance Licensed Electrician Licensed Electrician/Instrument Fitter Instrument Fitter Fitter/Welder Rigger/Scaffolder Ironworker Instrument Technician	(see wage schedule)
Production Operator Other Employee Handyman	(see wage schedule)
Shipping Other Employee	

- (c) In addition to the above wage rates the following rates shall be paid:

Maintenance Welder 2nd class Fitter/Welder with D.L.I. Cert Leading Hand - Fitter Welder Leading Hand - Lic. Electrician/ Instrument Fitter Senior Leading Hand/Foreman Restricted Electrical License	(see wage schedule)
Production Trained Leading Hand Leading Hand Operator	(see wage schedule)
Shipping Leading Hand 3-10 Leading Hand 11-20 Foreman/Snr Leading Hand	

- (d) A bathing out allowance of one half hour's pay shall be paid at the appropriate rate.
- (e) A transport and location allowance per day shall be paid as set out in the wage schedule.
- (f) Included in the total wage to be paid for all purposes is a disability allowance. As it is now part of the all purpose rate, it is not subject to reintroduction as a separate allowance.

Note It is the intention of the parties that the above disability allowance is in consideration of all disabilities associated with the company site.

- (g)
 - (i) Weekly wages as shown under Clause 11 hereof Clause 11.3, Wage Increases, and Part B shall not be varied during the currency of this Award except as determined by the Industrial Relations Commission of New South Wales or as agreed from time to time by the Management.
 - (ii) The following allowances will also be varied as in 11.1(f) and 11.3 Wage Increases:
 - Service Increments
 - Entry to Bag Filters
 - First Aid Allowance
 - Forklift Allowance
 - Leading Hand Allowance

11.2 Special Rates

- (a) Employees required to work within the Bag Filters, road tankers or storage silos shall be paid the sum of (wage schedule) for the first hour or part thereof, then at the rate of (wage schedule) per hour for each hour or part thereof.
- (b) Any employee covered by this award required to operate a forklift will be paid (wage schedule) per day or shift extra. Provided that such employee may be required to operate a forklift on instruction from the appropriate Departmental Supervisor.
- (c) Operators who hold a boiler attendant's certificate of competency covering all boilers, fire tube and water tube, will be paid the sum of (see wage schedule) per shift extra, with a maximum of two employees per shift being eligible.
- (d) In circumstances where operators holding such qualification work 12 hours to provide shift cover, they shall be entitled to one and a half times the prescribed rate for that 12-hour shift.
- (e) Employees operating the bagging machines and stacking bags on pallets from the conveyor belt will be paid the amount as set out (see wage schedule) per day/shift extra.
- (f) An employee who has not received the bagging machine/conveyor belt allowance on the day's shift work and is required to work overtime for a minimum of four hours on a bagging machine or conveyor belt immediately following that day/shift shall be entitled to an allowance as set out in the wage schedule.
- (g) Instructions and examinations away from the company's premises - An employee required to present himself/herself at a time other than during his/her/normal working hours for an examination for a certificate or ticket in accordance with the provisions of any statute or regulations made thereunder, shall be paid a minimum of four hours at single-time rates and shall be reimbursed the cost of the examination and car allowance as set out in Part B.

- (h) Employees elected or appointed to any official committee including the site consultative committee and Occupational Health and Safety Committee shall be paid the rate of single time for all time spent in attending meetings of those committees. The company must give at least 48 hours notice of a meeting. The company will endeavour to hold all meetings during working time.

11.3 Wage Increases

- (a) Employees engaged at Continental Carbon and covered by this award shall receive an increase in wages in accordance with the following programme.
 - (i) A wage increase of 3.5% shall be paid from the first full pay period on or after 1st November 2003.
 - (ii) A further wage increase of 3 % shall be payable from the first pay period on or after 1st November 2004.
- (b) The granting of wage increases available under this clause shall be subject to employees complying with all conditions of this award including dispute settling procedures and disciplinary procedures.
- (c) Any dispute that relates to the payment of wage increases under this clause shall be dealt with in accordance with the dispute settling procedures of this award.
- (d) Wage increases are set out in the wage schedule at Part B of this award.
- (e) In each case wage increases shall be payable from the first full pay period occurring on or after the due date.

11.4 Service Increments

- (a) The following scale of Service Increments will apply -
 - (wage schedule) per week after one years service, increasing to
 - (wage schedule) per week after two years service, increasing to
 - (wage schedule) per week after three years service, increasing to
 - (wage schedule) per week after four years service, increasing to
 - (wage schedule) per week after five years service, increasing to
 - (wage schedule) per week after six years service, increasing to
 - (wage schedule) per week after seven years service, increasing to
 - (wage schedule) per week after eight years service, increasing to
 - (wage schedule) per week after nine years service, increasing to
 - (wage schedule) per week after ten years service.
- (b) The increments are flat weekly payments, however such increments will be reduced when an employee has any absence for which he/she is not entitled under this Award to payment of any wages, e.g. unauthorised sick leave, sick leave not accompanied by a doctors certificate as required by clause 21(f) of this award, or leave without pay.

- (c) Such reduction will be split into fractions of not less than one day, with any part of a day counting as one day.
- (d) The increments shall not be taken into account for the purpose of calculation of overtime, shift premiums or any other allowance or premiums.
- (e) "Service" means continuous service by a permanent employee employed directly by the Company.
- (f) "Week" means pay week.
- (g) Payment of the increment will commence from the beginning of the first full pay week on or after the date in which the employee qualifies for such increment.
- (h) The increment shall be paid during Annual Leave, Long Service Leave, Public Holidays.

11.5 Method Of Payment Of Wages

- (a) Wages shall be paid fortnightly by Electronic Funds Transfer (EFT).
- (b) Weekly rates payable to continuous shift workers and non continuous shift workers under this award will be the, ordinary time day shift weekly rate, weekend penalties, public holidays, shift allowance, service increments, transport and location allowance, boiler ticket allowance (where applicable), and the first aid allowance (where applicable). Such rates shall be calculated over the duration of a rostered shift cycle and reduced to an averaged weekly rate. This rate shall be the ordinary rate
- (c) The ordinary rate payable under this Agreement will be The weekly wage identified at clause 11.1 of this Award.
- (d) The rate for the calculation of all overtime under this Agreement shall be the ordinary rate as specified in sub-clause (b) of this Clause.
- (e) Payment to shift workers for annual leave and long service leave shall be calculated using the weekly rate as prescribed in subclause (b) of this clause.

11.6 Policy Regarding Electronic Funds Transfer For Wages Staff

With the introduction of E.F.T. for fortnightly paid employees there is a number of adaptations required to successfully implement the system. These are as listed under.

- (a) Pay adjustments:

All pay adjustments of a net value to the employee of less than \$40.00 are to be included in the next pay.

Substantial adjustments greater than \$40.00, as a result of the fault of the Company, will be rectified by issuing a cheque made out to cash and given to the employee as soon as is practical.
- (b) Pre-pays will no longer be required as all pays will be available at the same time at the various financial institutions.
- (c) Holidays advised to the account department with less than 2 weeks notice will be paid in the next available pay run. As will be holidays of less than one week duration.
- (d) The Company is to accept responsibility for payment of wages up to the time that the Company's account is debited.

- (e) Pays remain calculated on a Tuesday, pay slips will be available on a Wednesday and barring internal delays with the banks will be available early Thursday mornings.
- (f) Pays will be credited to any one of the banks in the list attached to the authority form. The Company is unable to deposit to a bank/financial institution not listed.
- (g) Any deposit tax levied by the Government (if any) will be borne by the employee.
- (h) All pay rates will now be calculated to 4 decimal places of a dollar instead of the previous 5, with all employees rates rounded upwards.
- (i) If, through the fault of the Company, payment is not available to the employee prior to 3.17pm Thursday, waiting time at ordinary rates will apply from the time an authorised employee of the Company is advised of such unavailability and will apply until payment is available through the employee's bank/financial institution.

11.7. Attendance Payment

- (a) As soon as practicable after the first and subsequent anniversaries of employment, employees will be entitled to an amount for attendance based on the amount of unused sick leave, in excess of the required 30 day minimum sick leave accrual, that they would have been entitled to consistent with clause 21 in that year. No employee with less than 30 days accumulated sick leave as measured at the end of the employees sick leave year will be entitled to any payment under this clause.
- (b) At termination, employees will be entitled to an amount for attendance. This payment shall not exceed the value of the accumulated untaken sick leave, calculated at ordinary rates of pay for day workers and for shift workers at the average weekly pay (excluding bathe-out, disability, first aid and boiler certificate) at termination.
- (c) For the purpose of this clause, "accumulated untaken sick leave" means sick leave which has been credited to an employee and which has not been taken minus the sick leave credited to the employee in the year following the employee's last anniversary date.

12. Mixed Functions

- 12.1 An employee who is required to do work carrying a higher rate than his/her ordinary classification for any part of a day or shift shall be paid at a higher rate for the full day or shift.
- 12.2 If an employee, without having received 7 days written notice, is transferred (other than at his/her own request or by reason of his/her inability or failure to perform satisfactorily the duties required to him) to work of a classification for which a lower weekly wage is prescribed under this agreement than that applying to the classification in which he/she was previously employed, he/she shall be paid during such 35 ordinary hours or any lesser time so employed, the rate for the classification in which he/she was employed prior to the transfer.
- 12.3 An Operator will be given first preference for any overtime work available in the warehouse.

13. Hours of Work

13.1 Day Workers

- (a) The ordinary hours of work for day workers shall be thirty five (35) hours per week averaged over a nine (9) day fortnight to be worked seven (7) hours forty seven (47) minutes per day Monday to Friday inclusive between the hours of 5.00am to 5.00pm.
- (b) Day Workers shall be allowed a meal break of thirty (30) minutes to be taken between the hours of 10.00am and 1.00pm each Monday to Friday inclusive. An employee shall not work more

than five (5) hours continuously without a meal break. Provided that by agreement between the Employee and his/her or her supervisor or leading hand, "five hours" may be read as six hours.

