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NEW SOUTH WALES

INDUSTRIAL GAZETTE

Printed by the authority of the Industrial Registrar

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[†]These Presidential members are also Judicial members of the Industrial Relations Commission of New South Wales in Court Session, established as a superior court of record pursuant to section 152 of the *Industrial Relations Act 1996*.

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DEPUTY INDUSTRIAL REGISTRAR

Mr A. G. MUSGRAVE

(1469)

SERIAL C3306

**CROWN EMPLOYEES DEPARTMENT OF JUVENILE JUSTICE -
DIRECT CARE STAFF (CENTRES) 2004 AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1835 of 2004)

Before The Honourable Mr Deputy President Harrison

28 July 2004

REVIEWED AWARD

PART A

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Clause No. Subject Matter

PART A

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PART B

MONETARY RATES

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2. Title

This Award shall be known as the Crown Employees Department of Juvenile Justice - Direct Care Staff (Centres) 2004 Award.

3. Definitions

"Act" means the *Public Sector Employment and Management Act 2002*, as amended.

"Ancillary Staff Residential Care, Category 1" means an employee engaged as such who is required to perform general cleaning duties and other work of a domestic nature associated with the Department's centre operations.

"Ancillary Staff Residential Care, Category II" means an employee engaged as such who is required to perform, in addition to the duties performed by an Ancillary Staff Residential Care, Category I employee, duties such as high cleaning, stripping and/or sealing of floors, loading and/or unloading of commercial type washing machines, farm duties and work of an outside nature.

"Ancillary Staff Residential Care, Category III" means an employee engaged as such who is required to undertake duties of a domestic nature in excess of those described in Categories I and II and shall also include duties normally undertaken by a stores assistant.

"Casual Employee" means and includes all persons employed who, on or after the operative date of this Award, are employed to work in an existing vacancy or in addition to normal staffing needs on a piecemeal basis, but shall not include a person employed in a temporary capacity for a set period.

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

"Centre" means a Juvenile Justice Centre and for the purposes of this Award includes the juvenile placements/transport unit.

"Day Worker" means an employee who works his/her ordinary hours from Monday to Friday and who commences work on such days at or after 6.00 am and before 10.00 am otherwise than as part of a shift system.

"Department" means the New South Wales Department of Juvenile Justice as listed in Schedule 1 of the Act.

"Director General" means the Chief Executive Officer of the Department.

"Escort" means a person who is engaged by the employer to accompany clients in care to and from the Courts, Centres or to any Institutions/ Establishments on an "as required" basis.

"Employee" means and includes all persons permanently, temporarily and casually employed under the provisions of the *Public Sector Employment and Management Act 2002* in the Department of Juvenile Justice.

"PEO" means the Public Employment Office.

"Personnel Handbook" means the Public Service Personnel Handbook.

"Regulation" means the Public Sector Management (General) Regulation 1996.

"Shift Worker" means an employee who is not a day worker as defined.

Notation: General Conditions of Employment

It is the intention of the parties to this Award that all other conditions not specified in this Award will be provided in accordance with the Crown Employees (Public Service Conditions of Employment) Award 2002 published 21 March 2003 (338 I.G. 837) and the Public Service of New South Wales Personnel Handbook, August 1999 and subsequent variations.

4. Hours

- (i)
- (a) The ordinary hours of work for day workers, exclusive of meal times, shall be 152 hours per 28 calendar days to be worked Monday to Friday inclusive and to commence on such days at or after 6.00 am and before 10.00 am.
 - (b) The ordinary hours of work for shift workers (other than Senior Youth Workers employed in Juvenile Justice Centres), exclusive of meal times, shall not exceed 152 hours per 28 calendar days or an average of 38 hours per week in each roster cycle.
 - (c) The ordinary hours of work for Senior Youth Workers employed in the capacity of shift workers in Juvenile Justice Centres shall not exceed 152 hours per 28 calendar days or an average of 38 hours per week in each roster cycle. Each employee shall be free from duty for not less than eight full days and an allocated rostered day off in each cycle. Provided that the nine days in total shall only be given and taken in lots of three consecutive days in accordance with the 6/3 roster arrangements operating in the Department's Juvenile Justice Centres.
- (ii) Each day worker shall be free from duty for not less than two full days in each week and each shift worker, other than employees specified in paragraph (c) of subclause (i) of this clause, shall be free from duty for not less than two full days in each week or four full days in each fortnight. Where practicable, such rostered days off duty shall be consecutive.
- (iii) The hours of work prescribed in subclauses (i) and (ii) of this clause shall be arranged to allow variable working hours in each roster cycle of 28 days to ensure that each employee shall work his/her other ordinary hours of work on not more than 19 days in the cycle.
- The hours worked on each of those days shall be arranged to include a proportion of one hour (such proportion shall be on the basis of 0.4 of one hour for each eight-hour shift worked) which shall accumulate towards the employee's allocated day off duty on pay.
- (iv) An employee who has not worked or is not regarded by reason of subclause (iii) of this clause as having worked a complete four-week cycle shall receive pro rata accrued entitlements for each day or shift worked (or each fraction of a day or shift worked) or regarded as having been worked in such cycle, payable for the rostered day off, or, in the case of termination of employment, on termination.
- (v) The employee's allocated day off duty prescribed in subclause (iii) of this clause shall be determined by having regard to the operational needs of the centre. Where practicable, such allocated day off duty shall be consecutive with the days off duty prescribed by subclause (ii) of this clause.
- (vi) Once set, the allocated day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist and the allocated day off is changed, another day shall be substituted in the current cycle. Should this not be practicable, the day must be given and taken in the next cycle immediately following.
- (a) There shall be no accrual of credit towards an allocated day off for each day of ordinary annual leave taken. However, where an employee has accumulated sufficient time to take his/her allocated day off duty prior to entering on annual leave, it shall be allowed to the employee on the first working day immediately following the period of leave.
 - (b) Where an employee has not accumulated sufficient time for an allocated time for an day off duty prior to entering on annual leave, time in credit shall count towards taking the next allocated day off duty falling in sequence after the employee's return to duty.
- (vii) An employee entitled to allocated days off duty in accordance with subclause (iii) of this clause shall continue to accumulate credit towards his/her allocated day off duty whilst on family and community

service, military, study, special and sick leave. Where an employee's allocated day off duty falls during a period of sick leave, the employee's available sick leave shall not be debited for that day.

- (viii) Where an employee's allocated day off duty falls due during a period of worker's compensation, the employee, on returning to duty, shall be given the next allocated day off in sequence.
- (ix) Permanent part-time employees, due to the terms of engagement, are paid for all time worked, as there is no accrual of time for rostered days off.
- (x) All time between the rostered starting and ceasing time each day shall be paid for as working time other than for one rostered meal break of no less than 30 minutes and no more than one hour. Provided that, in any cases where it is determined that, due to the direct care nature of the work, meals are to be taken with and at the allocated meal times for clients in care, any time allowed for the partaking of a meal in such circumstances should be regarded as working time.

The Department may require a staff member to perform duties beyond the hours determined under this clause but only if it is reasonable for the staff member to do so. A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:

- (i) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements;
- (ii) any risk to staff member health and safety;
- (iii) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services;
- (iv) the notice (if any) given by the Authority regarding the working of the additional hours and by the staff member of their intention to refuse the working of additional hours; or any other relevant matter.

5. Roster of Hours

- (i) The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees. Such roster shall be displayed at least 14 days prior to the commencing date of the first working period in any roster. Provided that this provision shall not make it obligatory for the employer to display any roster of ordinary hours of work of employees who may be called upon to relieve absent employees.
- (ii) A roster may be altered at any time to enable the service of a centre to be carried on where another employee is absent from duty on account of illness or in an emergency or due to unforeseen circumstances, but, where any such alteration involves an employee working on a day which would have been his/her day off, such time worked shall be paid for at overtime rates.
- (iii) Where practicable, a shift worker who is required to change from one shift to another shift will be given 24 hours' notice of the proposed change. Where a change occurs with less than 24 hours' notice, all time worked outside that shown on the employee's roster (prior to alteration) shall be paid for at overtime rates.
- (iv) Rostered days off duty in accordance with subclause (iii) of clause 4, Hours, are to be shown on the roster of hours for each employee.
- (v) There shall be a minimum break of eight hours between ordinary rostered shifts.

6. Casual Employees

- (i) A casual employee is one engaged on an hourly basis otherwise than as a full-time or part-time employee.
- (ii) A casual employee may only be engaged in the following circumstances: for short-term periods where there is a need to supplement the workforce arising from fluctuations in the needs of the centre; on escort duties or in place of another employee who is absent; or in an emergency.
- (iii) A casual employee shall be paid on an hourly basis of 1/38th of the appropriate rate prescribed plus 15% thereof with a minimum payment of four hours for each engagement.
- (iv) A casual employee shall be entitled to the shift allowances prescribed in clause 8, Shift Work, where a shift commences prior to 6.00 am or finishes subsequent to 6.00 pm.
- (v) For weekend and public holiday work, casual employees shall, in lieu of all other penalty rates and the 15% casual loading, receive the following rates:
 - (a) time and one half for work between midnight Friday and midnight Saturday;
 - (b) time and three quarters for work between midnight Saturday and midnight Sunday; and
 - (c) double time and one half for work on a public holiday.
 - (d) For the purpose of this clause, any shift the major portion of which is worked on a Saturday, Sunday or public holiday shall be deemed to have been worked on a Saturday, Sunday or public holiday and shall be paid as such.
- (vi) On termination a casual employee shall be paid 1/12th of ordinary earnings in lieu of recreation leave.
- (vii) A casual employee's employment may be terminated for any reason by the giving of one hour's notice by either party.

7. Part-time Employment

- (i) The Department is committed to providing part-time work opportunities where practicable. Such arrangements should provide flexibility for effective use of resources for the Department's operation and be of benefit to employees.
- (ii) Part-time arrangements must be acceptable to both the Department and the employee and shall be in accordance with Flexible Work Practices Policy and Guidelines issued by the PEO.
- (iii) For the purposes of this Award, a part-time employee is one who is permanently appointed to work a specified number of hours up to 32 hours in any full week of seven days.
- (iv) Employees engaged pursuant to subclause (iii) of this clause shall be paid an hourly rate calculated on the basis of 1/38th of the appropriate rate prescribed in this Award with a minimum payment of four hours for each start. In an emergency part-time employees may work more than 32 hours in one week and in such case will be paid for the hours actually worked at a rate calculated in accordance with this subclause. Provided that, where a part-time employee works more hours than the rostered ordinary hours of work for full-time employees engaged on a shift, overtime in accordance with clause 12, Overtime, will apply.
- (v) Part-time employees shall be entitled to all other benefits of this Award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.

8. Shift Work

(i) Shift Loadings

A shift worker employed on a shift shall be paid, for work performed during the ordinary hours of any such shift, ordinary rates plus the following additional shift loadings depending on the commencing times of such shifts:

Day	at or after 6.00 am and before 10.00 am	Nil
Afternoon	at or after 10.00 am and before 1.00 pm	10%
Afternoon	at or after 1.00 pm and before 4.00 pm	12.5%
Night	at or after 4.00 pm and before 4.00 am	15%
Night	at or after 4.00 am and before 6.00 am	10%

(ii) The loadings specified in subclause (i) of this clause shall only apply to shifts worked from Monday to Friday.

(iii) Weekends and Public Holidays

For the purpose of this clause, any shift the major portion of which is worked on a Saturday, Sunday or public holiday shall be deemed to have been worked on a Saturday, Sunday or public holiday and shall be paid as such.

(iv) Saturday Shifts

Shift workers working on an ordinary rostered shift between midnight on Friday and midnight on Saturday which is not a public holiday shall be paid for such shifts at ordinary time and one half.

(v) Sunday Shifts

Shift workers working on an ordinary rostered shift between midnight on Saturday and midnight on Sunday which is not a public holiday shall be paid for such shifts at ordinary time and three quarters.

(vi) Public Holidays

With the exception of employees who are required to work on a seven-day roster basis, the following shall apply:

- (a) where a shift worker is required to and does work on a public holiday, the shift worker shall be paid at two and a half times the rate for time worked. Such payment shall be in lieu of weekend or shift allowances which would have been payable if the day had not been a public holiday;
- (b) a shift worker rostered off duty on a public holiday shall be paid one day's pay for that public holiday or have one day added to his/her annual holidays for each such day.

(vii) A seven-day shift worker is entitled to receive the compensation provisions for regularly working Sundays and public holidays as specified in subclause (ii) of clause 9, Annual Leave and Certain Penalty Payments for Seven-day Shift Workers.

9. Annual Leave and Certain Penalty Payments for Seven-Day Shift Workers

Employees are entitled to annual leave as follows:

(i) Employees engaged as day workers, Monday to Friday, shall be entitled to annual leave in accordance with the provisions of the Regulation, that is, four weeks of paid leave for each completed year of service for full-time employees.

- (ii) Employees engaged as seven-day shift workers under this Award and who are regularly required to perform rostered duty on Sundays and public holidays shall receive the following compensation and be subject to the following conditions:
- (a) For ordinary rostered time worked on a Saturday - additional payment at the rate of half time.
 - (b) For ordinary rostered time worked on a Sunday - additional payment at the rate of three quarter time.
 - (c) When rostered off on a public holiday - no additional compensation or payment.
 - (d) When rostered on a public holiday and work performed - additional payment at the rate of half time.
 - (e) Annual leave at the rate of six weeks per year inclusive of any public holiday/s.
 - (f) Additional payment on the following basis:

Number of ordinary shifts worked on Sundays and/or public holidays during a qualifying period of 12 months from 1 December one year to 30 November the next year	Additional Payment
4 to 10	1/5th of one week's ordinary salary
11 to 17	2/5ths of one week's ordinary salary
18 to 24	3/5ths of one week's ordinary salary
25 to 31	4/5ths of one week's ordinary salary
32 or more	One week's ordinary salary

- (iii) The additional payment shall be made after 1 December in each year for the preceding 12 months, provided that:
- (a) Where the employment of an employee is terminated or the employee retires, the employee shall be entitled to be paid the additional payment that may have accrued under this paragraph from the preceding 1 December until date of termination or retirement.
 - (b) Payment shall made at the rate applying as at 1 December each year or at date of termination or retirement.

10. Annual Leave Loading

- (a) Employees under the terms of this Award (other than seven-day shift workers) are entitled to the payment of an annual leave loading of 17.5% on the monetary value of four weeks' annual (recreation) leave.
- (b) Employees who are engaged as seven-day shift workers, and accrue additional leave as compensation for work performed regularly on Sundays and public holidays, are entitled to annual leave loading calculated on the actual leave accrued or on the monetary value of five weeks' ordinary pay, whichever is the higher.

11. Meals and Breaks

- (a) Meal breaks must be given to and taken by employees. No employees shall be required to work continuously for more than five hours without a meal break, provided that:
 - (i) where the prescribed break is more than 30 minutes, the break may be reduced to not less than 30 minutes if the staff member agrees. If the employee requests to reduce the break to not less than 30 minutes, the reduction must be operationally convenient; and

- (ii) where an employee is called upon to work for any portion of a rostered unpaid meal break, such time shall be paid for at the overtime rate.
- (b) Where the nature of the work of an employee or a group of employees is such that meals are to be taken at the allocated meal time for clients in care, in these circumstances the provisions of paragraphs (i) and (ii) of subclause (a) of this clause shall not apply. However, all time in such circumstances shall be paid at the appropriate rate for the shift and the employer will provide a meal to each employee free of charge. The meal to be of the same or no less than the quality of that provided to the clients under supervision.

12. Overtime

Overtime shall be paid at the following rates:

- (i) The rates specified are in substitution for and not cumulative upon the rates payable for work performed on Monday to Friday, Saturday, Sunday or public holidays.
- (ii) Weekdays (Monday to Friday inclusive) - at the rate of time and one half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the employee's ordinary hours of duty.
- (iii) Saturday - all overtime worked on a Saturday at the rate of time and one half for the first two hours and at the rate of double time thereafter;
- (iv) Sundays - all overtime worked on a Sunday at the rate of double time;
- (v) Public holidays - all overtime worked on a public holiday at the rate of double time and one half.
- (vi) An employee who works overtime shall be entitled to be absent until eight consecutive hours have elapsed.
- (vii) Where an employee, at the direction of the employer, resumes or continues work without having had eight consecutive hours off duty, then such employee shall be paid at the appropriate overtime rate until released from duty. The employee shall then be entitled to eight consecutive hours off duty.
- (viii) For the purposes of assessing overtime, each day shall stand alone, provided however that, where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if it had occurred within the one day.
- (ix) Employees recalled to work overtime after leaving the employer's premises, whether notified before or after leaving the premises, shall be paid for a minimum of four hours' work at the appropriate rate for each time so recalled; provided that, except in unforeseen circumstances arising, an employee shall not be required to work the full minimum number of hours prescribed above if the job the employee was recalled to perform is completed within a shorter period.
- (x) Where a change in an employee's roster occurs with less than 24 hours' notice to the employee affected, all time worked outside that shown on the employee's roster (prior to alteration) shall be paid for at overtime rates.
- (xi) All time worked by part-time employees in excess of the rostered daily ordinary hours of work prescribed for the full-time employees employed on that shift in the centre concerned, or, where there are no such full-time employees employed on that shift in the centre concerned, all time in excess of eight hours per day, shall be paid for at the applicable overtime rates.

On Call - When an employee is directed to be on call for a possible recall to duty, payment of an on call allowance shall be made. The allowance to be paid is that specified by the Crown Employees (Public Service Conditions of Employment) Award 2002, as varied.

- (xii) A staff member may be directed by the Department to work overtime, provided it is reasonable for the staff member to be required to do so. A staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- (a) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements;
 - (b) any risk to staff members' health and safety;
 - (c) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services;
 - (d) the notice (if any) given by the Authority regarding the working of the overtime and by the staff member of their intention to refuse overtime; or
 - (e) any other relevant matter.

13. Leave in Lieu of Payment of Overtime

An employee who at the direction of the employer works overtime may elect to take leave in lieu of payment for all or part of the entitlement in respect of time worked.

The following provisions shall apply to taking the leave in lieu:

- (i) the employee shall advise the supervisor, before the overtime is worked or as soon as practicable on completion of overtime, that the employee intends to take leave in lieu of payment;
- (ii) the leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause;
- (iii) the leave must be taken at the convenience of the Department, except when leave in lieu is being taken to look after a sick family member in terms of clause 85, Sick Leave to Care for a Family Member, of the Crown Employees (Public Service Conditions of Employment) Award 2002;
- (iv) the leave shall be taken in multiples of no less than a quarter day;
- (v) leave in lieu accrued in respect of overtime worked on days other than public holidays shall be given by the employer and taken by the employee within three months of accrual;
- (vi) at the employee's election, leave in lieu accrued in respect of overtime worked on a public holiday may be added to the employee's annual leave credits and may be taken in conjunction with annual leave; and
- (vii) an employee shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

14. Sick Leave

Sick leave shall be granted and administered in accordance with the provisions contained in Part 6 of the Regulation and clause 83, Sick Leave, of the Crown Employees (Public Service Conditions of Employment) Award 2002.

15. Other Leave Entitlements

- (i) Maternity leave, parental leave, adoption leave, family and community services leave and all other leave (except for extended leave) shall be granted and administered in accordance with Part 6 of the Regulation and the leave provisions of the Crown Employees (Public Service Conditions of Employment) Award 2002.

- (ii) Extended leave shall accrue and shall be granted to employees in accordance with the provisions of Schedule 5 to the *Public Sector Management Act 1988*, as amended from time to time.

16. Rates of Pay and Allowances

The minimum rates of pay and allowances to be paid to employees are set out in Table 1 - Rates of Pay and Allowances, of Part B, Monetary Rates.

17. Higher Duties

Employees covered by this Award, when called upon by the employer to perform work of a classification or position paid on a higher scale, will be paid the higher rate on the completion of a minimum of one eight-hour shift.

Relieving for part of a shift in a higher position will not attract monetary payment but will be compensated through the acquisition of skills and experience gained by this opportunity. Provided that no employee covered by this Award shall be disadvantaged by the provision.

The provisions of this clause apply only to where an employee is called upon to relieve in another position covered by this Award.

18. Escort Duty

- (i) A casual employee engaged on escort duty shall receive the following entitlements based on rates of pay for escorts provided in Table 2 - Casual Escorts, of Part B, Monetary Rates.
- (ii) Where an engagement is four hours or less, a minimum payment of four hours shall be paid at the applicable rate of pay for the day.
- (iii) Where an engagement is in excess of four and up to eight hours, all such time shall be paid at the employee's applicable rate of pay for the day.
- (iv) Any time worked in excess of eight hours with a child in care on any day shall be overtime and paid as follows:
 - (a) All overtime worked on Monday to Saturday, inclusive, shall be paid for at the rate of time and one half for the first two hours and double time thereafter, such overtime to be calculated with reference to Rate A of Table 2.
 - (b) All overtime worked on Sunday shall be paid for at the rate of double time, such overtime to be calculated with reference to Rate A of Table 2.
 - (c) All overtime worked on a public holiday shall be paid for at the rate of double time and one half, such overtime to be calculated with reference to Rate A of Table 2.
- (v) Excess Travelling Time

Any time spent away from home in excess of eight hours without a child in care on any day shall, except where an overnight stay is involved, be travelling time and be compensated for at the ordinary rate applicable for that day.

- (vi) Overnight Stays
 - (a) Where an engagement involves an overnight stay, the provisions of the Public Sector Management General Regulation shall be applied.
 - (b) "Overnight stay" has the meaning that an employee is away from his/her home at or after midnight as a result of escorting a client.

- (c) Payment of working time shall cease for overnight stays when the child ceases to be in the care of the employee.

(vii) Escort Duty (Other than Casual Employees)

An employee undertaking escort duties will be paid at the employee's ordinary rate of pay for the employee's classification or position and, where applicable for the work performed, will be paid appropriate entitlements, including overtime, prescribed by this Award.

19. Uniforms and Protective Clothing

- (i) Sufficient and serviceable uniforms or overalls shall be supplied, free of cost, to each employee or casual employee required to wear them; provided that any employee or casual employee to whom a new uniform or part of a uniform has been supplied by the Department who, without good reason, fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment therefore at a reasonable price.
- (ii) An employee or casual employee on leaving the service of the Department shall return any uniform or part thereof supplied by the Department which is still in use by that employee immediately or prior to leaving.
- (iii) If the uniform of an employee is not laundered at the expense of the Department, an allowance prescribed in Table 3 - Allowances, of Part B, Monetary Rates, shall be paid to such employees.
- (iv) The allowance referred to in subclause (iii) of this clause is payable to full-time and part-time employees but shall not be payable to casual employees.
- (v) Each employee or casual employee whose duties require him/her to work in the rain will be supplied with suitable protective clothing upon request.
- (vi) Each employee or casual employee whose duties require him/her to work in a hazardous situation with or near machinery shall be supplied with appropriate protective clothing and equipment.

20. Settlement of Disputes

- (i) All industrial grievances or disputes shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Department, if required.
- (ii) An employee is required to notify in writing their immediate supervisor as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter and, if possible, state the remedy sought.
- (iii) The immediate supervisor shall convene a meeting in order to resolve the grievance, dispute or difficulty within two working days, or as soon as practicable, of the matter being brought to attention.
- (iv) If the matter remains unresolved with the immediate supervisor, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Centre Manager and subsequently to the Cluster Director.
- (v) The Centre Manager or Cluster Director may refer the matter to the Department's Human Resources or Industrial Relations Unit or any senior employee delegated by the Director General of the Department.
- (vi) If the matter remains unresolved, the Department shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty concerning action to be taken, or the reason for not taking action, in relation to the matter.

- (vii) An employee, at any stage, may request to be represented by their union.
- (viii) If the matter remains unresolved, either of the parties may refer the matter to the New South Wales Industrial Relations Commission. The parties shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (ix) Whilst the procedures outlined in this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.
- (x) 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.

21. 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, age and responsibilities of a carer.
- (b) It follows that, in fulfilling their obligations under clause 20, Settlement of Disputes, of 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 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."

22. Savings Clause

No employee or casual employee is to suffer a loss in salary or conditions as a result of the implementation of this Award.

23. No Extra Claims

During the term of this Award, no wages or other claims may be made, except if agreed by the parties.

24. Notation

It is the intention of the parties that this Award shall apply in place of the following industrial instruments with respect to the classifications in this Award and the parties shall take all steps necessary to rescind these instruments:

The Juvenile Justice (NSW) Enterprise Agreement, 1994 - Health & Research Employees Association (NSW)

General Division Instructional Staff, etc., Institutions, Department of Youth and Community Services Agreement (2276 of 1980, with respect to employees of the Department of Juvenile Justice)

Consolidated General Staff Institutions, Department of Youth and Community Services Agreement (2385 of 1982)

Escorts, Department of Youth and Community Services Agreement (2270 of 1980)

Maintenance Officers Determination (764 of 1982)

25. Area, Incidence and Duration

- (i) This Award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees Department of Juvenile Justice Direct Care Staff (Centres) 2001 Award published 28 September 2001 (328 I.G. 114) and all variations thereof.
- (ii) 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 I.G. 359) take effect on and from 28 July 2004.
- (iii) 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 - Rates of Pay And Allowances

Senior Youth Worker	In November 2002 a new classification in the Crown Employees (Department of Juvenile Justice - Detention Centres 2002) Award replaced the classification.
Vocational Instructor	In November 2002 a new classification in the Crown Employees (Department of Juvenile Justice - Detention Centres 2002) Award replaced the award classification and relevant conditions of employment.
Maintenance Officer	In November 2002 a new classification in the Crown Employees (Department of Juvenile Justice - Detention Centres 2002) Award replaced the award classification and relevant conditions of employment.