Work done by an employee during his/her recognised meal interval and thereafter until meal interval is allowed, shall be paid for at overtime rates.

- (c) Rest Period: Day Workers shall be allowed a period of ten minutes as a rest period during the first half of each day to be taken at a time to be mutually arranged.
- (d) An employee in the establishment covered by this agreement who is entitled to a rostered day off shall be rostered off on one of the normal working days to suit the needs of the business.
- (e) Each shift half an hour will be allowed to each employee for bathe up at the appropriate rate.
- (f) Day Workers may be transferred to a shift other than day shift for a period of less than five (5) days on the issue of a forty-eight (48) hours' notice. Such day workers shall be paid the applicable shift penalties and in the absence of forty-eight (48) hours' notice shall be paid at the rate of double time for shifts worked during this forty-eight (48) hours' notice period
- (g) Day workers may be transferred to work on afternoon shift in the Warehouse longer than (5) five days on the issue of a minimum of (48) forty-eight hours notice. Such workers will be paid 15% more than ordinary day rates. After (1) months continuous work on this shift, workers shall be paid 25% more than the day rates in lieu of the 15% rates as long as they are continuously on this shift.
- (h) If after (3) months continuous work on afternoon shift and by request of the company an employee reverts back to day work for a period less than (1) month than reverts back to afternoon shift they will commence on 25% more than the ordinary day rates while on afternoon shift.
- (i) Afternoon shift in the warehouse normally extends from 3pm till 11.17pm with an unpaid meal break of thirty minutes and a paid rest pause of ten minutes.
- (j) Employees working afternoon shift work in the warehouse shall be allowed a meal break of thirty (30) minutes to be taken between the hours of 6.00pm and 9.00pm each Monday to Friday inclusive. An employee shall not work more than five (5) hours continuously without a meal break. Provided that by agreement between the Employer and his/her or her supervisor or leading hand, "five hours" may be read as six hours.
- (k) By agreement with management and all of the employees on a particular shift, the employees may work from 3pm until 11pm without loss of pay if the employees agree to forego the ten minute paid rest period and associated walking time that would otherwise apply.

13.2 Shift Workers

13.2.1 Continuous Shift Work

- (a) Continuous shift work shall be arranged to provide for an average of 35 ordinary hours of work per week over the span of the shift cycle. Such hours may be worked in one shift or in any two or three rotating shifts, which shall be known as "day shift", "afternoon shift", and "night shift". The starting and finishing times of shifts shall be mutually agreed upon between the company, the employees and the union and such shifts shall be rostered to provide a weekly rotation of shifts.
- (b) Where an employee is engaged in working on a regular roster or shift, his/her/ her place on the roster shall not be altered unless he/she/ she is given 48 hours notice of such change, except as provided in paragraph (c) of this subclause, such employee shall be paid the appropriate overtime rate for time worked up to the expiration of 48 hours notice. Such payment shall be in lieu of his/her/ her ordinary rate for the un-worked time on the previous roster.

- (c) Notwithstanding the foregoing, in cases of emergency over which the employer has no control, the hours of shifts and hours of work for any employee may be altered without notice.
 - (d) Twenty minutes shall be allowed to all shift workers each shift for a crib break, which shall be counted as time worked. An employee shall not work continuously for more than five hours without a meal break.
 - (e) Provided that an employee shall work six hours without a meal break where there is an agreement between the employer and the employee(s).
- 13.2.3 Shift Work Rates
- (f) Subject as otherwise provided, shift workers shall be paid, in addition to the rates payable under this Agreement, shift work allowance as follows:
 - (i) Shift workers whilst on Afternoon or Night Shift Monday to Friday inclusive shall be paid 15 percent more than the ordinary rates for such shift.
 - (ii) After working for one month continuously on a afternoon or night shift an employee will be considered to be permanently appointed to that shift and shall be paid a loading of time and one quarter in lieu of the loading prescribed at paragraph (i) for as long as the employee remains continuously on that shift.
 - (iii) Employees other than a trained operator may be employed as and become shift workers for a period of not less than five shifts and shall be paid accordingly, provided that such day workers or employees are given five weekdays' notice and, in the absence of such notice, shall be paid at the rate of double time for shifts worked during this notice period.

14. Weekend and Holiday Pay

A. Day Workers

- (a) Day Workers shall be paid at the rate of double time for all work performed on Saturdays, and on Sundays.
- (b) For all work performed on Public Holidays, day workers shall be paid at the rate of double time and a half, excepting that work performed on Good Friday and Christmas Day will be paid at the rate of triple time.

B. Shift Workers

- (a) Saturday Work - The minimum rate to be paid to a shift worker for work performed on:
 - (i) day shift shall be at the rate of time and a half;
 - (ii) afternoon and night shift shall be at the rate of time and a half, plus 15 per cent of his/her/ordinary single time rate.
- (b) Sunday Work - The minimum rate to be paid to a shift worker for work performed on:
 - (i) day shift shall be at double ordinary time;
 - (ii) afternoon and night shift shall be at the rate of double ordinary time, plus 15 per cent of his/her/ordinary single-time rate.

15. Overtime

A. Day Workers

- (a) All time worked before the usual commencing time or after the usual ceasing time each day or in excess of the ordinary hours shall be overtime and shall be paid at the rate of double time, providing it is authorised by a Supervisor.
- (b) When the period of overtime worked is less than one half hour the employee will be paid for one half hour. When the period of overtime is in excess of one half hour he/she will be paid for one hour. When the period of overtime exceeds one hour he/she will be paid for the time worked.
- (c) Day workers when working a weekend or public holiday overtime shift shall be paid eight hours at the appropriate rate and with a paid twenty (20) minute crib break.

B. Shift Workers - Other than on shift hand over or where the work is performed by arrangement between the employees themselves.

- (a) Time worked which is in excess of or outside the ordinary working hours or on a rostered shift off and provided that it is authorised by a supervisor, shall be paid for at the rate of double time.
- (b) Overtime, authorised by a supervisor to be worked on day, afternoon or night shift on a Sunday shall be paid 2.15 times the ordinary rate of pay.
- (c) When the period of overtime is less than one half hour, the employee will be paid for one half hour. When the period of overtime worked is in excess of one half hour, the employee will be paid for one hour. When the period of overtime exceeds one hour, the employee will be paid for the time worked.
- (d) The employer may require any employee to work reasonable overtime at overtime rates and such employees shall work overtime in accordance with such requirements.
- (e) Where an employee after having worked overtime finishes at a time when his/her normal means of transport is not available the Company shall provide transport to the nearest public transport and alternatively, if public transport is not available at the public transport connection the Company shall provide transport to the employees home.

15.1 Meal Allowance

- (a) Any employee required to work overtime in excess of two (2) hours, after working his/her ordinary hours and without receiving notice thereof, on the previous day or shift shall be provided with a suitable meal or paid in lieu of \$(w/s) for the first meal and all subsequent meals.
- (b) Unless the period of overtime is less than two (2) hours, the employee before starting overtime, after working his/her ordinary hours, shall be allowed a meal break of twenty (20) minutes and shall be allowed a further crib time of twenty (20) minutes without deduction of pay after each four (4) hours of overtime worked if he/she continues to work after such crib time.
- (c) Any employee required to work overtime for more than two (2) hours prior to and continuous to his/her normal day or shift will be provided with a meal or paid tea money of \$(w/s).
- (d) If an employee pursuant to notice is not required to work overtime or is required to work less than the amount advised, he/she shall be paid as above prescribed.
- (e) An employee recalled to work overtime on a day on which he/she or she would not otherwise be working will be entitled to a meal or tea money provided notice was not given on the previous day or shift and provided that the overtime worked exceeds four (4) hours.

16. Calls Back

When an employee is recalled to work overtime not continuous with his/her normal shift:

- (a) Such overtime commencing at a time which is not his/her normal shift starting time he/she shall be paid one hour's pay at the appropriate rate to cover time spent in travelling to and from the Company's premises.
- (b) After leaving the Company's premises whether notified before or after leaving the premises, he/she shall be paid for a minimum of four (4) hours at the appropriate overtime rates for each time he/she is so recalled.
- (c) An allowance of (w/s) shall be paid to employees who use their private cars to attend at the plant on calls back, provided such attendance involves an extra trip to the plant.

This allowance is based on 60 cents per kilometre established by the N.R.M.A. as of March 1990 adjusted for the appropriate rate for a four cylinder car being used to the extent of 15,000 kilometres per year. The allowance is based on an average of thirty two (32) kilometres round trip, this being \$19.06.

- (d) When an employee recalled from his/her home to work overtime does not have his/her own means of transport available, the Company shall provide transport to and from work; provided that in such cases, Sub-Clause (c) hereof shall not apply.
- (e) Except for (f) below overtime worked in the circumstances specified in this Clause shall not be regarded as overtime for the application of the 10 hour or 8 hour break referred to at clause 17, as the case may be, when the actual time worked is less than three (3) hours on such recall.
- (f) For Call Backs Monday through Friday between 3.17pm and 1.17am a day worker shall be entitled to a 10 hour break and a shift worker shall be entitled to an eight hour break before commencement of his/her ordinary work.
- (g) For Call Backs Monday through Friday between 1.30am and 6.00am the employee may report back to work late by the number of hours he/she has worked plus one (1) for travel time. On Sunday this will apply after 10.00pm.

17. Rest Period

- (a) An employee who works so much overtime between the termination of his/her ordinary work on one day or shift, and the commencement of his/her ordinary work on the next day or shift, that he/she has not had at least ten (10) consecutive hours off duty between those times shall be released after completion of such overtime until he/she has had ten (10) consecutive hours off duty, without loss of pay for ordinary working time during such absence. If on the instruction of the Company such employee resumes or continues his/her work without having had such ten (10) consecutive hours off duty, he/she shall be paid at appropriate overtime rates until he/she is released from duty for such period and he/she shall then be entitled to be absent until he/she had (10) consecutive hours off duty for ordinary working time occurring during such absence.
- (b) The provisions of this subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:
 - (i) for the purpose of changing shift rosters; or
 - (ii) where a shift is worked by arrangement between the employees themselves.
- (c) An employee who has worked 16 hours or more straight shall be entitled to be absent until he/she/she has had ten and one half consecutive hours off duty, without loss of pay for ordinary working time occurring during such absence.