Outdoor Attendant	In November 2002 a new classification in the Crown Employees (Department of Juvenile Justice - Detention Centres 2002) Award replaced the award classification and relevant conditions of employment.
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Table 2 - Casual Escorts

Casual Escorts	In November 2002 a new classification in the Crown Employees (Department of Juvenile Justice - Detention Centres 2002) Award replaced the award classification and relevant conditions of employment.
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Table 3 - Allowances

Broken Shift Allowance	In November 2002 a new classification in the Crown Employees (Department of Juvenile Justice - Detention Centres 2002) Award replaced the award classification and relevant conditions of employment.
Additional Duties Allowance	In November 2002 a new classification in the Crown Employees (Department of Juvenile Justice - Detention Centres 2002) Award replaced the award classification and relevant conditions of employment.
Uniform Allowance	In November 2002 a new classification in the Crown Employees (Department of Juvenile Justice - Detention Centres 2002) Award replaced the award classification and relevant conditions of employment.
Sewerage and Grease Traps	In November 2002 a new classification in the Crown Employees (Department of Juvenile Justice - Detention Centres 2002) Award replaced the award classification and relevant conditions of employment.
Chokages	In November 2002 a new classification in the Crown Employees (Department of Juvenile Justice - Detention Centres 2002) Award replaced the award classification and relevant conditions of employment.
Supervision of Residents	In November 2002 a new classification in the Crown Employees (Department of Juvenile Justice - Detention Centres 2002) Award replaced the award classification and relevant conditions of employment.

R. W. HARRISON *D.P.*

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SERIAL C3080

CROWN EMPLOYEES (GEOSCIENTISTS - DEPARTMENT OF MINERAL RESOURCES) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1827 of 2004)

Before The Honourable Mr Deputy President Harrison

22 June 2004

REVIEWED AWARD

Clause No.	Subject Matter
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PART A

- | | |
|----|---|
| 1. | Title |
| 2. | Definitions |
| 3. | Parties to the Award |
| 4. | Salaries |
| 5. | Progression of Officers |
| 6. | Grievance and Dispute Handling Procedures |
| 7. | Anti-Discrimination |
| 8. | Area, Incidence and Duration |

PART B

MONETARY RATES

Table 1 - Salaries

PART A

1. Title

This award shall be known as the Crown Employees (Geoscientists - Department of Mineral Resources) Award.

2. Definitions

- (i) "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (ii) "Geoscientist" means an officer who has obtained an Earth Science degree or equivalent requiring a minimum of three years full-time study at a recognised university or tertiary institution, with a major in a Geoscience discipline.
- (iii) "Officer" means and includes all persons permanently or temporarily employed under the provisions of the *Public Sector Employment and Management Act 2002* who are appointed to positions classified under this award in the Department of Mineral Resources.
- (iv) "PEO" means the Public Employment Office, NSW Premier's Department; the employer for industrial purposes under the *Public Sector Employment and Management Act 2002*

- (v) "Service" means continuous service.

3. Parties to the Award

The parties to this award are the PEO and the Association.

4. Salaries

The rates of salary shall be paid to officers appointed to the positions specified as set out in Table 1 - Salaries, of Part B, Monetary Rates.

5. Progression of Officers

Progression of officers from Grade I to Grade II in this award will be subject to:

- (a) completion of 12 months satisfactory service on the maximum salary for Grade I; and
- (b) the officer having demonstrated a capacity to undertake geo-scientific investigations involving a degree of originality and independence or to perform work of an equivalent importance or value.

The promotion of officers beyond Geoscientist Grade II will be subject to the occurrence of a vacancy and merit selection.

6. Grievance and Dispute Handling Procedures

All grievances, disputes or difficulties relating to the provisions of the award will initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Department, if required.

- (a) Officers are required to notify (in writing or otherwise) their immediate supervisor or manager as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter and, if possible, state the remedy sought.
- (b) 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.
- (c) The immediate supervisor or manager will convene a meeting in order to resolve the grievance, dispute or difficulty within two working days of the matter being brought to their attention.
- (d) If the matter remains unresolved with the immediate supervisor or manager, the officer may request to meet with the appropriate person at the next level of management in order to resolve the matter. The manager will respond within two working days. The officer may pursue this sequence of reference to successive levels of management until the matter is referred to the Department Head.
- (e) In the event that the matter remains unresolved, the Department Head will provide a written response to the officer and any other party involved in the grievance, dispute or difficulty, concerning action to be taken or the reasons for not taking action in relation to the matter.
- (f) An officer may request to be represented by an Association representative.
- (g) The officer or Association on his/her behalf, or the Department Head, may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- (h) The officer, Association, Department and PEO will agree to be bound by any lawful order or determination by the Industrial Relations Commission in relation to the grievance, dispute or difficulty.

- (i) Whilst the procedures are being followed normal work undertaken prior to notification of the grievance or dispute will continue, unless otherwise agreed between the parties or in the case of a dispute involving occupational health and safety. If practicable, normal work will proceed in such a manner as to avoid any risk to the health and safety of any officer or member of the public.

7. Anti-Discrimination

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

8. Area, Incidence and Duration

- (a) This award shall apply to all the officers employed by the Department of Mineral Resources as defined in Clause 2 - Definitions of Part A of this Award.
- (b) Officers are entitled to the conditions of employment provided by this Award and by the provisions in the following:

Public Sector Employment and Management Act 2002;

Public Sector Employment and Management Regulation 1996;

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

Crown Employees (Public Sector - Salaries January, 2002) Award; or

any replacement award, except where specifically varied by this award.

- (c) This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and replaces the Crown Employees (Geoscientists - Department of Mineral Resources and Development) Award published 28 March 2002 (332 I.G.270) and all variations thereof.
- (d) 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 the New South Wales on 28 April 1999 (310 IG 359) take effect on and from 22 June 2004.
- (e) This 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

The salaries set out below, shall apply on the first pay period on or after 1 July 2003, in accordance with the provisions of the Crown Employees (Public Sector Salaries January, 2002) Award be paid to officers appointed to the positions specified.

Classification	Column A Per year \$
Geoscientists Grade I	
1st year of service	40,012
2nd year of service	41,474
3rd year of service	43,833
4th year of service	47,023
5th year of service	50,370
6th year of service and thereafter	53,281
Grade II	
1st year of service	56,013
2nd year of service	57,656
3rd year of service	59,979
4th year of service and thereafter	63,041
Senior	
1st year of service	65,019
2nd year of service	66,362
3rd year of service	68,338
4th year of service and thereafter	70,302
Principal	
1st year of service	74,593
2nd year of service	76,770
Assistant Director, Geological Survey	
1st year of service	80,731
2nd year of service	84,856
3rd year of service and thereafter	88,550

R. W. HARRISON *D.P.*

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(1762)

SERIAL C3231

EASTERN DISTRIBUTOR ETU CONSENT AWARD 2002

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Employers First, industrial organisation of employers and a State peak council for employers.

(No. IRC 2323 of 2003)

Before The Honourable Justice Kavanagh

23 July 2003

AWARD

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Clause No.	Subject Matter
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1. Title
2. Commencement
3. Introduction
4. Commitment
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9. Rest Pauses
10. Paid Meal Break
11. Wage Increases
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14. Technological Change
15. Superannuation
16. Annual Leave
17. Sick Leave
18. Long Service Leave
19. Jury Service
20. Personal/Carer's Leave
21. Parental Leave
22. Bereavement Leave
23. Occupational Health and Safety
24. Clothing
25. Medical Examinations
26. Training
27. Alcohol and other Drugs
28. Probationary Period
29. Unions Procedure
30. Dispute Settlement Procedures
31. Anti-Discrimination

APPENDIX A - Ordinary Rates of Pay

1. Title

The short title of this Consent Award shall be the 'Eastern Distributor ETU Consent Award 2002' ('Award').

2. Date of Operation

- 2.1 This Award shall commence on 1 October 2002. Its nominal term will be three years.
- 2.2 This Award rescinds and replaces the former Eastern Distributor Consent (State) Award published 18 January 2002 (330 I.G. 953). Part A of this Award applies to Electronics Technicians whose employment was formerly regulated by the former Eastern Distributor Consent (State) Award. Part B of this Award applies to Electronics Technicians whose employment was formerly regulated by the Eastern Distributor Flexible Shift Agreement.

- 2.3 The predecessor to this Award was reviewed pursuant to Section 19 (6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 18 December, 1998 (308 IG. 307). The changes made arising from the Review took effect on 1 May 2001.

3. Joint Statement

- 3.1 This Award is between Leighton Contractors Pty Limited ('Employer'), and the Electrical Trades Union of Australia New South Wales Branch, (the 'Union'), acting on behalf of the employees employed under this Award, who are eligible to be members of the Union and who are engaged to work on the Eastern Distributor.
- 3.2 This Award shall apply to the employment by the Employer of employees classified as Electronics Technician required for the operations and maintenance work associated with the Eastern Distributor.

4. Interaction Between Part A of this Award and Part B of this Award

- 4.1 Part A and Part B of this Award are independent of each other. Each Part, when read together with this Introduction and Appendix A, sets out exclusively the terms and conditions of employees to whom that Part applies. Only one of either Part A or Part B of this Award will apply, at any particular time, to an employee employed under this Award.

Despite this, certain clauses of Part A of this Award are incorporated by reference, with some modifications, into Part B. However, unless expressly incorporated by reference, no clause of Part A will apply to an employee to whom Part B applies, and vice versa.

- 4.2 Part A of this Award applies to:

those employees engaged to work as Electronics Technicians as Day Work Employees (as defined in Part A);

and those employees engaged to work as Electronics Technicians as Casual Employees (as defined in Part A).

Part B of this Award applies to full-time and part-time employees engaged to work as Electronics Technicians on shift work. The Employer reserves the right to engage permanent employees of these classifications to work Day Work (as that term is defined by Part A) under the terms of Part A.

- 4.3 If the Employer no longer requires an employee of one of these classifications to work Day Work (as that term is defined by Part A of this Award) under Part A, the employee may be directed by the Employer to commence Shift Work (as that term is defined by Part B), and therefore, from the date that the employee commences Shift Work, Part B will apply to the employee.

Further, if the Employer and an employee to whom Part B of this Award applies agree, the employee may cease Shift Work (as that term is defined by Part B) and work Day Work (as defined by Part A), in which case Part A shall apply to the employee. If there is no agreement, the Employee shall continue to be engaged according to the terms of Part B.

5. No Duress

The parties declare that this Award was not entered into under any duress.

6. No Extra Claims

Neither the Union, nor any employee employed under this Award, shall make any claim against the Employer for any increase in rates of pay or allowances or make any other claim during the life of the Award.

PART A - ORDINARY WORKING ARRANGEMENTS

1. Title

The short title of this part of the Award shall be Part A.

2. Commencement

Part A shall apply to employees engaged under its terms from the date that the Award commences.

3. Introduction

3.1 Definitions

'Afternoon Shift' means a Shift which starts between 1.00pm and 9.00pm.

'Award' means the Eastern Distributor ETU Consent Award 2002.

'Casual Employee' means an Employee who is employed and paid by the hour with a minimum guarantee of 3 hours work each Shift and whose employment terminates at the end of each Shift.

'Client' means the company to which the Employer contracts to operate and maintain the Eastern Distributor.

'Continuous Shift Work' means work undertaken on the basis of a continuous rotating Shift Roster.

'Continuous Shift Work Employee' means a Full Time or Part Time Employee engaged to work or working Continuous Shift Work.

'Control Centre' means the Eastern Distributor operation, maintenance and administration building located at 43 Bourke Street, Woolloomooloo.

'Day Shift' means a Shift that starts between 5.00am and 1.00pm.

'Day Work' means work undertaken between the hours of 6.00am and 6.00pm Monday to Friday that is not part of a Shift Roster.

'Day Work Employee' means an Employee who works Day Work.

'Eastern Distributor' means the motorway from the Cahill Expressway near the Domain Tunnel, to Southern Cross Drive near Link Road, Rosebery and the areas adjacent nominated as 'Maintenance Areas' in the contract between the Client and the Employer.

'Electronics Technician' means an Employee whose duties are defined in Clause 6.1

'Employee' means a person engaged by the Employer under the terms of this Part A for the job classifications covered by this Part A and includes Full Time, Part Time and Casual Employees.

'Employer' means Leighton Contractors Pty Limited.

'Full Time Employee' means an Employee employed to work an average of thirty eight hours per week.

'Holiday' means the Union's Picnic Day, being the first Monday in December of each year or any other date agreed between the Union and the Employer (provided that a picnic is held) and the following Public Holidays and any other Public Holiday proclaimed under the relevant legislation from time to time.

New Year's Day

Anzac Day

Australia Day	Queen's Birthday
Good Friday	Labour Day
Easter Saturday	Christmas Day
Easter Monday	Boxing Day

'Motorway Manager' means the person appointed by the Employer to manage the operation and maintenance of the Eastern Distributor.

'Night Shift' means a Shift which starts between 9.00pm and 5.00am.

'Ordinary Hours' means hours which form part of the Ordinary Weekly Hours and which are paid at the Ordinary Time Rate of Pay.

'Ordinary Weekly Hours' means for:

(a) Day Work Employees who are:

- (i) Full Time - 38 hours per week to be worked 7.6 hours per day (not including any Paid Meal Break) Monday to Friday inclusive between 6.00am and 6.00pm; or
- (ii) Part Time - An amount of regular hours between 15 and 37 hours per week to be worked between 3 and 7.6 hours per day (not including any Paid Meal Break) Monday to Friday inclusive between 6.00am and 6.00pm; and

(b) Shift Work or Continuous Shift Work Employees who are:

- (i) Full Time - 38 hours per week when averaged over the Shift Roster Cycle to be worked 7.6 hours per Shift (not including any Paid Meal Break); or
- (ii) Part Time - An amount of regular hours between 15 and 37 hours per week to be worked between 3 and 7.6 hours per Shift (not including any Paid Meal Break).

'Ordinary Time Rate of Pay' means the hourly rate of pay for each classification as set out in 'Appendix A'.

'Overtime' means hours worked by an Employee in excess of 7.6 Ordinary Hours per day (for Day Work), or 7.6 Ordinary Hours per Shift (for Shift Work and Continuous Shift Work), as the case may be.

'Paid Meal Break' means a break taken in accordance with clauses 10.1 and 10.2 of this Part A that does not form part of an Employee's Ordinary Hours or Ordinary Weekly Hours and is paid in accordance with clauses 10.3 and 10.4.

'Parties' means the Employer, the Union and the Employees.

'Part Time Employee' means an Employee employed on a part-time basis as defined in Clause 7 of this Part A.

'Premises' means all the land on which the Eastern Distributor is located.

'Redundancy' occurs when an Employee's position ceases to exist and may be caused by a variety of reasons, including, among others, technological change, loss of business or economic downturn.

'Roster' means a schedule determining the hours of work of Full Time, Part Time or Casual Employees whether Day Work Employees, Shift Work Employees or Continuous Shift Work Employees.

'Shift' means the work hours of a Full Time, Part Time or Casual Employee in any one day.

'Shift Roster' means a schedule determining the hours of work of Shift Work Employees or a schedule determining the hours of work of Continuous Shift Work Employees, as the case requires.

'Shift Roster Cycle' means the period over which a Shift Work Employee or a Continuous Shift Work Employee completes one full cycle of Shift Work or Continuous Shift Work, respectively.

'Shift Work' means work regulated by a Shift Roster that is not Continuous Shift Work.

'Shift Work Employee' means a Full Time, Part Time or Casual Employee engaged to work or working Shift Work.

'Supervisor' means a person engaged by the Employer on a salary basis to supervise the work of Employees.

'Union' means the Electrical Trades Union of Australia New South Wales Branch.

3.2 Location

The Employees will be based at the Control Centre or at other locations on or adjacent to the Eastern Distributor as required by the Employer from time to time.

3.3 Aims

The Parties have agreed to work together to develop a committed and skilled work force that is focused on high productivity and safe working conditions.

In particular the Parties have agreed to the following specific objectives:

- (a) to provide a safe and healthy work place, adhere to and regard as a minimum standard State or National Occupational Health and Safety Standards and Codes of Practice;
- (b) to empower individuals to make and be accountable for decisions;
- (c) to promote a strong emphasis on teamwork;
- (d) to encourage innovative action by Employees;
- (e) to focus on the long term satisfaction of the Client and improvement of the quality of service to the public;
- (f) to provide and maintain effective communication and genuine consultation between the Parties;
- (g) to provide appropriate training to Employees;
- (h) to ensure that the Eastern Distributor remains open and tolls are collected 24 hours per day, each day of the year.

4. Commitment

The Parties are committed to ensuring that:

- (a) this Part A leads to real gains in productivity and workplace efficiencies, without any reduction in health and safety standards;
- (b) all requirements of this Part A and the Award are observed;
- (c) no further increases or decreases in any conditions, including but not limited to rates of pay, to those provided for in this Part A will be claimed or paid during the life of this Part A;

- (d) stoppages of work or other forms of industrial action will not occur at any time.

5. Contract of Employment

- 5.1 Each Employee shall be employed on either a full-time, part-time or casual basis under the following classification:

Electronics Technician

Full-time and Part-time Employees employed in the classification of Electronics Technician will not work Shift Work or Continuous Shift Work under the terms of this Part A. Part B of this Award contains the terms which apply to full-time and part-time employees of these classifications who do not work Day Work.

Full-time and Part-time Employees will be given a minimum period of notice for termination as specified in the *Workplace Relations Act 1996*.

An Employee's employment may be terminated by the Employer without notice for serious and wilful misconduct. In such circumstances wages shall only be paid up to the time of dismissal.

The Employer may deduct payment for any Shift or part thereof where an Employee is absent from duty without reasonable cause.

- 5.2 It is a fundamental requirement of employment that Employees have to deal with the public and provide friendly, courteous service at all times. Employees shall be required to present a neat appearance to the public at all times and to be punctual and diligent in commencing times for shifts.
- 5.3 Continuous Shift Work Employees and Shift Work Employees will be required to work regularly on Saturdays, Sundays and Holidays to cover all operations of the Eastern Distributor twenty four hours per day, seven days per week, fifty two weeks per year.
- 5.4 All Employees may be required to work a reasonable amount of Overtime from time to time as directed by the Motorway Manager to meet the demands for the operation and maintenance of the Eastern Distributor.
- 5.5 Electronics Technicians will be subject to video surveillance from time to time.
- 5.6 Redundancy

Clause 5.6 shall not apply to Casual Employees.

In the event of an Employee's position becoming redundant, the Employer will apply the *Employment Protection Act 1982 (NSW)* as amended from time to time.

The Employment Protection Act provides for the following scale of severance payments 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 Pay
2 years and less than 3 years	7 Weeks Pay
3 years and less than 4 years	10 Weeks Pay
4 years and less than 5 years	12 Weeks Pay
5 years and less than 6 years	14 Weeks Pay

6 years and over	16 Weeks Pay
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- (b) Where an Employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

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

In this clause, "Weeks Pay" means:

- (i) for a Full Time Employee, the applicable Ordinary Weekly Rate of Pay for the Employee's classification as set out in "Appendix A" at the date of termination; and
- (ii) for a Part Time Employee, the amount equal to the Part Time Employee's Ordinary Weekly Hours multiplied by the applicable Ordinary Hourly Rate of Pay for the Employee's classification as set out in "Appendix A" at the date of termination.

6. Duties

6.1 Electronics Technician

The duties of an Electronics Technician include, but are not limited to:

conducting routine maintenance, inspection and reporting on electrical and mechanical equipment, including tolling equipment;

calibration and setting up of equipment and instrumentation;

other maintenance duties as directed;

monitoring and operation of Motorway control systems;

attendance at emergencies and incidents as directed;

advising and directing drivers and other persons in matters relating to traffic movements; and

other duties within the Employee's skills and training as directed.

6.2 High Voltage Accreditation Allowance

An Electronics Technician with High Voltage Accreditation shall be paid an allowance of an additional \$0.50 per hour. This allowance shall only be paid for hours worked and will not attract any penalty or premium. This allowance shall not be increased during the life of this Award.

7. Hours of Work and Entitlements

Most Employees will normally be engaged on Shift Work or Continuous Shift Work (except for Employees employed as Electronics Technicians pursuant to Part B of this Award), but may be required to work Day Work from time to time. The Motorway Manager shall determine the starting and finishing times for all Employees.

For the purposes of determining the application of shift allowances and allowances for work on Saturday, Sunday and Holidays the following shall apply:

- (i) Saturday commences at midnight Friday night and finishes midnight Saturday night;
- (ii) Sunday commences at midnight Saturday night and finishes midnight Sunday night; and
- (iii) A Holiday commences at midnight the day immediately preceding the Holiday and finishes at midnight on the Holiday.

A Roster may vary from time to time but any changes to the Roster will be notified to the relevant Employees at least 7 days in advance.

Employees shall be available for work for all Shifts, which they are rostered to work and shall perform all necessary duties in each Shift.

When a Continuous Shift Work Employee or Shift Work Employee (not including Casual Employees) is not rostered to work on a Holiday, the Employee shall receive, in the Employer's discretion, either an additional 7.6 hours' wages (calculated at the applicable Ordinary Time Rate of Pay) or the equivalent amount of time off work (paid at the applicable Ordinary Time Rate of Pay). Where the Employee is a Part-Time Employee, the Employee will receive the equivalent pro-rata benefit (calculated according to the formula in clause 7B).

Shift changes for Electronics Technicians shall take place in the Control Centre. In the event of the on-coming Employee not reporting for duty at the normal Shift change-over time, the off-going Employee shall remain on duty until relieved.

Where an Employee is both:

- (a) After the expiration of their Shift finishing time; and
- (b) After leaving the Employer's premises,

recalled to work without prior notice the Employee shall be paid at the appropriate rate set out in either clause 8.1 (Day Work Employees) or clause 8.2 (Shift Work Employees and Continuous Shift Work Employees) of this Part A.

An Employee recalled to work in this way shall be paid at that rate for a minimum of 3 hours work.

First Aid Allowance

- (i) An Employee who has a current senior first aid certificate shall be entitled to an allowance of \$0.25 per hour worked, and this allowance shall not attract any penalty or premium.

This Allowance shall increase by the same percentage and at the same times as specified for wage increases in clause 11 of Part A, i.e. the first increase to the quantum defined in (i) above shall apply from 1 October 2002.

A. Full Time Employees

Each Full Time Employee shall work Ordinary Weekly Hours.

- (i) Day Work

The Ordinary Hours of a Full Time Employee on Day Work shall be paid at the applicable Ordinary Time Rate of Pay for the Employee's classification.

Overtime worked by a Full Time Employee on Day Work shall be paid at the rate set out in clause 8.1 of this Part A.

(ii) Shift Work and Continuous Shift Work

The Ordinary Hours of a Full Time Employee on Shift Work or Continuous Shift Work shall be paid at the applicable Ordinary Time Rate of Pay for the Employee's classification.

(a) Monday to Friday

A Full Time Employee on Shift Work or Continuous Shift Work shall be paid the following shift allowances for Ordinary Hours worked between Monday and Friday:

Day Shift - Nil

Afternoon Shift - 17.5% of the Ordinary Time Rate of Pay

Night Shift - 20% of the Ordinary Time Rate of Pay

(b) Saturday, Sunday and Holidays

A Full Time Employee on Shift Work or Continuous Shift Work shall be paid the following shift allowances for Ordinary Hours (and, if applicable and subject to paragraph (d) below, for Overtime), worked on Saturday, Sunday or Holidays:

Saturday - 50% of the Ordinary Time Rate of Pay

Sunday - 100% of the Ordinary Time Rate of Pay

Holidays - 150% of the Ordinary Time Rate of Pay

The shift allowances for hours of work worked by a Full-Time Employee on Shift Work or Continuous Shift Work on Saturday, Sunday or Holidays shall only apply to that part of a Shift actually worked on a Saturday, Sunday or Holiday.

(c) Interaction of Shift Allowances

The Shift Allowances set out in (a) and (b) above are paid in addition to the Employee's applicable Ordinary Time Rate of Pay.

The Shift Allowances set out in (a) and (b) above are not cumulative.

Example 1

(NOTE: In the following examples any Paid Meal Break which an Employee may be entitled to during the Shift does NOT form part of the hours worked by the Employee during the Shift)

An Employee on Night Shift which commences at 10.00pm on a Friday night and finishes at 6.06am on a Saturday morning will only be entitled to:

The Night Shift Allowance under paragraph (a) above, but only for those hours worked up to 12 midnight; and

The Saturday Allowance under paragraph (b) above, but only for those hours worked after 12 midnight.

Example 2

An Employee on an Afternoon Shift which commences at 6.00pm Saturday and finishes at 2.06am Sunday will only be entitled to:

The Saturday Allowance under paragraph (b) above, but only for those hours worked up to 12 midnight; and

The Sunday Allowance under paragraph (b) above, but only for those hours worked after 12 midnight.

Example 3

An Employee on a Night Shift which commences at 11.00pm on a Holiday and finishes at 7.06am the next day (which is not a Saturday, Sunday or Holiday) will only be entitled to:

The Holiday allowance under paragraph (b) above, but only for those hours worked up to 12 midnight; and

The Night Shift Allowance, but only for those hours worked after 12 midnight.

(d) Overtime

Overtime worked by a Full Time Employee on Shift Work and Continuous Shift Work shall be paid at the rate set out in Clause 8.2 of this Part A.

An Employee is not entitled to both a shift allowance (whether for a Shift in respect of an Afternoon Shift, Night Shift, Saturday, Sunday or Holiday) and Overtime penalty. The Employee shall be paid the higher of an applicable shift allowance or Overtime penalty.

Example 1

(NOTE: In the following examples any Paid Meal Break which an Employee may be entitled to during the Shift does NOT form part of the hours worked by the Employee during the Shift)

An Employee who works a Shift from 10.00pm on Friday Night to 9.06am Saturday morning shall only be entitled to:

The Night Shift Allowance, but only for those hours worked up to midnight;

The Saturday Shift Allowance, but only for those hours worked from midnight to 6.06am Saturday morning;

The Overtime rate (time and a half) in respect of the first two hours of overtime worked, that is, from 6.06am up until 8.06am; and

The Overtime rate (double time) in respect of overtime hours in excess of two hours overtime, that is, from 8.06am up until 9.06am.

Example 2

An Employee who works a Shift from 10.00pm on Saturday Night to 8.06am Sunday morning shall only be entitled to:

The Saturday Shift Allowance, but only for those hours worked up to midnight;

The Sunday Shift Allowance for the remainder of the hours worked, even though the Employee is working 2 hours of overtime. This is because the Overtime rate is calculated by reference to the earnings the Employee receives under normal working conditions on a Sunday, which is the Ordinary Time Rate of Pay + 100%, which is higher than the normal Overtime rate of time and a half, and an Employee is entitled to the higher rate.

B. Part Time Employees

A Part Time Employee is an Employee, other than a Full Time Employee or a Casual Employee, engaged to work regular hours each week in accordance with a Roster with a minimum engagement of 15 hours per week and a maximum engagement of 37 hours per week.

The Ordinary Hours of a Part Time Employee shall be worked continuously, excluding any Paid Meal Break, and shall not be less than 3 or more than 7.6 hours.