If, on instruction of the company, such employee resumes or continues his/her/her work without having had such ten and one half consecutive hours off duty, he/she/she shall be paid at appropriate overtime rates until he/she/she is released from duty for such period and he/she/she shall then be entitled to be

absent until he/she/they has had ten and a half consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

18. Annual Leave

A. Day Workers

- (a) Day workers shall be allowed twenty-eight (28) consecutive days leave (including non-working and rostered off days) annually after twelve (12) months continuous service as an employee. For the purpose of calculating twelve (12) months continuous service, the period of leave shall be included. During this period of annual leave Day Workers shall receive a Loading of 22.5 percent on Annual Leave pay. The Loading prescribed shall not apply to proportionate leave on termination.
- (b) Annual Leave exclusive of public holidays. Subject to this sub-clause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by this sub-clause (a) of Clause 25 "Public Holidays" of this Agreement and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

B. Shift Workers - Continuous shift workers shall be allowed five weeks leave annually after 12 months continuous service as a continuous shift worker together with an extra five normal working days instead of payment for five public holidays, as referred to in subclause (b) of clause 25.

- (a) If during the year of his/her/their employment the employee has served for only a portion of it as a continuous shift worker, the additional leave shall be the proportionate part of the annual leave to which he/she/they would have been entitled had he/she/they completed one year as a shift worker. Where the additional leave calculated under this paragraph is or includes a fraction of a day, such fraction shall be discharged by payment only.
- (b) Each employee shall be given the period of annual leave to which he/she/they is entitled under this subclause as soon as reasonably practicable after the due date but not later than six months after the leave became due.
- (c) The annual leave provided for by this clause shall be allowed and taken and, except as provided in paragraph (d) of this subclause, payment shall not be made or accepted in lieu of annual leave.
- (d) An employee whose employment is terminated shall be paid for the proportionate part of annual leave that he/she/they would have been entitled at the date of termination of his/her/their employment had his/her/their employment not been so terminated. The calculation shall be made to the nearest day.
- (e) Payment to continuous shift workers when on annual leave shall be at the weekly rate payable to shift workers as defined in subclause (b) of clause 11.5, Method of Payment of Wages

19. Long Service Leave

See *Long Service Leave Act 1955*, as amended.

Provided that continuous shift workers who elect to take their Long Service Leave after the qualifying period or lawfully terminate their employment with the Company after ten years service shall be paid on the basis of a weekly rate in accordance with Clause 11.5, sub-clause (b) of this Award.

20. Carer's Leave

A. Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 20.A.(b) who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 20 of this agreement for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - 1. the employee being responsible for the care of the person concerned; and
 - 2. the person concerned being:
 - (i) a spouse of the employee; or
 - (ii) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to the person; or
 - (iii) a child or an adult (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
 - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (v) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

B. 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 of a member of a class of person set out in 20A.(c)2(ii) above who is ill.

C. Annual Leave

- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act* 1994, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

- (b) Access to annual leave, as prescribed in paragraph 20A.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this agreement.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

D. Time Off in Lieu of Payment for Overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If having elected to take time as leave, in accordance with paragraph 20A.4.1 the employee shall be paid their overtime in accordance with this Agreement.

E. Make-up Time

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

F. Rostered Days Off

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

21. Sick Leave

- (a) An employee after one month's continuous service with the Employer who is unable to attend for duty by reason of personal illness or personal incapacity, proof of which shall be on him, shall be entitled in his/her first year of service and up to and including five years, an aggregate of ten (10) days of working time at ordinary rates of pay for day workers and for shift workers at the average weekly pay (excluding bathe-out, disability, first aid and boiler certificate). Provided that the employee shall inform his/her employer within 24 hours of commencement of the absence of the estimated duration of the absence and the nature of the illness. Such sick leave will only be paid after one month's continuous service, provided that an employee who has taken sick leave during that month will be reimbursed at the expiration of that month. Sick leave may not be accumulated in excess of 30 days sick leave as measured at the end of the employees sick leave year.
- (b) After five (5) years of continuous service with the Employer an employee shall be entitled to further additional sick leave up to an aggregate of five (5) days of working time in any one year.

- (c) Employees may have five single sick days per year without a Doctor's Certificate, all sick days apart from these five single days will be paid on receipt of a Doctor's Certificate.
- (d) Sick leave under this clause shall accumulate and be paid for, subject to continuous employment year to year, consistent with the provisions of the *Industrial Relations Act 1996*, as amended.
- (e) An employee shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to compensation under the Workers' Compensation Act in force from time to time.
- (f) Notwithstanding (c) above, any day worker who is absent on a day before or after a weekend, RDO, or Public Holiday or any shift worker absent on a shift before or after a Non Working day, or absent from a shift on a Saturday Sunday or Public Holiday will be required to supply a Doctors Certificate on all occasions of such absence.
- (g) The company reserves the right to discuss the introduction of a short absence rule with the union. The short absence rule will address adverse sick leave patterns which may necessitate the introduction of a program of compulsory production of medical certificates for all subsequent absences, counselling and the issue of warnings and ultimately disciplinary action in accordance with clause 30.1 until there is a sustained improvement in the employees attendance pattern.

22. Bereavement Leave

- (a) An employee shall be entitled to two (3) days leave without loss of pay on the occasion of the death of an employee's husband, wife, father, mother, brother, sister, child, stepchild, stepmother, stepfather, parents-in-law or grandparents either in Australia or overseas.
- (b) For the purposes of this clause the words "wife" and "husband" shall include de facto wife or husband.
- (c) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (d) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.
- (e) Depending on individual circumstances and with prior approval of the employer, the period of bereavement leave may be extended.

23. Parental Leave

Employees shall be entitled to parental leave as provided in the *Industrial Relations Act 1996* as amended.

24. Jury Service

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

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

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

25. Public Holidays

- (a) The days on which New Year Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day are observed and special days appointed by proclamation as Public Holidays through the State together with an employee's birthday, shall be recognised as holidays and paid for as such. If an employee's birthday falls on a non-working day the next working day following their birthday will be given. Provided that by agreement between the employer and the employee such day may be substituted for another day off.
- (b) In the case of continuous shift workers, only six public holidays will be paid for, the remaining five public holidays will be added to their annual leave in accordance with subclause (b) of clause 18 Annual Leave.
- (c) Where any Employee is absent from work on the public holiday or on the working day, or part thereof, before or on the working day, or part thereof, after a Public Holiday without reasonable cause, proof of which shall be upon him or her, or without the prior approval of the Supervisor, he/she shall not be entitled to payment for any such Holiday, provided the employee was rostered to work on the day or days of absence.
- (d) A day worker whose rostered day off falls on a Public Holiday shall receive, in addition to his/her normal Public Holiday pay, an amount equalling 7 hours, 47 minutes at one and a half his/her ordinary rate. (1978 Agreement).

26. First Aid

Adequate first aid facilities shall be provided by the Employer (see Occupational Health and Safety Regulation 2001 as amended).

Where an employee is a qualified first aid attendant and he/she is required by the Company to perform first-aid and shall be paid (w/s) per day or shift in addition to his/her ordinary rates.

27. Protective Clothing

- (a) All employees working under this Award shall be provided free of charge with an adequate supply of work clothing.
- (b) Where necessary employees shall be supplied free of charge with waterproof protective clothing and souwester.
- (c) All such clothing will be replaced with a new issue only on production of the worn out clothing.
- (d) Respirators and goggles shall be supplied by the employer wherever necessary.
- (e) Employees shall use in the proper manner the appropriate protective clothing and equipment provided and shall comply with any other specified safe working requirements.
- (f) All items furnished by the Company in this clause must be handed in on termination of employment before final settlement can be made.
- (g) Employees shall be provided with adequate facilities for washing, changing, storage of personal effects, obtaining boiling water and the partaking of meals. Any disagreements about the adequacy of facilities shall be dealt with through the consultative process of this agreement and the disputes settlement procedure

28. Union Notices

- (a) An employee appointed as Union Delegate shall upon notification by the Union to the Company be recognised as the accredited representative of the Union and he/she shall be allowed the necessary time during working hours to interview a Union Organiser who is on site, the Company or its representative on matters affecting employees whom he/she represents.
- (b) (A Union Organiser may, after informing the most senior manager available of his/her presence on the site and of the purpose of his/her visit, interview a delegate, or in non- working time, meet with employees who are members or eligible to be members.
- (c) The Company may grant permission to a Union Organiser or delegate to hold union meetings during working time provided that;
 - (i) There is sufficient coverage of the work processes by employees of the company to allow normal work to continue during the meeting.
 - (ii) No less than 48 hours notice of the request to hold a meeting under this sub-clause is provided to the company
- (d) The Union Delegate shall obtain permission from his/her immediate Staff Supervisor advising the location he/she is proceeding to. He/She will not be replaced by another employee for his/her period of absence except under special circumstances approved by the Company.
- (e) His/Her/her location shall be known to the employees on his/her Plant and he/she shall be available to return to his/her area immediately upon request by his/her Supervisor.
- (f) The Company shall provide a notice board of reasonable dimensions with a glass front and lock to be erected in a prominent position upon which the accredited Union representative shall be permitted to post notices signed or countersigned by the representative posting the same. Any notices posted on such board not so signed or countersigned may be removed by an accredited Union representative or the Company.
- (g) When operations permit one accredited Union representative from the duty shift shall be allowed leave with pay to attend proper constituted union meetings held on Company premises subject to his/her being recalled by the Company if required for the continued smooth operation of his/her unit of production.
- (h) Subject to obtaining prior approval of the most senior management representative of the company available at the time, the appropriate union delegate shall be allowed time outside of the delegate's rostered working hours on or away from company premises for the purpose of attending to pressing legitimate union business and shall be paid at single time rate for such time. Provided that permission shall not be unreasonably refused.
- (i) Subject to gaining the approval of the company in writing, duly appointed union delegates shall be allowed leave with pay to attend Trade Union Training courses either conducted by Trade Union Training Incorporated (TUTA) or endorsed by TUTA and conducted by the Union. Approval of the company shall be subject to the following:
 - (i) That the company receive written notice of nomination from the union, setting out the time, dates content and venue of the course.
 - (ii) That not more than one person at a time and not more than 3 persons per year are nominated.
 - (iii) Attendance at an approved course or courses shall be for a period agreed between the union and the company provided that attendances at such approved course or courses do not exceed 15 days in the aggregate per year.
 - (iv) Attendance at the course or courses shall not be contrary to the operational requirements of the enterprise.

- (v) For the purpose of this sub-clause employees attending a course on a day on which he/she or she would otherwise be working will be regarded as being on day shift for that day.
- (vi) No payment shall be made to an employee for attending a course on a day on which he/she or she would not otherwise be working

29. Changes in the Workplace

29.1 Employment Change

- (a) The Company has the sole right to plan, direct and control operations and to introduce new and improved production methods or facilities.
- (b) The Company shall not give effect to a significant change in the area of responsibility caused by the addition of significant plant items before reasonable notifications be given to the Union in order to negotiate the appropriate rates of pay for the new function.
- (c) The employees shall agree without prejudice to accept a significant change in the area of responsibility for a reasonable period of time, such period to be determined beforehand to enable a survey of such responsibility to be carried out to assist in negotiations on the understanding that should an increase in pay be granted it will be retrospective to the commencement of the abovementioned trial period.
- (d) The employee shall recognise decreases in areas of responsibility brought about by improvement of plant capabilities and/or process change and that such decreases in areas of responsibilities be recorded against and be recorded as credit against any increase in the areas of responsibility which may be considered under this Clause.
- (e) The Company after consultation with the Union has the option to utilise the services of casual labour for whatever purposes.
- (f) The parties recognise that, the company at its option, may utilise the services of contract labour to cover demands for labour or skills that cannot reasonably be covered by the permanent employees.
- (g) Wherever possible, the company will offer overtime work to permanent employees before assigning the same overtime work to a contractor.
- (h) The company will require that employees of contractors are not paid any less than the rates of pay paid to comparable permanent employees.
- (i) No permanent employee will be replaced or prejudiced in his or her employment by a contractor
- (j) Employees of contractors working at the company, may be offered permanent employment when a vacancy for a permanent employee is created. The parties recognise that the Company is committed to making offers of employment strictly on the basis of merit. The parties further recognise that length of service as a contractor may be a factor in determining merit.

29.2 Mechanisation

- (a) Notwithstanding any provisions contained in this Award where on account of the introduction or proposed introduction by the Company of mechanisation or technological changes in the industry in which it is engaged, the Company terminated the employment of an employee who has been employed by the Company for the preceding twelve months, the Company shall give the employee three months' notice of the termination of his/her employment; provided that, if the Company fails to give such notice in full:-

- (b) It shall pay the employee at the rate specified for the employees ordinary classification in Clause 7 of this Agreement for a period equal to the difference between three months and the period of notice given, and
- (c) The period of notice required by this Sub-Clause to be given shall be deemed to be service with the Employer for the purpose of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of those Acts; and provided further that the right of the Company summarily to dismiss an employee without notice for neglect of duty or misconduct (and in such cases wages shall be paid up to the time of dismissal only) shall not be prejudiced by the fact that the employee has been given notice pursuant to this Sub-Clause of the termination of his/her employment.
- (d) Should the Company propose to introduce into the industry in which it is engaged mechanisation or technological changes which will result in one or more employees becoming redundant the Company shall give notifications in accordance with this Sub-Clause at least six months before the introduction of such mechanisation or technological changes, and, if it is not practicable for the Company to give such introduction, then it shall give the notifications as early as it is practicable for the Company to give them. The notifications to be given in accordance with this Sub-Clause are notifications in writing to the Industrial Registrar, the Director of Vocational Guidance Bureau, the Director of Technical Education and the Union Secretary, of the number of persons who may become redundant on account of the introduction or the proposed introduction by the Company of mechanisation or technological changes in the industry in which it is engaged, and of their occupations and of the approximate date when their employment is likely to terminate on account of such introduction.
- (e) Day workers dismissed because of redundancy shall be paid ordinary rates for any accumulated sick leave. Continuous shift workers dismissed because of redundancy shall be paid the average weekly pay (excluding bathe-out, disability, first aid, boiler certificate, service increments and the like) for any accumulated sick leave.
- (f) If the Company gives to an employee notice of the termination of employment on account of the introduction or proposed introduction of mechanism or technological changes, within fourteen days thereafter the Company shall give notifications in writing to the Industrial Registrar, the Director of Vocational Guidance, the Director of Technical Education and the Union Secretary, of the fact, stating the employees name and address and usual occupation and the date when the employment terminated or will terminate in accordance with the notice given.

29.3 Redundancy

- (a) Redundancy means a situation where an employee is terminated because the employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone. The ordinary and customary turnover of labour is not a redundancy.
- (b) Prior to a redundancy taking place, the company will advise the employee(s) affected and the union as early as possible.
- (c) Employees who have been engaged on a temporary, casual or short term basis, and have been advised of such arrangement at the time of employment will not be regarded as being redundant for the purposes of this clause.
- (d) The provisions of this clause will not apply to employees who are terminated by the company for reasons other than redundancy, nor will it apply to employees who terminate their employment of their own accord.
- (e) Employees taking voluntary redundancy shall also receive the provisions of this clause.
- (f) Employees under a notice of termination due to redundancy shall be allowed reasonable time off, to a maximum of One day Per Week during the notice period, for employment interviews subject to production of proof of attending the interview(s).

- (g) An employee who finds an alternative position during the Notice of Termination period may, with the consent of the company, terminate his/her or her employment prior to the expiry of the period of notice without forfeiting the right to redundancy compensation. The company's consent in such circumstances shall not be unreasonably withheld.
- (h) The company's need to maintain an efficient workforce and an efficient operation will be taken into account in the selection of employees to be made redundant.
- (i) "Weeks Pay" means an employee's normal rate of pay for an ordinary week's work at the time of receiving notice of termination. The normal rate of pay does not include overtime, site allowances, travelling allowances or other like payments that do not directly relate to a normal weeks pay.
- (j) Redundant employees shall receive an itemised statement of all payments within seven (7) days of receiving Notice of Termination. A certificate of service shall be made available to employees on request.
- (k) Explanation of Redundancy Provisions

Employees deemed redundant under the provisions of the clause shall receive the following period of notice and severance payments on the termination of their employment with the employer. Such period of notice and severance payments will be in addition to any salary wage or other award or statutory entitlements which may be due at that date, but are instead of any Notice/Redundancy/Retrenchment benefit contained within the applicable award(s) or legislation.

- (l) "Continuous Service" means an unbroken period of employment up to the point where the employee is terminated. Broken periods of employment shall not be taken into account.
- (m) Employees deemed redundant shall receive the following notice provision or payment in lieu thereof:

Period of Continuous Service	Period of Notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- (n) In addition to the period referred to above, an employee over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional weeks notice.
- (o) In addition to the period of notice or payment in lieu, a redundant employee shall receive severance payment according to the following table: *

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

- (p) Where an employee is 45 of age or over, the entitlement shall be in accordance with the following table

Years of Service	Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and less than 7 years	20 weeks

- (q) An employee deemed redundant shall receive a maximum severance payment of 48 weeks on the basis of an additional 2 weeks pay for every year of service above 7 years and paid pro-rata on completed months of service which are less than a completed year.
- (r) Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement age. In this paragraph "normal retirement age" means 70 years.
- (s) For the purposes of this clause, statutory entitlements shall be deemed to include a pro-rata payment for long service leave for redundant employees with over five years continuous service with the company.
- (t) An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee. When considering making such an application, the company will consult through the consultative mechanism. Items for discussion will include; the transfer of accrued benefits, travel arrangements, nature of the work in the new employment and wage rates".
- (u) All accrued sick leave will be paid to all employees being retrenched
- (v) Death while on Notice: Should an employee under notice of retrenchment die before the intended date of termination, all benefits of this redundancy clause to which an employee was entitled shall be paid directly to that employee's estate

30. Disciplinary and Dispute Procedures

30.1 Dispute Procedure

Subject to the *Industrial Relations Act* 1996, as amended, any dispute or claim as to the wages and/or conditions of employment of any employee in regard to whom the Employer is bound by this Agreement, shall be settled in the following manner:

- (a) The employee shall first discuss the matter with his/her supervisor.
- (b) If the matter is not resolved it shall be discussed by the shift representative, the employee and the appropriate supervisor.
- (c) If the dispute is not settled by this method, the shift representative shall contact the senior Union delegate and at the same time the supervisor shall contact the accredited representative of the Company who shall further discuss and resolve the matter or arrange a conference at the earliest possible time.
- (d) If not settled, the matter shall be further discussed between the Secretary or his/her accredited representative of the Union and the accredited representative of the Company. (Bona fides must be established from both parties).

- (e) If the matter is still not settled, the parties may seek the assistance of a mutually acceptable conciliator, or the matter shall be submitted to the Industrial Relations Commission whose decision shall, subject to any right to appeal in accordance with the *Industrial Relations Act 1996* be final and may be accepted by the parties.
- (f) Until the matter is determined, work shall continue normally. Where it is agreed between the parties that there is an existing custom work will continue in accordance with that custom, but where there is no agreement as to custom, the employer's direction shall be accepted. No party shall be prejudiced as to final settlement by the continuation of work in accordance with the Sub-Clause.