A Part Time Employee may work Day Work, Shift Work or Continuous Shift Work.

A Roster for a Part Time Employee shall set out the days and the starting and ceasing times the Part Time Employee works each week or as otherwise arranged by mutual agreement.

A Part Time Employee shall be entitled to sick leave, jury service, bereavement leave and parental leave on a pro-rata basis calculated as follows:

$$\text{Part Time Employee's Entitlement} = \frac{\text{Part Time Employee's Ordinary Weekly Hours}}{38} \times \text{Equivalent Full Time Employee's Entitlement}$$

(i) Day Work

The Ordinary Hours of a Part Time Employee on Day Work shall be paid at the applicable Ordinary Time Rate of Pay for the Employee's classification.

Overtime worked by a Part Time Employee on Day Work, being work in excess of 7.6 hours in a day, shall be paid at the rate set out in Clause 8.1 of this Part A.

(ii) Shift Work and Continuous Shift Work

The Ordinary Hours of a Part Time Employee on Shift Work or Continuous Shift Work shall be paid at the applicable Ordinary Time Rate of Pay for the Employee's classification.

(a) Monday to Friday

A Part Time Employee on Shift Work or Continuous Shift Work shall be paid the following shift allowances for Ordinary Hours worked between Monday and Friday:

Day Shift - Nil

Afternoon Shift - 17.5% of the Ordinary Time Rate of Pay

(b) Saturday, Sunday and Holidays

A Part Time Employee on Shift Work or Continuous Shift Work shall be paid the following shift allowances for Ordinary Hours (and, if applicable and subject to paragraph (d) below, for Overtime), worked on Saturday, Sunday or Holidays:

Saturday - 50% of the Ordinary Time Rate of Pay

Sunday - 100% of the Ordinary Time Rate of Pay

Holidays - 150% of the Ordinary Time Rate of Pay

The shift allowances for hours of work worked by a Part Time Employee on Shift Work or Continuous Shift Work on Saturday, Sunday or Holidays shall only apply to that part of a Shift actually worked on a Saturday, Sunday or Holiday.

(c) Interaction of Shift Allowances

The Shift Allowances set out in (a) and (b) above are paid in addition to the Employee's applicable Ordinary Time Rate of Pay.

The Shift Allowances set out in (a) and (b) above are not cumulative.

Example 1

(NOTE: In the following examples any Paid Meal Break which an Employee may be entitled to during the Shift does NOT form part of the hours worked by the Employee during the Shift)

An Employee on Night Shift which commences at 10.00pm on a Friday night and finishes at 4.00am on a Saturday morning will only be entitled to:

The Night Shift Allowance under paragraph (a) above, but only for those hours worked up to 12 midnight; and

The Saturday Allowance under paragraph (b) above, but only for those hours worked after 12 midnight.

Example 2

An Employee on an Afternoon Shift which commences at 6.00pm Saturday and finishes at 1.00am Sunday will only be entitled to:

The Saturday Allowance under paragraph (b) above, but only for those hours worked up to 12 midnight; and

The Sunday Allowance under paragraph (b) above, but only for those hours worked after 12 midnight.

Example 3

An Employee on a Night Shift which commences at 11.00pm on a Holiday and finishes at 3.00am the next day (which is not a Saturday, Sunday or Holiday) will only be entitled to:

The Holiday allowance under paragraph (b) above, but only for those hours worked up to 12 midnight; and

The Night Shift Allowance, but only for those hours worked after 12 midnight.

(d) Overtime

Overtime worked by a Part Time Employee on Shift Work and Continuous Shift Work, being work in excess of 7.6 hours per Shift, shall be paid at the rate set out in clause 8.2 of this Part A.

An Employee is not entitled to both a shift allowance (whether for a Shift in respect of an Afternoon Shift, Night Shift, Saturday, Sunday or Holiday) and Overtime penalty. The Employee shall be paid the higher of an applicable shift allowance or Overtime penalty.

C. Casual Employees

Subject to paragraph (d) below, all hours worked by a Casual Employee shall be paid at the applicable Ordinary Time Rate of Pay for the Employee's classification.

A Casual Employee must be available for work on call at the discretion of the Motorway Manager.

A Casual Employee shall be provided with a minimum of 3 hours work on each Shift.

Loading, Allowances and Penalties

(a) A Casual Employee shall be paid a casual loading of 20% of the Ordinary Time Rate of Pay for all hours worked, which is in lieu of sick leave, bereavement leave etc.

(b) Subject to paragraph (e) below, a Casual Employee shall be paid the following shift allowances for Shifts worked between Monday to Friday:

Where a Shift commences between 1.00pm and 9.00pm, and does not finish before 6.00pm - 17.5% of the Ordinary Time Rate of Pay; and

Where a Shift commences between 9.00pm and 5.00am - 20% of the Ordinary Time Rate of Pay

(c) Subject to paragraph (e) below, a Casual Employee shall be paid the following shift allowances for all hours worked on a Saturday, Sunday or Holiday:

Saturday - 50% of the Ordinary Time Rate of Pay;

Sunday - 100% of the Ordinary Time Rate of Pay; and

Holiday - 150% of the Ordinary Time Rate of Pay.

(d) Subject to paragraph (e) below, hours worked by a Casual Employee in excess of 7.6 hours in a Shift (not including any Paid Meal Break) shall be considered overtime and shall be paid at the rate (calculated on the applicable Ordinary Time Rate of Pay for the Employee's classification) prescribed in Clause 8.2 - Overtime.

(e) In calculating wages for a Casual Employee:

The Loading, Allowances and Penalties in (a) - (d) above are paid in addition to the Employee's applicable Ordinary Time Rate of Pay.

The allowances and penalties in (b), (c) and (d) above shall not be included for the purposes of the calculation of the loading in (a) above;

The shift allowances under (b) and (c) are not cumulative.

A Casual Employee is not entitled to both a shift allowance under (b) or (c) above and the Overtime penalty in (d) above. The Casual Employee shall be paid the higher of an applicable shift allowance or Overtime penalty.

Example

A Casual Employee who works a Shift from 10.00pm Sunday to 8.06am Monday (and takes a Paid Meal Break in the middle of the Shift) will be entitled to the following:

The Ordinary Time Rate of Pay multiplied by 9.6 (the number of hours worked by the Casual Employee); plus

20% of the Ordinary Time Rate of Pay multiplied by 9.6 (the Casual Loading for the number of hours worked by the Casual Employee); plus

A Shift Allowance of 100% of the Ordinary Time Rate of Pay for those hours worked up to midnight on Sunday night (the Sunday Allowance); plus

A Shift Allowance of 20% of the Ordinary Time Rate of Pay for those hours worked (which do not include the Paid Meal Break) between midnight and 6.06am Monday morning (the Night Shift Allowance); plus

A Penalty of 50% of the Ordinary Time Rate of Pay for those Overtime hours worked between 6.06am and 8.06am (the applicable Overtime Penalty); plus

The Ordinary Time Rate of Pay multiplied by time and a half (the payment for the Paid Meal Break).

8. Overtime

- 8.1 Full Time and Part Time Employees on Day Work required to work Overtime shall be paid at the rate of time and a half for the first two hours and double time thereafter, calculated using the Employee's applicable Ordinary Time Rate of Pay.
- 8.2 Full Time and Part Time Employees on Shift Work or Continuous Shift Work required to work Overtime shall be paid:
- (a) at the rate of time and a half for the first two hours and double time thereafter, calculated using the Employee's applicable Ordinary Time Rate of Pay; or
 - (b) at the Employee's applicable Ordinary Time Rate of Pay plus any applicable shift allowance.
- whichever is the greater.
- 8.3 Where Overtime is necessary it shall, wherever reasonably practicable, be so arranged such that Employees have at least ten consecutive hours off duty between Shifts. An Employee who works overtime following the cessation of his/her normal work on one day and who has not had at least ten consecutive hours off duty between cessation of the overtime and the commencement of his/her next Shift, shall, subject to this clause, be released after completion of such overtime and not be required to report back to work until the employee has had ten consecutive hours off duty. An employee required to take time off duty to ensure compliance with this clause will be permitted to do so without loss of pay.
- 8.4 If, on the instruction of the Employer, such an Employee resumes work without having had ten consecutive hours off duty between Shifts, he/she shall then be paid at double time until he/she is released from duty for that period and he/she shall then be entitled to be absent until he/she has ten consecutive hours off duty, without loss of pay.
- 8.5 The subclauses 8.1, 8.2 and 8.4 shall not apply when the time worked is by an arrangement between the Employees themselves, or when the rotation of Shifts (eg. Afternoon Shift to Night Shift) has necessitated work in excess of the Ordinary Hours as part of a revised Shift Roster.

- 8.6 Employees may be required to work a reasonable amount of Overtime under the terms of this Part A.
8.7 Meal Allowance

Employees who are required to work more than one and one half hours overtime immediately after normal ceasing time and who have not had at least 24 hours notice of the requirement to work such overtime shall be paid a meal allowance of \$12.00.

9. Rest Pauses

- 9.1 Employees who work a minimum of four consecutive hours on any day shall be entitled to a rest pause of ten minutes duration without loss of pay during the first four hours. Such rest pause shall be taken at such times as will not interfere with the continuity of work where continuity in the opinion of the employer is necessary.
- 9.2 In order to meet the requirements of the operation or maintenance of the Eastern Distributor, the employer may direct an employee to return to work if the employee is taking a rest pause in accordance with clause 9.1. Should the employer give such a direction to the employee, the employee shall be entitled to another rest pause in accordance with clause 9.1, but only for the length of time equal to that part of the rest pause which the employee did not receive because of the direction of the Employer.

10. Paid Meal Break

- 10.1 Employees who work more than five continuous hours shall be entitled to a paid meal break of thirty minutes, to be taken approximately mid-way through their work period on either day or shift hours of work. However, the time of taking the paid meal break may be varied at any time to meet the requirements of the operation and maintenance of the eastern distributor.
- 10.2 In order to meet the requirements of the operation or maintenance of the Eastern Distributor, the employer may direct an employee to return to work if the employee is taking a paid meal break. Should the employer give such a direction to the employee, the employee shall be entitled to another paid meal break in accordance with clause 10.1, but only for the length of time equal to that part of the paid meal break which the employee did not receive because of the direction of the employer.
- 10.3 In recognition of the fact that an employee may be recalled to work during their paid meal break, an employee shall be paid at time and a half of the ordinary time rate of pay for that employee's classification during a paid meal break.
- 10.4 Despite clause 10.3, the paid meal break shall not:
- (a) form part of the ordinary hours or ordinary weekly hours of an employee;
 - (b) be included for the purposes of calculating overtime; and
 - (c) entitle the Employee to receive any allowance or penalty in respect of the paid meal break apart from that referred to in clause 10.3.

11. Wage Increases

This Award contains provision for wage increases of a 4% increase operative from the first full pay period to commence on or after 1/10/02, a 2% increase operative from the first full pay period to commence on or after 1/10/03, a 2% increase operative from the first full pay period to commence on or after 1/4/04, a 2.5% increase operative from the first full pay period to commence on or after 1/10/04 and a 2.5% increase operative from the first full pay period to commence on or after 1/4/05 as defined in "Appendix A".

12. Electronic Funds Transfer

All wages will be paid by means of electronic funds transfer into a bank account designated by each Employee. Bank charges are the responsibility of each Employee having been taken into account in setting rates of pay prescribed in this Award.

13. Restrictive Work Practices

It shall be a key function of all Employees in conjunction with the Motorway Manager to:

- (a) formulate an action plan aimed at the elimination of any restrictive work practice; and
- (b) carry out the action so planned.

14. Technological Change

The Parties accept that during the life of this Part A it may be necessary for the Employer to implement technological change. If this situation arises, employees will be kept informed of proposed changes.

15. Superannuation

The Employer shall pay the Trustee of the Australian Public Superannuation Fund, on behalf of each Employee, a contribution of an amount as prescribed by the Superannuation Guarantee Administration Act, from time to time. Contributions shall be payable from the date of the commencement of employment of the Employee with the Employer. Contributions shall be paid into the (APS) Fund on a monthly basis.

16. Annual Leave

16.1 Full Time and Part Time Employees

- (a) Except as provided by this clause 16, the *Annual Holidays Act* 1944 (NSW) ('Act'), or any act which replaces the Act, each as amended, shall apply.
- (b) Where a Shift Work Employee or a Continuous Shift Work Employee takes a period of annual leave, any Saturdays and Sundays falling within that period shall be treated as normal working days for the purposes of calculating the Employee's entitlement to annual leave.
- (c) Where an Employee takes a period of annual leave and a Holiday falls within that period, the Holiday shall not be included as part of the period of annual leave.
- (d) In addition to their entitlement to a period of leave under the Act, a Full Time or Part Time Employee who is a seven day shift worker, that is, an Employee who is required under the Shift Roster to work regularly on Sundays and Holidays, shall be allowed one week's leave, payable in accordance with this clause. However, if a Full Time or Part Time Employee has only served a portion of the year of employment as a seven day shift worker, this additional leave shall be one day for every thirty-six Shifts worked as a seven day shift worker.
- (e) Except as provided by paragraph (f) below, a Full Time or Part Time Employee will be entitled to the following payments while on a period of annual leave as provided by this clause 16:
 - (i) the Employee's Ordinary Weekly Pay for each week that the Employee is on a period of annual leave; and
 - (ii) all shift allowances (including Saturday and Sunday but not including Holiday shift allowances) calculated in accordance with clause 7 which the Employee would have been entitled to receive if they had worked during the period for which annual leave has been taken.
- (f) Despite paragraph (e) above, if an Employee has at least 12 months continuous service, the Employee shall be entitled to the following payments upon taking a period of Annual Leave:

- (i) the Employee's Ordinary Weekly Pay for each week that the Employee is on a period of annual leave; and
- (ii) the greater of:
 - (a) all shift allowances (including Saturday and Sunday but not including Holiday shift allowances) calculated in accordance with clause 7 which the Employee would have been entitled to receive if they had worked during the period for which annual leave has been taken; or
 - (b) an Annual Leave Loading of 17.5% of the Employee's Ordinary Weekly Pay for each week that the Employee is on a period of annual leave.
- (g) Where the employment of an Employee is terminated by the Employer for a reason other than malingering, inefficiency, neglect of duty, misconduct or misappropriation, and at the time of the termination the Employee has not been given, and has not taken, the whole of the annual leave to which the Employee has become entitled, the Employee shall be paid a loading calculated in accordance with subclause 16.1(f)(ii)(B) above. This loading shall not be payable to an Employee upon termination except in accordance with this subclause.
- (h) An Employee must obtain the approval of the Motorway Manager before taking any period of Annual Leave.
- (i) For the purposes of this clause 16.1, 'Ordinary Weekly Pay' means:
 - (i) for a Full Time Employee - the applicable Ordinary Weekly Rate of Pay as set out in "Appendix A" for the Employee's classification at the time of taking the period of annual leave plus, where applicable, the weekly amount ordinarily received by the Employee in respect of:
 - (A) First Aid Allowance; and
 - (B) Paid Meal Breaks; and
 - (ii) for a Part Time Employee - the applicable Ordinary Hourly Rate of Pay as set out in "Appendix A" for the Employee's classification at the time of taking the period of annual leave multiplied by the Employee's Ordinary Weekly Hours plus, where applicable, the weekly amount ordinarily received by the Employee in respect of:
 - (A) First Aid Allowance; and
 - (B) Paid Meal Breaks.

16.2 Casual Employees

- (a) Casual Employees engaged under this Part A shall only be entitled to Annual Leave as set out in (b) below.
- (b) A Casual Employee is entitled to a payment in respect of annual leave each week, calculated as follows:

Annual leave payment = the Employee's Ordinary Weekly Pay divided by 12.
- (c) For the purposes of this clause 16.2, 'Ordinary Weekly Pay' means (applicable Ordinary Time Rate of Pay plus 20%) multiplied by the number of hours worked by the Casual Employee in the week plus, where applicable, any payment paid during the week to the Casual Employee in respect of:

- (A) shift allowances (including Saturday and Sunday but not including Holiday shift allowances, nor overtime allowances or penalties paid in excess of the Ordinary Time Rate of Pay under clause 7.C (d));
- (B) First Aid, Allowance; and
- (C) Paid Meal Breaks.

17. Sick Leave

A Casual Employee is not entitled to paid sick leave under this Part A.

An Employee other than a Casual Employee shall, after three months' continuous service, be entitled to paid leave for genuine illness or injury, subject to the following conditions and limitations:

- (a) the Employee shall where practicable prior to but definitely within twenty-four hours of the commencement of such absence inform the Employer of their inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of absence;
- (b) the Employee shall prove to the satisfaction of the Employer, by the production of a medical certificate or other evidence satisfactory to the Employer, that the Employee was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed;
- (c) Full Time Employees shall be entitled to sick leave of up to seventy six Ordinary Hours for each year of employment, which shall accumulate, from year to year, to a maximum of 760 hours. No payments will be made in lieu of untaken sick leave.
- (d) Sick leave shall be paid at the Ordinary Time Rate of Pay as set out for each classification in "Appendix A".
- (e) The Employer reserves the right to refer any Employee for an independent medical opinion at the Employer's expense.
- (f) Part Time Employees shall be entitled to sick leave on a pro-rata basis as described in clause 7 of this Part A.

18. Long Service Leave

The *Long Service Leave Act 1955*, or any act which replaces this act, each as amended, shall apply.

19. Jury Service

Casual Employees are not entitled to any jury service under this Part A.

Employees required to attend for jury service during rostered working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of attendance for such jury service and the Ordinary Time Rate of Pay in respect of those hours 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 attendance for jury service is required. Further the Employee shall give the Employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

20. Personal/Carer's Leave

20.1 Use of sick leave

- (a) An Employee, other than a Casual Employee, with responsibilities in relation to a class of person set out in 20.1(c)(ii) who needs the Employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at

clause 17 of this Part A, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day

- (b) The Employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an Employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the Employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (A) a spouse of the Employee; or
 - (B) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first-mentioned person who lives with the first-mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (C) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the Employee or spouse or de facto spouse of the Employee; or
 - (D) a same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis; or
 - (E) a relative of the Employee who is a member of the same household, where for the purposes of this paragraph:
 - (i) 'relative' means a person related by blood, marriage or affinity;
 - (ii) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (iii) '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.

20.2 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 person as set out in clause 20.1(c)(ii) who is ill.

20.3 Annual leave

- (a) An Employee may elect with the consent of the Employer, subject to the *Annual Holidays Act 1944* (NSW), to take annual leave not exceeding 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 20.3(a) above, shall be exclusive of any shutdown period provided for elsewhere under this Part A.

- (c) An Employee and the 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.

20.4 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 twelve (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 20.4(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (d) Where no election is made in accordance with paragraph 20.4(a), the Employee shall be paid overtime rates in accordance with this Part A.

20.5 Make-up time

- (a) A Day Work 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 this Part A, at the Ordinary Time Rate of Pay.
- (b) A Shift Work Employee or Continuous Shift Work 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), at the shift work rate which would have been applicable to the hours taken off.

21. Parental Leave

The *Industrial Relations Act* 1996 Chapter 2, Part 4, Divisions 1 and 2 shall apply.

22. Bereavement Leave

- 22.1 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 22.3 below.
- 22.2 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.
- 22.3 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 20.1(c)(ii), provided that for the purpose of bereavement leave, the Employee need not have been responsible for the care of the person concerned.
- 22.4 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.
- 22.5 Bereavement leave may be taken in conjunction with other leave available under clauses 20.2, 20.3, 20.4 and 20.5 of this Part A. In determining such a request the Employer will give consideration to the circumstances of the Employee and the reasonable operation requirements of the business.
- 22.6 Further, an Employee other than a Casual Employee shall be entitled to a maximum of two days' leave without loss of pay on each occasion and on production of satisfactory evidence of the death outside Australia of the Employee's spouse (which includes de-facto spouse), or parent (which includes a step-parent or foster parent), and where the Employee travels outside of Australia to attend the funeral.

23. Occupational Health and Safety

It is recognised that safety is a team commitment involving Managers, Supervisors and Employees working together through consultation and co-operation.

The rights and responsibility of all personnel to express their concern over safety in the workplace and to expect those rights and responsibilities to be addressed is recognised and supported.

Information, instruction and training in safe methods of work, relevant legislation, safety procedures, etc will be provided to all Employees.

The Employer shall provide and the Employee shall wear and use protective clothing and safety equipment nominated by the Employer from time to time. The Employee shall request any additional protective clothing or safety equipment required in addition to normal issue and the Employer shall not refuse any reasonable request. Protective clothing and safety equipment shall remain the property of the Employer.

Adequate first aid facilities shall be maintained by the Employer in accordance with the *Occupational Health and Safety Act 2000* and its regulations, as amended.

24. Clothing

Upon appointment the Employer shall issue each Employee with an initial issue of uniform items.

Such items shall be replaced or exchanged on a one for one basis as required to maintain a proper presentation in the work place with a minimum replacement period of 12 months.

Such uniforms shall remain the property of the Employer and shall not be worn other than when on duty or in transit to and from work. When replaced by a new issue all replaced items of uniform shall be returned to the Employer.

Where an Employee for no good reason fails to return items of issued clothing, the Employer may deduct an amount of \$50 from the Employee's termination pay, excluding annual leave or long service leave payments.

Each Employee is responsible for laundering and maintaining uniforms in a presentable condition. A laundering allowance is included in the rates of pay for all classifications.

25. Medical Examinations

In addition to the pre-employment examination, the Employer will arrange for general medical examinations of Employees covered by this Part A every twelve months and in addition, lead level and audiogram testing will be conducted every twelve months. There will be no payment in excess of ordinary wages to an Employee to attend these medical examinations which will be carried out during normal working hours on the following basis:

All costs of medical checks will be borne by the Employer;

The Employer will maintain records of the medical checks;

The medical records shall be made available to the Employee concerned;

A copy of the medical record is to be forwarded to the Employee's treating doctor on request; and

In all other circumstances information contained in the medical records is to remain confidential.

26. Training

The Employer will provide training and education to improve workforce skills and understanding of work related programmes. This training and education will be carried out wherever practical during normal working hours.

27. Alcohol and Other Drugs

It is agreed that no Employee will be allowed to enter the workplace if the Employee is under the influence of alcohol or any other substance which impairs the Employee's work or is likely to create an unsafe working environment.

The Motorway Manager or his nominee may if he has a reasonable suspicion that an Employee is under the influence of alcohol or any other substance, direct the Employee to leave the workplace.

The Employee so directed, will not be paid for the remainder of the day or Shift. The Employee if rostered should report for work the following day.

28. Probationary Period

All employees will be employed on the basis of an initial three month probationary period. During this period, the Employee's suitability for continued employment will be assessed. Prior to the completion of the probationary period Leighton may offer employment to the Employee in accordance with this Award.

Should any Employee not be suitable after Management has explained its concerns and given the Employee an opportunity to improve, the Employee may be dismissed with one week's notice.

29. Union Procedure

29.1 Entry

The Parties acknowledge Chapter 5, Part 7 of the *NSW Industrial Relations Act 1996*. Union Officials will be granted access to the work areas upon reasonable notice being afforded to the Motorway Manager. It would be preferable for the officials to state the purpose of their visit when giving notice.

29.2 Delegates

The Employer recognises the right of its Employees to be represented in their dealings with their Employer if they so choose. The site delegate shall be allowed reasonable time during working hours to discuss with the Employer or its representative any matter affecting an Employee whom the Union represents. Such discussions should be arranged for times which are convenient to both parties. Before a delegate moves away from their area of work, permission must first be obtained from the Supervisor.

30. Dispute Settlement Procedures

The Parties agree to facilitate the constructive and speedy resolution of any issue of concern at the workplace and recognise that this commitment is critical to maintaining harmonious relations between the Employer and its Employees. Subject to the provision of the *Industrial Relations Act 1996*, any dispute shall be dealt with in the following manner:

If an Employee has a grievance arising out of his or her employment with the Employer, the Employee shall notify the Supervisor of the substance of the grievance, request a meeting with that person and state the remedy sought.

If the matter cannot be resolved between the Employee or the Employee's representative and the Supervisor, it shall be referred to the Motorway Manager. Where appropriate or deemed necessary, the Employee may elect to seek the assistance of his/her workplace delegate or any other person.

If the matter is still not resolved, the Employee may request the Motorway Manager to refer the grievance to the Manager - Industrial Relations New South Wales & ACT.

All parties must use their best efforts to resolve the grievance expeditiously and to the satisfaction of the Parties.

If the grievance is not resolved by the above process, the Parties may refer the grievance to the Industrial Relations Commission of New South Wales:

- (a) as a question, dispute or difficulty in respect of the Award (including this Part A); or
- (b) for a binding declaration of right under section 154.

Whilst the above procedures are being carried out, work will continue as it did prior to the grievance arising and no stoppage of work or any other form of limitation of work shall occur. Neither Party shall be prejudiced as to final settlement by the continuation of work in accordance with this clause.

31. Anti-Discrimination

- 31.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the ground of race, sex, marital status, disability, homosexuality, transgender identity, age, and carer's responsibility.
- 31.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Part A 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.
- 31.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 31.4 Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practise 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.
- 31.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Notes

- (a) Companies 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."

PART B - FLEXIBLE (12 HOUR) SHIFT ARRANGEMENTS

1. Title

The short title of this part of the Award shall be Part B.

2. Commencement

- 2.1 Part B shall apply to employees engaged under its terms from the date that the Award commences.
- 2.2 The Parties acknowledge that the Employer is under no obligation to continue to employ Employees under the terms of this Part B beyond the expiry of the Award.
- 2.3 The terms of this Part B and the work practices outlined in this Part B will not be used by the Parties as a basis or precedent for making any future claim or demand.

3. Introduction

3.1 Definitions

'Afternoon Work' means work undertaken between 2.00pm and 10.00pm.

'Award' means the Eastern Distributor ETU Consent Award 2002.

'Client' means the company to which the Employer contracts to operate and maintain the Eastern Distributor.

'Continuous Shift Work' means work undertaken on the basis of a continuous rotating Shift Roster.

'Continuous Shift Work Employee' means a Full Time or Part Time Employee engaged to work or working Continuous Shift Work.

'Control Centre' means the Eastern Distributor operation, maintenance and administration building located at 43 Bourke Street, Woolloomooloo.