30.2 Disciplinary Procedure

- (a) It is a normal part of a Supervisor/Employee relationship that the Supervisor will need to inform his/her people if they are not working in a correct manner. Such discussions are not meant to be disciplinary. However, in the event of disciplinary action where warning of possible dismissal or demotion is involved a Supervisor and/or Manager shall take the following steps:
- (b) He/She shall inform the employee concerned that he/she proposes to take a disciplinary action and advise the employee that he/she or she is entitled to be accompanied by his/her Union delegate or co-delegate.
- (c) He/She shall advise the Union delegate or in his/her absence, the co-delegate, of his/her intention to issue a warning, and allow the delegate or the co-delegate to counsel the employee concerned if the employee so wishes.
- (d) He/She shall issue the warning in the presence of the delegate and/or co-delegate.
- (e) He/She shall document the matter and forward the details to the Plant Manager.
- (f) It must be clear to all parties that a formal warning is not deemed by the Company to have occurred unless documented and unless the employee is given the right of delegate representation.
- (g) After the first offence, a verbal warning will be issued in the presence of a Union delegate by the departmental supervisor. Counselling will be provided and the warning will be recorded in writing.
- (h) After the second offence, a written warning will be issued and further counselling provided. The warning will notify offender that the next offence will result in disciplinary action.
- (i) Third offence will result in immediate disciplinary action, which may include termination.
- (j) Management has the right to review any verbal or written warnings after six months and remove them from the personnel file.
- (k) Nothing under this procedure will effect the right of the parties under existing provisions of this agreement.
- (l) An employee under this procedure always reserves the right of appeal.
- (m) The Company under this procedure always reserves their right to summary dismissals under clause 6(b) of the award.

31. Training

The parties to the Continental Carbon site agreement recognise that in order to increase the efficiency, productivity and competitiveness of the Company, a commitment to training and skill development is required. Accordingly the parties commit themselves to:

- (a) developing a more highly skilled and flexible workforce;
- (b) providing employees with career opportunities through appropriate skills; and
- (c) removing barriers to the utilisation of skills required in line with the need of the enterprise.

32. Company Policy Commitments

- (a) The parties to the award and all employees undertake to abide by the Company Quality and Policy procedures.
- (b) The parties to the award and all employees will abide by the Company Rehabilitation and Safety Policy.

33. Annual Health Checks

- (a) The company shall offer that each employee undergo an annual health check during each year of employment.
- (b) This health check will be arranged by the company and shall be at no cost to the employee.

34. Accident Pay

For the purposes of this Section and subject to the terms of this Section the words hereunder shall bear the respective definitions base set out hereunder:-

"Accident Pay"

- (a) In the case of an employee who is or is deemed to be totally incapacitated within the meaning of the Workers Compensation Act means a weekly payment of an amount representing the difference between on the one hand, the total amount of compensation including other allowances paid to the employee during incapacity pursuant to Section 9 of the Workers Compensation Act for the week in question and on the other hand the total 35 hour weekly award rate and weekly over-award payment being made to such employee at the date of the injury giving rise to the said payments of compensation together with or less as the case may be any variation in award rates which would have been applicable to the classification of such employee for the week in question if he/she had been performing his/her calculation. Any payment for overtime earnings, site disability allowances (that is any allowances that an employee does not normally receive when he/she is absent from work) for example, fares and travelling time allowances and any other ancillary payments payable by the employer shall not be taken into account; or
- (b) In the case of an employee partially incapacitated within the meaning of the Workers Compensation Act means a weekly payment of an amount representing the difference between on the one hand, the total amount of compensation paid to the employee during incapacity pursuant to Section 11 (1) of the Workers Compensation Act for the week in question together with the average weekly amount he/she is earning or is able to earn in some suitable employment or business as determined expressly or by implication by the Workers Compensation Commission of New South Wales or as agreed between the parties and on the other hand the total 35 hour weekly award rate and weekly over-award payments being paid to such employee at the date of the injury giving rise to the said payments of compensation together with or less as the case may be any variation in award rates which would have been applicable to the classification of such employee for the week in question if he/she had been performing his/her normal duties providing that in making such calculation any payment for overtime earnings, site disability allowances (that is any allowances that an employee does not normally receive when he/she is absent from work with pay), foundry allowances, fares and travelling time allowances and any other

ancillary payments payable by the employer shall not be taken into account, subject to the provision that where in respect of any claim for compensation brought by an employee in the Workers Compensation Commission pursuant to Section 11 (1) of the Workers Compensation Act the Commission awards to him an amount of weekly compensation, or agreement is reached that the employee should receive a weekly amount of compensation less than the difference referred to in Section 11 (1) of the Act, such an award or agreement will not operate to increase any liability of the employer to pay any higher amount of Accident Pay pursuant to this agreement by reason of the employee receiving less than the said difference referred to in Section 11 (1) of the Workers Compensation Act and for the purpose of this calculation the employee in such event shall be deemed to have recovered the full amount of the difference referred to in Section 11 (1) of the Act. For the purposes of (a) and (b) of this definition where an employee receives remuneration by way of any form of bonus scheme in lieu of or in addition to over-award payments his/her weekly over-award payment shall be deemed to be or include the average weekly bonus earned by his/her during the 13-week period immediately preceding the date of the injury or during the whole period of his/her employment whichever is the lesser period.

- (c) "Injury" means any injury within the meaning of the Workers Compensation Act (including but without limiting the generality thereof, injury received during daily or periodic journeys as defined by Section 7 of the Workers Compensation Act) resulting in incapacity and for which compensation is being paid within the meaning of the said Act.
- (d) "Incapacity" shall have the same meaning as in the Workers Compensation Act.
- (e) "Workers Compensation Act" The *Workers Compensation Act* 1987 (as amended) of the State of New South Wales.
- (f) Always subject to the terms of this section an employee covered by this Section shall upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the Workers Compensation Act be paid Accident Pay by the employer who directly employs him under a contract of service or apprenticeship and is liable to pay compensation under the provisions of the said Workers Compensation Act, which said liability by the employer for Accident Pay may be discharged by another person on his/her behalf provided that:
- (g) Accident Pay shall only be payable in respect of a period or periods of any incapacity of an employee whilst such employee remains in the employment of the employer who employed him at the time of the injury, causing such period or periods of incapacity.
- (h) No Accident Pay shall be payable in respect of any period of incapacity commencing during the first two weeks of employment of an employee by an employer unless such period of incapacity is continuing at the date of expiration of the first two weeks of such employee's employment in which case Accident Pay will be payable only in respect of that part of such period of incapacity occurring after the first two weeks of such employee's employment. In the case of an injury within the meaning of Section 7(4), 7(4A), 7(4B) or 7(4C) of the Workers Compensation Act an employer shall not be liable to pay Accident Pay to an employee pursuant to this Agreement unless the employee has completed a minimum period of three months service with the employer prior to the date of happening of the injury as determined by Section 7(5) of the Act and provided further that as at the date of such happening the employee is still employed by the employer under a then subsisting contract of service or apprenticeship.
- (i) An employee shall not be entitled to the payment of Accident Pay in respect of any period of paid annual leave, or long service leave or for any paid public holiday in accordance with the appropriate award provisions.
- (j) An employee upon receiving any injury for which he/she claims to be entitled to receive Accident Pay shall give notice in writing of the said injury to his/her employer and of its manner of happening thereof and shall provide in writing all other information as the employer may reasonably require.
- (k) An employee upon receiving an injury for which he/she is receiving payment or payments for incapacity in accordance with the provisions of the New South Wales Workers Compensation Act shall furnish

evidence to the employer from time to time as required by the employer of such payment and compliance with this obligation shall be a condition precedent to any entitlement under this Section.

- (l) Nothing in this Section shall in any way be taken as restricting or removing the employers right under Section 51 of the Workers Compensation Act to require the employee to submit himself to examination by a legally qualified medical practitioner, provided and paid by the employer, and if he/she refuses to submit himself to such examination or in any way obstructs the same, his/her right to receive or continue to receive Accident Pay shall be suspended pursuant to Section 51 of the Workers Compensation Act until such examination has taken place.
- (m) Where a medical referee or Board within the meaning of Section 51 of the Workers Compensation Act gives a certificate as to the condition of the employee and his/her fitness for employment of specifies the kind of employment for which he/she is fit and the employer refuses or fails to resume or perform the said employment so provided then all payments in accordance with this Section shall cease and determine from the date of such refusal or failure to commence such duties.
- (n) Accident Pay payable hereunder shall be payable for a maximum period or aggregate of periods in no case exceeding a total of 26 weeks for any incapacity in respect of and resulting from any one injury suffered by an employee.
- (o) Where an employee is receiving Accident Pay and Accident Pay is payable for incapacity for part of a week the amount shall bear the same ratio to Accident Pay for a full week that normal working time during such part bears to the workers full normal working week.
- (p) Where there is a redemption of weekly payments by the payment under Section 15 of the Workers Compensation Act of a lump sum, there shall be no further liability for Accident Pay under this Section in respect of an injury (for which weekly payments have been recovered) from the date of the said redemption in the Workers Compensation Commission of New South Wales.
- (q) Notwithstanding paragraphs 6 and 7 hereof any employee who is receiving or who has received Accident Pay in respect of any injury shall furnish all relevant information to his/her employer concerning any action he/she may institute or any claim he/she may make for damages in respect of that injury and shall if required authorise such employer to obtain information as to the progress of such action or claim for the employees solicitors and shall if required provide an irrevocable authority to the employer entitling the said employer to a charge upon any money or monies payable pursuant to any consequent verdict or settlement.
- (r) Where the employee obtains a verdict for damages against his/her employer or is paid an amount in settlement of any claim for damages that he/she or she has made against his/her employer in respect of any injury for which has received compensation under the Workers Compensation Act and Accident Pay he/she shall not be entitled to any further Accident Pay within the meaning of this Section and he/she shall immediately be liable upon payment to him or his/her agent of such verdict for damages or amount in settlement of a claim therefore to repay to his/her employer the amount of Accident Pay which the employer has paid in respect of the employees injury under this Section.
- (s) Where the injury for which Accident Pay was caused under circumstances creating a legal liability in some person other than the employer to pay damages in respect thereof and the employee obtains a verdict for damages or is paid an amount of money in settlement of any claim for damages he/she has made against that other person, he/she shall immediately upon payment of such verdict or amount of money to him or his/her agent, repay to the employer the amount of Accident Pay which the employer had paid in respect of the employees injury and the employee shall not be entitled to any further Accident Pay.
- (t) Any employee who is receiving or who has receiving Accident Pay in respect of any injury shall if required by the employer or other person on his/her behalf authorise his/her employer to obtain any information required by such employer concerning such injury or compensation payable in respect thereof from the insurance company that is liable to pay compensation to such employee pursuant to the Workers Compensation Act.
- (u) Nothing in this Section shall require the employer to insure against his/her liability for Accident Pay.