'Eastern Distributor' means the motorway from the Cahill Expressway near the Domain Tunnel, to Southern Cross Drive near Link Road, Rosebery and the areas adjacent nominated as 'Maintenance Areas' in the contract between the Client and the Employer.

'Electronics Technician' means an Employee whose duties are defined in Clause 6.1 of Part A.

'Employee' means a person engaged to work shift work by the Employer on a permanent basis for the job classifications covered by this Part B and, for the avoidance of doubt, means persons who would otherwise be categorised under Part A to be:

- (a) Shift Work Employees (as defined in Part A); or
- (b) Continuous Shift Work Employees (as defined in Part A), and includes Full Time and Part Time Employees.

'Employer' means Leighton Contractors Pty Limited.

'Full Time Employee' means an Employee employed to work thirty eight hours per week when averaged over the length of the Shift Roster Cycle, excluding Paid Meal Breaks.

'Holiday' means the Union's Picnic Day, being the first Monday in December of each year or any other date agreed between the Union and the Employer (provided that a picnic is held) and the following Public Holidays and any other Public Holiday proclaimed under the relevant legislation from time to time.

New Year's Day	Anzac Day
Australia Day	Queen's Birthday
Good Friday	Labour Day

Easter Saturday Christmas Day
Easter Monday Boxing Day

'Morning Work' means work undertaken between 6.00a.m. and 2.00p.m.

'Motorway Manager' means the person appointed by the Employer to manage the operation and maintenance of the Eastern Distributor.

'Night Work' means work undertaken between 10.00pm and 6.00am.

'Ordinary Hours' means hours which form part of the Ordinary Weekly Hours and which are paid at the Ordinary Time Rate of Pay.

'Ordinary Shift' means that part of a Shift made up of the Ordinary Hours and any applicable Paid Meal Break and:

- (a) for a Full Time Employee, the spread of the Ordinary Shift hours shall be between 7 and 14 hours and will usually be worked as defined in (i) to (iv) below excluding the Paid Meal Break:
- (i) 7.6 Ordinary Hours;
 - (ii) 10.4 Ordinary Hours;
 - (iii) 11.4 Ordinary Hours; or
 - (iv) 12.4 Ordinary Hours,
- per Ordinary Shift; and
- (b) for a Part-Time Employee, an Ordinary Shift shall be of a duration of between 3 and 14 hours per Ordinary Shift and, in each case, the Ordinary Hours of a particular Ordinary Shift will exclude any Paid Meal Break.

'Ordinary Weekly Hours' means for Employees who are:

- (a) Full Time - 38 hours per week when averaged over the Shift Roster Cycle to be worked during Ordinary Shifts; or
- (b) Part Time - An amount of regular hours between 15 and 37 hours per week when averaged over the Shift Roster Cycle to be worked during Ordinary Shifts.

'Ordinary Time Rate of Pay' means the hourly rate of pay for each classification as set out in 'Appendix A'.

'Overtime' means hours worked by an Employee in excess of an Ordinary Shift.

'Paid Meal Break' means a break taken in accordance with clauses 10.1 and 10.2 of this Part B that does not form part of an Employee's Ordinary Hours or Ordinary Weekly Hours and is paid in accordance with clauses 10.3 and 10.4.

'Part A' means Part A of the Award.

'Parties' means the Employer, the Union and the Employees.

'Part Time Employee' means an Employee employed on a part-time basis as defined in Clause 7 of this Part B.

'Premises' means all the land on which the Eastern Distributor is located.

'Redundancy' occurs when an Employee's position ceases to exist and may be caused by a variety of reasons, including, among others, technological change, loss of business or economic downturn.

'Shift' means the work hours of a Full Time or Part Time Employee for any one day.

'Shift Roster' means a schedule determining the hours of work of Employees.

'Shift Roster Cycle' means the period over which an Employee completes one full cycle of Shift Work.

'Shift Work' means work under this Part B and which is regulated by a Shift Roster.

'Supervisor' means a person engaged by the Employer on a salary basis to supervise the work of Employees.

'Union' means the Electrical Trades Union of Australia New South Wales Branch.

3.2 Joint Statement

The Parties intend for this Part B to provide flexible shift arrangements for permanent full-time and part-time employees engaged by the Employer in the relevant classifications to work shift work on the Eastern Distributor. Accordingly and as stated in the Introduction of this Award, this Part B shall not apply to Casual Employees or employees who work Day Work (as those terms are defined in Part A).

As stated in the Introduction of this Award, this Part B shall apply to the employment by the Employer of Employees classified as Electronics Technician required for the operations and maintenance work associated with the Eastern Distributor.

The Employees will be based at the Control Centre or at other locations on or adjacent to the Eastern Distributor as required by the Employer from time to time.

3.3 Aims

As set out in clause 3.3 of Part A.

3.4 Interaction with Part A

If a provision of Part A is referred to in this Part B:

- (a) any defined terms used in that provision of Part A shall have the meaning given to them by this Part B;
- (b) a reference in that provision of Part A to another provision of Part A shall be taken to be a reference to the corresponding provision of this Part B; and
- (c) unless the context requires otherwise, a reference in that provision of Part A to Part A shall be taken to be a reference to this Part B.

4. Commitment

As set out in clause 4 of Part A.

5. Contract of Employment

- 5.1 Each Employee shall be employed on either a full-time or part-time basis under the following classification:

Electronics Technician

Full-time and Part-time Employees will be given a minimum period of notice for termination as specified in the *Workplace Relations Act 1996*.

An Employee's employment may be terminated by the Employer without notice for serious and wilful misconduct. In such circumstances wages shall only be paid up to the time of dismissal.

The Employer may deduct payment for any Shift or part thereof where an Employee is absent from duty without reasonable cause.

5.2 As set out in clause 5.2 of Part A.

5.3 Employees will be required to work regularly on Saturdays, Sundays and Holidays to cover all operations of the Eastern Distributor twenty four hours per day, seven days per week, fifty two weeks per year.

5.4 All Employees may be required to work a reasonable amount of Overtime from time to time as directed by the Motorway Manager to meet the demands for the operation and maintenance of the Eastern Distributor.

5.5 Employees will be subject to video surveillance from time to time.

5.6 Redundancy

As set out in clause 5.6 of Part A.

6. Duties

Electronics Technician

As set out in clause 6 of Part A.

7. Hours of Work and Entitlements

The Motorway Manager shall determine the starting and finishing times for all Employees.

The Employer may vary the Shift Roster from time-to-time with the agreement of those Employees whose hours of work will change as a result of the variation. If there is no agreement, the Employer may vary the Shift Roster on seven days' notice to those Employees whose hours of work will change as a result of the variation.

For the purposes of determining the application of shift allowances and allowances for work on Saturday, Sunday and Holidays the following shall apply:

- (a) Saturday commences at midnight Friday night and finishes midnight Saturday night;
- (b) Sunday commences at midnight Saturday night and finishes midnight Sunday night; and
- (c) a Holiday commences at midnight the day immediately preceding the Holiday and finishes at midnight on the Holiday.

Employees shall be available for work for all Shifts which they are rostered to work and shall perform all necessary duties in each Shift.

When a Full Time Employee is not rostered to work on a Holiday, the Employee shall receive an additional 7.6 hours' wages (calculated at the applicable Ordinary Time Rate of Pay). Where the Employee is a Part-Time Employee, the Employee will receive the equivalent pro-rata benefit (calculated according to the formula in clause 7B).

Shift changes for Employees shall take place in the Control Centre. In the event of the on-coming Employee not reporting for duty at the normal Shift change-over time, the off-going Employee shall remain on duty until relieved.

Where an Employee is, both:

- (a) after the expiration of their Shift finishing time; and
- (b) after leaving the Employer's premises, recalled to work without prior notice,

The Employee shall be paid at the appropriate rate set out in clause 8.1 of this Part B.

An Employee recalled to work in this way shall be paid at that rate for a minimum of 3 hours work.

First Aid Allowance

- (i) An Employee who has a current senior first aid certificate shall be entitled to an allowance of \$0.25 per hour worked, and this allowance shall not attract any penalty or premium.

This Allowance shall increase by the same percentage and at the same times as specified for wage increases in clause 11 of Part A, i.e. the first increase to the quantum defined in (i) above shall apply from 1 October 2002.

A. Full Time Employees

Each Full Time Employee shall work Ordinary Weekly Hours.

The Ordinary Hours of a Full Time Employee shall be paid at the applicable Ordinary Time Rate of Pay for the Employee's classification.

- (a) Monday to Friday

A Full Time Employee shall be paid the following shift allowances for Ordinary Hours worked from Monday to Friday:

Morning Work - Nil

Afternoon Work - 17.5% of the Ordinary Time Rate of Pay

Night Work - 20% of the Ordinary Time Rate of Pay.

- (b) Saturday, Sunday and Holidays

A Full Time Employee shall be paid the following shift allowances for Ordinary Hours (and, if applicable and subject to paragraph (d) below, for Overtime), worked on Saturday, Sunday or Holidays:

Saturday - 50% of the Ordinary Time Rate of Pay

Sunday - 100% of the Ordinary Time Rate of Pay

Holidays - 150% of the Ordinary Time Rate of Pay

The shift allowances for hours of work worked by a Full-Time Employee on Saturday, Sunday or Holidays shall only apply to that part of a Shift actually worked on a Saturday, Sunday or Holiday.

(c) Interaction of Shift Allowances

The Shift Allowances set out in (a) and (b) above are paid in addition to the Employee's applicable Ordinary Time Rate of Pay.

The Shift Allowances set out in (a) and (b) above are not cumulative.

Example 1

(NOTE: In the following examples any Paid Meal Break which an Employee may be entitled to during the Shift does NOT form part of the hours worked by the Employee during the Shift)

An Employee whose Ordinary Shift commences at 7.00pm on a Friday night and finishes at 6.06am on a Saturday morning will only be entitled to:

The Afternoon Work Allowance under paragraph (a) above, but only for those hours between 7.00pm and 10.00pm;

The Night Work Allowance under paragraph (a) above, but only for those hours worked from 10.00pm up to 12 midnight; and

The Saturday Allowance under paragraph (b) above, but only for those hours worked after 12 midnight.

Example 2

An Employee whose Ordinary Shift commences at 10.00pm Saturday and finishes at 6.06am Sunday will only be entitled to:

The Saturday Allowance under paragraph (b) above, but only for those hours worked up to 12 midnight; and

The Sunday Allowance under paragraph (b) above, but only for those hours worked after 12 midnight.

Example 3

An Employee whose Ordinary Shift commences at 7.00pm on a Holiday and finishes at 7.06am the next day (which is not a Saturday, Sunday or Holiday) will only be entitled to:

The Holiday allowance under paragraph (b) above, but only for those hours worked up to 12 midnight; and

The Night Work Allowance, but only for those hours worked after 12 midnight and up to 6.00am; and

No shift allowance for work from 6.00am to 7.06am.

(d) Overtime

Overtime worked by a Full Time Employee shall be paid at the rate set out in Clause 8.1 of this Part B.

An Employee is not entitled to both a shift allowance (whether for a Shift in respect of Afternoon Work, Night Work, Saturday, Sunday or Holiday) and Overtime penalty. The Employee shall be paid the higher of an applicable shift allowance or Overtime penalty.

Example 1

(NOTE: In the following examples any Paid Meal Break which an Employee may be entitled to during the Shift does NOT form part of the hours worked by the Employee during the Shift)

An Employee who works a Shift from 7.00pm on Friday Night to 8.36am Saturday morning (and whose Ordinary Shift was from 7.00pm to 6.06am) shall only be entitled to:

The Afternoon Work Allowance, but only for those hours worked up to 10.00pm;

The Night Work Allowance, but only for those hours worked after 10.00pm up to midnight

The Saturday Shift Allowance, but only for those hours worked from midnight to 6.06am Saturday morning;

The Overtime rate (time and a half) in respect of the first two hours of overtime worked, that is, from 6.06am up until 8.06am; and

The Overtime rate (double time) in respect of overtime hours in excess of two hours overtime, that is, from 8.06am up until 8.36am.

Example 2

An Employee who works a Shift from 6.00am on Sunday Morning to 9.06pm Sunday evening (and whose Ordinary Shift was 6.00am to 7.06pm) shall only be entitled to:

The Sunday Shift Allowance for all hours worked, even though the Employee is working 2 hours of overtime. This is because the Overtime rate is calculated by reference to the earnings the Employee receives under normal working conditions on a Sunday, which is the Ordinary Time Rate of Pay + 100%, which is higher than the normal Overtime rate of time and a half, and an Employee is entitled to the higher rate.

B. Part Time Employees

A Part Time Employee is an Employee, other than a Full Time Employee, engaged to work regular hours each week in accordance with a Shift Roster with a minimum engagement of 15 hours per week and a maximum engagement of 37 hours per week, excluding Paid Meal Breaks.

The Ordinary Hours of a Part Time Employee shall be worked continuously, excluding any Paid Meal Break, and shall not be less than 3 or more than 13.4 hours per Ordinary Shift.

A Shift Roster for a Part Time Employee shall set out the days and the starting and ceasing times the Part Time Employee works each week or as otherwise arranged by mutual agreement.

A Part Time Employee shall be entitled to annual leave, sick leave, jury service, bereavement leave and parental leave on a pro-rata basis calculated as follows:

$$\text{Part Time Employee's Entitlements} = \frac{\text{Part Time Employee's Ordinary Weekly Hours}}{38} \times \text{Equivalent Full Time Employee's Entitlements}$$

The Ordinary Hours of a Part Time Employee shall be paid at the applicable Ordinary Time Rate of Pay for the Employee's classification.