- (v) In the event of the rates of compensation payable pursuant to the Workers Compensation Act at the date hereof being varied at any time after the date hereof, such variations shall not operate so as to increase the amount of Accident Pay payable hereunder above the amount that would have been payable if such rates of compensation had not been varied.
- (w) If the compensation payable to an employee pursuant to the Workers Compensation Act is reduced by an amount by reason of the fact that such employee is entitled to receive Accident Pay or is in receipt of Accident Pay then in calculating the amount of Accident Pay payable to such employee the compensation payable to such employee shall be deemed to be the compensation that he/she would have received if there had been no such reduction in compensation payments.
- (x) The right to be paid Accident Pay shall terminate on the death of an employee entitled thereto and no sum shall be payable to the legal personal representative, next-of-kin, assignee or dependant of the deceased employee, with the exception of Accident Pay accrued up to the time of death.

SCHEDULE A

The parties agree that this award is in full and final settlement of the log of claims including:

Production:

Achievement and maintenance of AS3902 (including manuals etc);

Introduction and maintenance of PLC based computer systems and other technology plant capabilities, as per clause 37, Employment Change and new skills required to operate equipment;

Added sampling and monitoring of C.B. boiler and A & B boilers;

Added collection of black and re-running and associated clean-up;

Warehouse:

Computer and keyboard skills.

All and allowances associated with bulk tanker, including filling, cleaning and emptying height allowance and the like.

Increased production processed through warehouse with the same manpower.

Personnel require additional skills and training to carry out duties.

Plus:

Car wash.

Compulsory production of cab charge dockets.

PART B

Schedule 1 Wage Rates

Table 1 Weekly Rates

Classification	At 1/11/03 \$ per week	From 1/11/04 \$ per week
Production Staff Operator/Day Worker	738.49	760.64
Other Employee	668.53	688.59
Handyman	804.14	828.26
Shipping Staff Other Employee	668.53	688.59
Maintenance Staff Licensed Electrician	837.00	862.11
Handyman	804.14	828.26
Fitter Welder	804.25	828.38
Ironworker	694.25	715.08
Instrument Technician	989.47	1019.15

Table 2 - Classification Related Allowances

Allowance	At 1/11/03 \$ per week	From 1/11/04 \$ per week
Production Staff Trained L/Hand	27.84	28.68
Leading Hand	99.46	102.44
Shipping Staff Leading Hand 3-10	29.92	30.82
Leading Hand 11-20	44.76	46.10
Leading Hand 20+	57.38	59.10
Foreman/ Snr L/H	117.89	121.43
Maintenance Staff Welder 2nd class	66.19	68.18
Foreman / Snr L/H	117.88	121.42
DLI Certificate	19.54	20.13
Restricted Electrical Licence	12.25	12.62
Leading Hand - Fitter Welder	37.45	38.57
Leading Hand - Electrical	51.41	52.95
Instrument Fitter	51.99	53.55
Licensed Rigger / Dogman	17.75	18.30
Licensed Scaffolder	12.25	12.62

Table 3 - Special Rates

Allowance	At 1/11/03 \$	From 1/11/04 \$
Entry-Bag Filter etc	8.85	9.12
Each hour thereafter	1.55	1.60
Fork Lift	5.39	5.55
Boiler Attendant	6.02	6.20
Valve Packer / Belt	5.15	5.30
Transport	4.50	4.64

Table 4 - Tea Money

Allowance	At 1/11/03 \$	From 1/11/04 \$
Meal Allowance	10.03	10.33

Table 5 - Call Back Car Allowance

Allowance	At 1/11/03 \$	From 1/11/04 \$
Call Back Car Allowance	19.73	20.38

Table 6 - First Aid

Allowance	At 1/11/03 \$	From 1/11/04 \$
First Aid	4.40	4.53

Table 7 - Service Increment

	From 1/11/04 \$ per week	From 1/11/04 \$ per week
After 1 year	3.71	3.82
After 2 years	7.28	7.50
After 3 years	10.96	11.29
After 4 years	14.44	14.87
After 5 years	18.30	18.85
After 6 years	21.99	22.65
After 7 years	25.45	26.21
After 8 years	28.80	29.66
After 9 years	32.74	33.72
After 10 years	36.55	37.65

P. J. STAUNTON J.

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(1299)

SERIAL C2820

THE PRIVATE HOSPITALS AGED AND DISABILITY CARE SERVICES INDUSTRY REDUNDANCY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1746 of 2004)

Before Mr Deputy President Grayson

8 June 2004

REVIEWED AWARD

1. Delete subclause (i) the definition "Association" in clause 2, Definitions, of the award published 31 August 2001 (327 I.G. 487), and insert in lieu thereof the following:
 - (i) "Union" means the Health Services Union.
2. Delete paragraph (c) of subclause (iii) Parent awards, of clause 2, Definitions.
3. Delete the words "Association" in paragraph (a) of subclause (i) of clause 4, Introduction of Change, where it appears therein, and insert in lieu thereof the following:

"Union"
4. Delete paragraph (b) of subclause (iii) of clause 7, Severance Pay, and renumber existing paragraph (c) to read as paragraph (b).
5. Delete subclause (ii) of clause 12, Exemptions, and insert in lieu thereof the following:
 - (ii) Employees of the Spastic Centre of New South Wales to whom the terms of the Spastic Centre of New South Wales Enterprise (State) Award published 7 November 2003 (341 I.G. 945); and the Spastic Centre of New South Wales (Allied Professional Staff) (State) Award effective 1 November 2003 (unpublished) apply.
6. Delete paragraph (b) of subclause (iii) of clause 13, Area, Incidence and Duration, and renumber existing paragraph (c) to read as paragraph (b).
7. Insert after subclause (ix) of clause 13, the following new subclauses:
 - (x) 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 8 June 2004.
 - (xi) 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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(570)

SERIAL C2943

RACE CLUBS EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1699 of 2004)

Before Mr Deputy President Sams

2 July 2004

REVIEWED AWARD

1. Delete the "NOTATION" in subclause (3) of clause 31, Superannuation, of the award published 24 August 2001 (327 I.G. 95) and insert in lieu thereof the following:

"NOTATION: Employer contributions under relevant legislation are set at 9%."

2. Delete the fourth paragraph of clause 36, Area, Incidence and Duration, and insert in lieu thereof the following:

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 2 July 2004. The 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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(512)

SERIAL C3009**THE BUSINESS EQUIPMENT MAINTENANCE (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4052 of 2004)

Before The Honourable Justice Haylen

20 July 2004

VARIATION

1. Delete subclause (iv) of clause 3, Wages of the award published 16 May 1997 (298 I.G. 531), and insert in lieu thereof the following:
 - (iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
 - (a) any equivalent overaward payments, and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 - Rates of Pay, of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1 - Rates of Pay

Classification	SWC 2003 Amount \$	SWC 2004 Adjustment \$	SWC 2004 Amount \$
Office Equipment Mechanic	542.20	19.00	561.20

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

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2003 Amount \$	SWC 2004 Amount \$
1	3(ii)	Leading Hands - in charge of not less than three and not more than 10 employees in charge of 10 and not more than 20 employees in charge of more than 20 employees	24.55 p/wk 36.75 p/wk 46.65 p /wk	25.40p/wk 38.05p/wk 48.30 p
2	8	Standing-by allowance	8.80 p/hr	9.10 p/hr
3	11(i)(ii)	Meal allowance	8.65 p/meal	9.00 p/meal
4	16(vi)(b)	Meal allowance included as reasonable expenses whilst travelling	8.65 p/meal	9.00 p/meal
5	16(vi)(b)	Additional meal allowance for evening meal whilst travelling	8.65 p/meal	9.00 p/meal
6	16(vi)(c)	Living away from home allowance	64.20 p/day	64.20 p/day
7	16(vi)(c)	Evening meal allowance paid in addition to living away from home allowance	12.05	12.50
8	29(v)	Laundry allowance	2.00 p/wk	2.05 p/wk

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

4. This variation shall take effect from the first pay period to commence on or after 20 July 2004.

W. R. HAYLEN *J.*

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(356)

SERIAL C3010

EXHIBITION INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4052 of 2004)

Before The Honourable Justice Haylen

20 July 2004

VARIATION

1. Delete clause 28, State Wage Case Adjustments, of the award published 6 October 2000 (319 I.G. 1), and insert in lieu thereof the following:

28. State Wage Case Adjustments

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

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

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

The minimum rate of pay for any weekly employee under this award shall be prescribed hereunder for the relevant classification:

Classification	SWC 2003 Amount \$	SWC 2004 Adjustment \$	SWC 2004 Amount \$
Assistant Technician	512.50	19.00	531.50
Assistant Technician- Experienced	597.00	19.00	616.00
Technician	637.20	19.00	656.20
Guest Host/Customer Liaison Person	601.50	19.00	620.50
Designer/Planner	815.20	19.00	834.20

Table 2 - Casual Rates

The minimum hourly rate of pay for a casual employee under this award shall be as prescribed hereunder for the relevant classification.

Casual employees shall be paid for a minimum of four hours worked on any call, to be worked continuously except for meal breaks.

The hourly rates contained herein have been loaded by twenty per cent to compensate casual employees for all incidents of paid leave arising from this award as well as annual leave.

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

Classification	SWC 2003 Amount \$	SWC 2004 Adjustment \$	SWC 2004 Amount \$
Assistant Technician	15.05	0.60	15.65
Assistant Technician - Experienced	15.95	0.60	16.55
Technician	17.60	0.60	18.20
Casual Loader			
8.00am to 6.00pm	14.55	0.60	15.15
6.00pm to Midnight	17.05	0.60	17.65

Midnight to 8.00am	21.50	0.60	22.10
Casual Stage Hands			
8.00am to 6.00pm	17.00	0.60	17.60
6.00pm to Midnight	18.25	0.60	20.85
Midnight to 8.00am	25.70	0.60	26.30

Saving Provision - The rates of pay outlined in Table 1 - Rates of Pay and Table 2 Casual Rates shall be applied so as to ensure that:

- (a) No employee shall suffer any loss of weekly or ordinary time rates or reduction in conditions of employment as a result of the making of this award. For the purpose of this subclause any employee terminated and then re-employed by the same employer for the purpose of circumventing this provision shall be re-employed on the same classification.
- (b) The provision of this clause in so far as it applies to rates of pay shall apply only to the employee's rate of pay for his or her ordinary hours of work, however, the union shall have the right to refer any individual case in which the provisions of the subclause may operate unfairly to the Industrial Relations Commission of New South Wales for conciliation and/or arbitration.

Table 3 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	27(c)	Meals and incidental expenses allowance	36.40per day
2	27(c)	Reduced meals and incidental expenses allowance	10.65 per day

3. This variation shall take effect from the first full pay period to commence on or after 6 August 2004.

W. R. HAYLEN *J.*

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(372)

SERIAL C3011

HAIRDRESSERS', &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4052 of 2004)

Before The Honourable Justice Haylen

20 July 2004

VARIATION

1. Delete clause 10, State Wage Case Adjustments, of the award published 23 July 2004 (345 I.G. 452), and insert in lieu thereof the following:

10. State Wages Case Adjustments

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

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

PART B

MONETARY RATES

Table 1 - Wages

Level	Classification	SWC 2003 Amount \$	SWC 2004 Adjustment \$	SWC 2004 Amount \$
1	Wigmaker - Employees, male and female, doing work on or in connection with the making of wigs, toupees or other hair pieces and/or doing board work generally.	542.20	19.00	561.20
	Adult Employee - Hairdresser doing men's and/or ladies hairdressing	542.20	19.00	561.20
2	Receptionist/Salon Assistant - 21 years of age and over	510.45	19.00	529.45
3	Beautician, Electropodist, Chiropodist - All as defined	506.20	19.00	525.20
4	Manicurist - as defined over 18 years of age	493.45	19.00	512.45
5	Manicurist -over 18 years of age but less than 21 years of age, entering the industry without experience	431.00	19.00	450.00

Table 2- Other Rates and Allowances

Item No	Clause No.	Brief Description	SWC 2003 Amount \$	SWC 2004 Amount \$
1	7(v)	Meal Allowance per meal	7.15	7.40
2	9(iv)	Employee in Charge per week	29.50	30.50
3	13(ii)	Tool Allowance per week	7.20	7.35
4	14	Health Department per hour	0.85	0.88
5	15	Laundry per week	5.00	5.10
6	16	First Aid per week	8.35	8.65
7	18	Transport per km	0.64	0.64

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

3. This variation shall take effect from the first full pay period to commence on or after the 25 July 2004.

W. R. HAYLEN J.

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(421)

SERIAL C3012

LAUNDRY EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4052 of 2004)

Before The Honourable Justice Haylen

20 July 2004

VARIATION

1. Delete subclause (ii) of clause 5, Skilled Based Classification Structure, of the award published 8 February 2002 (331 I.G. 63), and insert in lieu thereof the following:
 - (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
 - (a) any equivalent overaward payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

Classification	SWC 2003 Amount \$	SWC 2004 Adjustment \$	SWC 2004 Amount \$
Level One Employee	456.80	19.00	475.80
Level Two Employee	477.60	19.00	496.60
Level Three Employee	502.70	19.00	521.70
Level Four Employee	519.30	19.00	538.30

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Description	SWC 2003 Amount \$	SWC 2004 Amount \$
1	4(iii)(c)	Leading Hand Allowance 3 to 10 employees Over 10 employees	20.75 p/wk 34.05 p/wk	21.50 p/wk 35.25 p/wk
2	16(iv)	Meal Allowance	7.35	7.65
3	32(ii)	First Aid	1.65	1.70

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

3. This variation shall take effect from the first full pay period to commence on or after the 11 August 2004.

W. R. HAYLEN J.

(1341)

SERIAL C3013

SYDNEY AQUARIUM STAFF (STATE) AWARD 1998

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4052 of 2004)

Before The Honourable Justice Haylen

20 July 2004

VARIATION

1. Delete clause 38, State Wage Case Adjustment, of the award published 21 September 2001 (327 I.G. 1147), and insert in lieu thereof the following:

38. State Wage Case Adjustment

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

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

PART B

MONETARY RATES AND ALLOWANCES

1. Aquarists - The following weekly rates of pay shall be the minimum rate of pay for a 38-hour week for Aquarists as defined in clause 8, Classifications and Rates of Pay:

Classification	Weekly Rate \$
Grade 5	477.60*
Grade 4	536.20*
Grade 3	596.75*
Grade 2	653.30*
Grade 1	749.27*

2. Recreation and Leisure Staff- The following weekly rates of pay shall be the minimum rate of pay for a 38-hour week for recreation and leisure staff as defined in clause 8 of this award.

Classification	Weekly Rate \$
Grade 5	467.40
Grade 4	484.10
Grade 3	506.60
Grade 2	561.20
Grade 1	624.40

3. Cleaning Staff-The following rates of pay shall be the minimum hourly rate of pay for cleaners as defined in clause 8 of this award. These rates include a component to compensate employees for cleaning toilets. The rates for casual employees are also inclusive of a casual loading and the 1/12th component payable under the *Annual Holidays Act 1944*.

Classification	Hourly Rates			
	Week day \$	Saturday \$	Sunday \$	Public Holiday \$
Cleaner (shift)				
Day shift	12.87	19.30	25.74	32.18
Afternoon shift	14.57	19.30	25.74	32.18
Night shift	16.30	19.30	25.74	32.18
Casual (shift)				
Day shift	15.65	23.48	31.30	39.13
Afternoon shift	17.86	23.48	31.30	39.13
Night shift	20.06	23.48	31.30	39.13

Leading Hand Allowance - A cleaner placed in charge of other cleaners shall be paid the following rates in addition to the relevant hourly rate of pay set out above.

	Per Week (38 hours) \$	Per Hour \$
1-5 employees	21.87	0.58
6-10 employees	24.83	0.65

4. Café Staff - The following weekly rates of pay shall be the minimum rate of pay for a 38-hour week for Café Staff as defined in clause 8 of this award.

Classification	Weekly Rate \$
Grade 5	474.30
Grade 4	491.30
Grade 3	516.90
Grade 2	535.60
Grade 1	610.60

5. First-aid Allowance of \$11.05 per week

*N.B. The weekly rates contained herein have a \$10.00 per week component to fully compensate employees in regard to all aspects of air assisted driving associated with these functions.

3. This variation shall take effect from the first full pay period to commence on or after 27 July 2004.

W. R. HAYLEN *J.*

Printed by the authority of the Industrial Registrar.

(664)

SERIAL C3014

THEATRE MANAGERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4052 of 2004)

Before The Honourable Justice Haylen

20 July 2004

VARIATION

1. Delete clause 4, Arbitrated Safety Net Adjustment, of the award published 24 November 2000 (320 I.G. 543), and insert in lieu thereof the following:

4. Arbitrated Safety Net Adjustment

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

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

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

PART B

MONETARY RATES

Table 1 - Rates of Pay

First Schedule -

- (i) Cinemas in the central city areas of the Cities of Sydney and Newcastle.
- (ii) Any cinemas regularly giving three or more performances daily.

Classification	SWC 2003 Amount \$	SWC 2004 Adjustment \$	SWC 2004 Amount \$
Manager	591.70	19.00	610.70
Assistant Manager	535.50	19.00	554.50

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

Classification	SWC 2003 Amount \$	SWC 2004 Adjustment \$	SWC 2004 Amount \$
Manager	581.00	19.00	600.00
Assistant Manager	510.70	19.00	529.70

Third Schedule - Cinemas other than those of the First and Second Schedules hereof, giving performances on six or seven nights per week, with one or more day time performances.

Classification	SWC 2003 Amount \$	SWC 2004 Adjustment \$	SWC 2004 Amount \$
Manager	553.60	19.00	572.60
Assistant Manager	494.80	19.00	513.80

Fourth Schedule - Cinemas other than those of First, Second and Third Schedules hereof, provided, however, that cinemas giving not more than one performance per week shall be excluded from the provisions of this award.

Classification	SWC 2003 Amount \$	SWC 2004 Adjustment \$	SWC 2004 Amount \$
Manager	525.70	19.00	544.70

Fifth Schedule- All Schedules:

Classification	SWC 2003 Amount \$	SWC 2004 Adjustment \$	SWC 2004 Amount \$
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Trainee Manager	451.20	19.00	470.20
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Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief description	Amount \$
		Management of:	
1	8(a)	Confectionery, snack/licensed liquor bar, ordering supplies, supervision of staff, checking and banking takings	23.20 per week
2	8(b)	Checking and banking takings, other duties of minor nature regarding confectionery, snack/licensed liquor bar	10.00 per week
3	8(c)	Appointment licensee and holder of liquor license, accepts responsibility under State Liquor Act	17.25 per week
4	9(b)	Intermittent Manager (one-fifth of weekly rate multiplied by number of days plus 15 per cent) with a minimum additional	23.90 per week
5	10(b)	Casual employee engaged to work when performance takes place (with a minimum payment as for four and a quarter hours)	2.60 per hour
		Clothing and footwear allowance:	
6	20(a)	Where dinner dress is required to be worn for one/two nights in the week	1.40 per night
7	20(a)	On three or more nights in the week	6.75 per week
8	21(b)	Travelling and incidental expenses	75.85 per day
9	21(b)	Maximum	379.10 per week
10	22(a)	Locomotion allowance	0.51 per km
11	22(b)	Manager of more than one theatre travelling from one to the other	0.53 per km

3. This variation shall take effect from the first full pay period to commence on or after 6 August 2004.

W. R. HAYLEN *J.*

Printed by the authority of the Industrial Registrar.

(845)

SERIAL C3015

**THEATRICAL EMPLOYEES RECREATION AND LEISURE
INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4052 of 2004)

Before The Honourable Justice Haylen

20 July 2004

VARIATION

1. Delete clause 30, State Wage Case Adjustments, of the award published 13 October 2000 (319 I.G. 406), and insert in lieu thereof the following:

30. State Wage Case Adjustments

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

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

PART B

MONETARY RATES

Table 1 - Rates of Pay

(i)

Classification	SWC 2003 Amount \$	SWC 2004 Adjustment \$	SWC 2004 Amount \$
Level 1	448.40	19.00	467.40
Level 2	465.10	19.00	484.10
Level 3	487.60	19.00	506.60
Level 4	542.20	19.00	561.20
Level 5	605.40	19.00	624.40

(ii)

Junior Rates	Percentage of Appropriate Adult Rate
At 16 Years and under	55
At 17 Years	65
At 18 Years	75
At 19 Years	85
At 20 Years	100

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2003 Amount \$	SWC 2004 Amount \$
1	3(c)	Supervisory loadings Up to 5 employees	19.10	19.80
2		6 to 10 employees	26.20	27.10
3		11 or more employees	33.70	34.90
4	19(a)	First aid allowance	10.70	11.10

3. This variation shall take effect from the first full pay period to commence on or after 26 July 2004.

W. R. HAYLEN J.

Printed by the authority of the Industrial Registrar.

(1413)

SERIAL C2685

**CHUBB SECURITY SERVICES CASH PROCESSING AND CLERICAL
AND ADMINISTRATIVE EMPLOYEES AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1262 of 2004)

Before The Honourable Justice Schmidt

26 March 2004

VARIATION

1. Delete subclauses (iii) and (iv) of clause 23, Travelling Expenses, of the award published 22 February 2002 (331 I.G. 518) and insert in lieu thereof the following:
 - (iii) Any employee required to provide a motorcar shall be paid extra per week:

	Per Week \$
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For a vehicle 1500 cc and under	80.80
For a vehicle over 1500 cc	99.90

- (iv) Where an employee is required to use their motorcar by their employer on a casual or incidental basis, such employee shall be paid an amount of 55 cents per kilometre travelled, during such use.
2. This variation will take effect from the first full pay period commencing 26 March 2004.

M. SCHMIDT *J.*

Printed by the authority of the Industrial Registrar.

(714)

SERIAL C2766

CHARITABLE SECTOR AGED AND DISABILITY CARE SERVICES (STATE) AWARD 2003

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Nursing Homes And Extended Care Association (New South Wales), industrial organisation of employers.

(No. IRC 1971 of 2004)

Before Commissioner McLeay

16 April 2004

VARIATION

- Delete from subclause (viii) of clause 51, Exemptions, of the award published 7 May 2004 (344 I.G. 331) the following:

Bushlands Place Nursing Home, Bushlands Drive, Taree
- This variation will take effect from 12 April 2004.

J. McLEAY, Commissioner.

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(1415)

SERIAL C3189

**AUSTRALIAN WORKERS' UNION WOLLONGONG
SPORTSGROUND TRUST (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4580 of 2004)

Before The Honourable Mr Deputy President Harrison

23 September 2004

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Australian Workers' Union Wollongong Sportsground Trust (State) Award published 23 August 2002 (335 I.G. 1093) as varied, be rescinded on and from 23 September 2004.

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(1015)

SERIAL C3210

**THE AUSTRAL BRICKS (MAINTENANCE EMPLOYEES PLANTS 1, 2
AND 3) ENTERPRISE AWARD 2002**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Clay Brick & Paver Association of New South Wales, industrial organisation of employees.

(No. IRC 5399 of 2004)

Before The Honourable Justice Kavanagh

20 September 2004

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Austral Bricks (Maintenance Employees Plants 1, 2 and 3) Enterprise Award 2002, published 28 March 2003 (338 I.G. 949) as varied, be rescinded on and from 20 September 2004.

T. M. KAVANAGH *J.*

Printed by the authority of the Industrial Registrar.

(1533)

SERIAL C3187

GOMAIL NSW ENTERPRISE AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1855 of 2004)

Before The Honourable Mr Deputy President Harrison

24 September 2004

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Gomail NSW Enterprise Award published 21 September 2001 (327 I.G. 1138) as varied, be rescinded on and from 24 September 2004.

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(787)

SERIAL C3241

**MINERALS DEPOSITS (OPERATIONS) PTY LTD ENTERPRISE
AWARD 2001**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4623 of 2004)

Before Mr Deputy President Sams

13 October 2004

ORDER OF RESCISSION

The Industrial Commission of New South Wales orders that the Minerals Deposits (Operations) Pty Ltd Enterprise Award 2001 published 28 June 2002 (334 I.G. 843) be rescinded on and from 13 October 2004.

P. J. SAMS *D.P.*

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SERIAL C3329

**ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL RELATIONS
COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act* 1996)**EA04/293 - State Transit Authority of New South Wales Newcastle Ferry Operations, General Purpose Hand Enterprise Partnership Agreement 2004****Made Between:** State Transit Authority of NSW -&- The Seamens' Union of Australia, New South Wales Branch.**New/Variation:** Replaces EA02/208**Approval and Commencement Date:** Approved 17 September 2004 and commenced 1 January 2004**Description of Employees:** The Agreement covers General Purpose Hand employees of Newcastle Ferries employed at that location and engaged under the Firemen, Deckhands and Urban Transit Authority of New South Wales Ferries (State) Award..**Nominal Term:** 12 months.**EA04/294 - Cleanaway (Northern NSW - Coffs Harbour Depot) Enterprise Agreement 2004****Made Between:** Cleanaway, a Division of Brambles Australia -&- the Transport Workers' Union of New South Wales.

New/Variation: Replaces EA01/295

Approval and Commencement Date: Approved 21 September 2004 and commenced 11 February 2004

Description of Employees: The agreement applies to all employees of Cleanaway, a division of Brambles Australia Limited, engaged at the company's depot at Lot 2 Englands Rd, Coffs Harbour, who fall within the coverage of the Transport Industry Waste Collection and Recycling (State) Award.

Nominal Term: 24 months.

EA04/295 - Blue Circle Southern Cement Bag Drivers Enterprise Agreement 2004

Made Between: Blue Circle Southern Cement -&- Raymond Bushby, Hoy David, Steven Halliday, Gerard Kovic, Gregory Langham, Mark McNamara, Simon Reid, Mark Shephard, Jason Smith, Lindsay Walls.

New/Variation: Replaces EA01/137

Approval and Commencement Date: Approved 16 September 2004 and commenced 1 January 2004

Description of Employees: The agreement applies to all bag drivers employed by Blue Circle Southern Cement Ltd at Maldon Bridge Road, Maldon NSW 2571, and Cormorant Road, Kooragang Island NSW 2034, who fall within the coverage of the Transport Industry - Mixed Enterprises Interim (State) Award.

Nominal Term: 12 months.

EA04/296 - Jurox Pty Ltd Factory and Warehouse Agreement 2004

Made Between: Jurox Pty Limited -&- The Australian Workers' Union, New South Wales.

New/Variation: Replaces EA01/214

Approval and Commencement Date: Approved 23 September 2004 and commenced 16 June 2004

Description of Employees: The agreement applies to all employees employed by Jurox Pty Ltd, located at 85, Gardiners Road, Rutherford NSW 2320, who fall within the coverage of the Drug Factories (State) Employees Award and the Drug Warehouse (State) Employees Award.

Nominal Term: 24 months.

EA04/297 - Newcastle Permanent Building Society Staff Agreement 2003

Made Between: Newcastle Permanent Building Society Ltd -&- Cheryl Anne Baldwin, Lee Brossman, James Dick, Paul Sansom, Jason Veltruski.

New/Variation: Replaces EA03/136.

Approval and Commencement Date: Approved 23 September 2004 and commenced 5 January 2004

Description of Employees: The agreement applies to all employees employed by Newcastle Permanent Building Society Limited, who fall within the coverage of the Clerical and Administrative Employees in Permanent Building Societies (State) Award.

Nominal Term: 19 months.

EA04/298 - Aristocrat Technologies Australia Pty Ltd Call Centre Enterprise Agreement 2004

Made Between: Aristocrat Technologies Australia Pty Limited -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: New.

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

Description of Employees: The agreement applies to all employees of Aristocrat Technologies Australia Pty Limited, located at 71, Longueville Road, Lane Cove, NSW 2066, who are engaged as call centre agents within the Customer Service Centre, who fall within the coverage of the Telecommunications Service Industry Award.

Nominal Term: 24 months.

EA04/299 - Brambles Industrial Services (Coil Handling and Packaging Operations and Maintenance) Port Kembla Agreement 2004

Made Between: Brambles Australia Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch, The Australian Workers' Union, New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 9 September 2004.

Description of Employees: The agreement applies to employees employed by Brambles Industrial Services, a division of Brambles Australia Limited, who fall within the coverage of the Electricians, &c. (State) Award.

Nominal Term: 36 months.

EA04/300 - Orica Australia Pty Ltd Kooragang Island Enterprise Agreement 2004

Made Between: Orica Australia Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch, The Australian Workers' Union, New South Wales, Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch.

New/Variation: Replaces EA02/290

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

Description of Employees: The agreement applies to all employees employed by Orica Australia Pty Ltd, Kooragang Island, located at Greenleaf Road, Kooragang Island, who fall within the coverage of the Incitec Ltd NSW Manufacturing Award 1994.

Nominal Term: 21 months.

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