- (a) Monday to Friday

A Part Time Employee shall be paid the following shift allowances for Ordinary Hours worked from Monday to Friday:

Morning Work - Nil

Afternoon Work - 17.5% of the Ordinary Time Rate of Pay

Night Work - 20% of the Ordinary Time Rate of Pay

(b) Saturday, Sunday and Holidays

A Part Time Employee shall be paid the following shift allowances for Ordinary Hours (and, if applicable and subject to paragraph (d) below, for Overtime), worked on Saturday, Sunday or Holidays:

Saturday - 50% of the Ordinary Time Rate of Pay

Sunday - 100% of the Ordinary Time Rate of Pay

Holidays - 150% of the Ordinary Time Rate of Pay

The shift allowances for hours of work worked by a Part Time Employee on Saturday, Sunday or Holidays shall only apply to that part of a Shift actually worked on a Saturday, Sunday or Holiday.

(c) Interaction of Shift Allowances

The Shift Allowances set out in (a) and (b) above are paid in addition to the Employee's applicable Ordinary Time Rate of Pay.

The Shift Allowances set out in (a) and (b) above are not cumulative.

Example 1

(NOTE: In the following examples any Paid Meal Break which an Employee may be entitled to during the Shift does NOT form part of the hours worked by the Employee during the Shift)

An Employee whose Ordinary Shift commences at 10.00pm on a Friday night and finishes at 4.00am on a Saturday morning will only be entitled to:

The Night Work Allowance under paragraph (a) above, but only for those hours worked up to 12 midnight; and

The Saturday Allowance under paragraph (b) above, but only for those hours worked after 12 midnight.

Example 2

An Employee whose Ordinary Shift commences at 6.00pm Saturday and finishes at 1.00am Sunday will only be entitled to:

The Saturday Allowance under paragraph (b) above, but only for those hours worked up to 12 midnight; and

The Sunday Allowance under paragraph (b) above, but only for those hours worked after 12 midnight.

Example 3

An Employee whose Ordinary Shift commences at 11.00pm on a Holiday and finishes at 3.00am the next day (which is not a Saturday, Sunday or Holiday) will only be entitled to:

The Holiday allowance under paragraph (b) above, but only for those hours worked up to 12 midnight; and

The Night Work Allowance, but only for those hours worked after 12 midnight.

(d) Overtime

Overtime worked by a Part Time Employee, being work in excess of their Ordinary Shift, shall be paid at the rate set out in clause 8.1 of this Part B.

An Employee is not entitled to both a shift allowance (whether for a Shift in respect of an Afternoon Shift, Night Shift, Saturday, Sunday or Holiday) and Overtime penalty. The Employee shall be paid the higher of an applicable shift allowance or Overtime penalty.

8. Overtime

8.1 Full Time and Part Time Employees required to work Overtime shall be paid:

- (a) at the rate of time and one half for the first two hours and double time thereafter, calculated using the Employee's applicable Ordinary Time Rate of Pay; or
- (b) at the Employee's applicable Ordinary Time Rate of Pay plus any applicable shift allowance, whichever is the greater.

8.2 Where Overtime is necessary it shall, wherever reasonably practicable, be so arranged such that Employees have at least ten consecutive hours off duty between Shifts. An Employee who works Overtime following the cessation of his/her Ordinary Shift on one day and who has not had at least ten consecutive hours off duty between cessation of the Overtime and the commencement of his/her next Shift, shall, subject to this clause, be released after completion of such Overtime and not be required to report back to work until the Employee has had ten consecutive hours off duty. An Employee required to take time off duty to ensure compliance with this clause will be permitted to do so without loss of pay.

8.3 If, on the instruction of the Employer, such an Employee resumes work without having had ten consecutive hours off duty between Shifts, he/she shall then be paid at double time until he/she is released from duty for that period and he/she shall then be entitled to be absent until he/she has had ten consecutive hours off duty, without loss of pay.

8.4 The subclauses 8.1, 8.2 and 8.3 shall not apply when the time worked is by an arrangement between the Employees themselves, or when the rotation of Shifts has necessitated work in excess of the Ordinary Hours as part of a revised Shift Roster.

8.5 Employees may be required to work a reasonable amount of Overtime under the terms of this Award.

8.6 Meal Allowance

Employees who are required to work more than one and one half hours overtime immediately after normal ceasing time and who have not had at least 24 hours notice of the requirement to work such overtime shall be paid a meal allowance of \$12.00.

9. Rest Pauses

- 9.1 Employees who work a minimum of four consecutive hours on any day shall be entitled to a rest pause of ten minutes duration without loss of pay during the first four hours. Employees who work a minimum of eight and a half consecutive hours on any day shall be entitled to a second rest pause of ten minutes duration without loss of pay. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity in the opinion of the Employer is necessary.
- 9.2 In order to meet the requirements of the operation or maintenance of the Eastern Distributor, the Employer may direct an Employee to return to work if the Employee is taking a rest pause in accordance with clause 9.1. Should the Employer give such a direction to the Employee, the Employee shall be entitled to another rest pause in accordance with clause 9.1, but only for the length of time equal to that part of the rest pause which the Employee did not receive because of the direction of the Employer.

10. Paid Meal Break

- 10.1 Employees who work:
- (a) more than five continuous hours but less than eight and a half continuous hours shall be entitled to a Paid Meal Break of thirty minutes,
 - (b) more than eight and a half continuous hours shall be entitled to a Paid Meal Break of 42 minutes, to be taken approximately mid-way through their Shift. However, the time of taking the Paid Meal Break may be varied at any time to meet the requirements of the operation and maintenance of the Eastern Distributor.
- 10.2 In order to meet the requirements of the operation or maintenance of the Eastern Distributor, the Employer may direct an Employee to return to work if the Employee is taking a Paid Meal Break. Should the Employer give such a direction to the Employee, the Employee shall be entitled to another Paid Meal Break in accordance with clause 10.1, but only for the length of time equal to that part of the Paid Meal Break which the Employee did not receive because of the direction of the Employer.
- 10.3 In recognition of the fact that an Employee may be recalled to work during their Paid Meal Break, an Employee shall be paid at time and a half of the Ordinary Time Rate of Pay for that Employee's classification during a Paid Meal Break.
- 10.4 Despite clause 10.3, the Paid Meal Break shall not:
- (a) form part of the Ordinary Hours or Ordinary Weekly Hours of an Employee;
 - (b) be included for the purposes of calculating Overtime; and
 - (c) entitle the Employee to receive any allowance or penalty in respect of the Paid Meal Break apart from that referred to in clause 10.3.

11. Wage Increases

As set out in clause 11 of Part A.

12. Electronic Funds Transfer

As set out in clause 12 of Part A.

13. Restrictive Work Practices

As set out in clause 13 of Part A.

14. Technological Change

As set out in clause 14 of Part A.

15. Superannuation

As set out in clause 15 of Part A.

16. Annual Leave

- (a) Except as provided by this clause 16, the *Annual Holidays Act 1944* (NSW) ('Act'), or any act which replaces the Act, each as amended, shall apply.
- (b) Full Time Employees shall receive 152 hours of paid annual leave for each year of service with the Employer, to be based on the Ordinary Hours that the Employee would have otherwise worked, and payable in accordance with this clause. Part Time Employees shall receive a pro-rata entitlement calculated in accordance with the formula in clause 7B of this Part B.
- (c) Where an Employee takes a period of annual leave and a Holiday falls within that period, the Holiday shall not be included as part of the period of annual leave. Further, for the avoidance of doubt, since annual leave is based on Ordinary Hours, when an Employee takes a period of annual leave, the hours taken as annual leave:
 - (i) will include the Ordinary Hours that the Employee would have otherwise worked on a Saturday or Sunday; and
 - (ii) will not include any hours in respect of Overtime that the Employee would, or may, have otherwise worked; and the Employee will receive no payment whatsoever in respect of such Overtime.
- (d) The parties acknowledge that it is intended that work under this Part B will be carried out 24 hours a day, seven days a week. Accordingly, in addition to their entitlement to a period of leave under paragraph (b), a Full Time or Part Time Employee who is a seven day shift worker, that is, an Employee who is required under the Shift Roster to work regularly on Sundays and Holidays, shall be allowed 38 hours (for Full Time Employees), or the equivalent pro-rata entitlement calculated in accordance with the formula in clause 7B of this Part B (for Part Time Employees), paid annual leave for each year of service, to be taken, and payable, in accordance with this clause. However, if a Full Time or Part Time Employee has only served a portion of the year of employment as a seven day shift worker, this additional leave shall be one hour for every 50.4 Ordinary Hours worked as a seven day shift worker.
- (e) Any accrued entitlement of an Employee to annual leave under Part A shall be converted to an hourly entitlement calculated on the basis of one week's leave under Part A being equivalent to 38 hours (for Full Time Employees), or the equivalent pro-rata entitlement calculated in accordance with the formula in clause 7B of this Part B (for Part Time Employees), of leave under this Part B.
- (f) Except as provided by paragraph (g) below, a Full Time or Part Time Employee will be entitled to the following payments while on a period of annual leave as provided by this clause 16:
 - (i) the Employee's Ordinary Hourly Pay for each Ordinary Hour that the Employee would have otherwise worked;
 - (ii) all shift allowances (including Saturday and Sunday but not including Holiday shift allowances) calculated in accordance with clause 7 which the Employee would have received for the Ordinary Hours that the Employee would have otherwise worked; and
 - (iii) a payment for all Paid Meal Breaks which the Employee would have taken during the Ordinary Hours that the Employee would have otherwise worked.

- (g) Despite paragraph (f) above, if an Employee has at least 12 months continuous service, the Employee shall be entitled to the following payments upon taking a period of Annual Leave:
- (i) the Employee's Ordinary Hourly Pay for each Ordinary Hour that the Employee would have otherwise worked; and
 - (ii) a payment for all Paid Meal Breaks which the Employee would have taken during the Ordinary Hours that the Employee would have otherwise worked; and
 - (iii) the greater of:
 - (A) all shift allowances (including Saturday and Sunday but not including Holiday shift allowances) calculated in accordance with clause 7 which the Employee would have received for Ordinary Hours that the Employee would have otherwise worked; or
 - (B) an Annual Leave Loading of 17.5% of:
 - (i) the Employee's Ordinary Hourly Pay for each Ordinary Hour that the Employee would have otherwise worked; and
 - (ii) the payment for all Paid Meal Breaks that the Employee would have taken during the Ordinary Hours that the Employee would have otherwise worked.
- (h) Where the employment of an Employee is terminated by the Employer for a reason other than malingering, inefficiency, neglect of duty, misconduct or misappropriation, and at the time of the termination the Employee has not been given, and has not taken, the whole of the annual leave to which the Employee has become entitled, the Employee shall be paid a loading calculated in accordance with subclause 16(g)(iii)(B) above. This loading shall not be payable to an Employee upon termination except in accordance with this subclause.
- (i) An Employee must obtain the approval of the Motorway Manager before taking any period of Annual Leave.
- (j) For the purposes of this clause 16, 'Ordinary Hourly Pay' means the applicable Ordinary Time Rate of Pay for the Employee's classification at the time of taking the period of annual leave plus, where applicable, the hourly amount ordinarily received by the Employee in respect of the First Aid Allowance.

17. Sick Leave

As set out in clause 17 of Part A.

18. Long Service Leave

The *Long Service Leave Act* 1955 shall apply.

19. Jury Service

As set out in clause 19 of Part A.

20. Personal/Carer's Leave

As set out in clause 20 of Part A, except that, for the purposes of clause 20.3 - Annual leave:

- (a) the phrase 'five days in single day periods' is replaced with '38 hours against single Ordinary Shifts' in clause 20.3(a);
- (b) the phrase 'single day absences' is replaced with 'single Ordinary Shift absences' in clause 20.3(c); and

- (c) the phrase 'five consecutive annual leave days are' is replaced with '38 consecutive hours of annual leave is' in clause 20.3(c).

21. Parental Leave

As set out in clause 21 of Part A.

22. Bereavement Leave

As set out in clause 22 of Part A, except that a reference to 'day' shall be replaced by a reference to 'Ordinary Shift'.

23. Occupational Health and Safety

As set out in clause 23 of Part A.

24. Clothing

As set out in clause 24 of Part A.

25. Medical Examinations

As set out in clause 25 of Part A.

26. Training

As set out in clause 26 of Part A.

27. Alcohol and Other Drugs

As set out in clause 27 of Part A.

28. Probationary Period

As set out in clause 28 of Part A.

29. Union Procedure

As set out in clause 29 of Part A.

30. Dispute Settlement Procedures

As set out in clause 30 of Part A.

31. Anti-Discrimination

As set out in clause 31 of Part A.

APPENDIX A

Ordinary Rates of Pay

Classification	Hourly Rate of Pay as at 30/09/02	Weekly Rate of Pay as at 30/09/02	Hourly Rate of Pay as at 01/10/02	Weekly Rate of Pay as at 01/10/02	Hourly Rate of Pay as at 01/10/03	Weekly Rate of Pay as at 01/10/03	Hourly Rate of Pay as at 01/04/04	Weekly Rate of Pay as at 01/04/04	Hourly Rate of Pay as at 01/10/04	Weekly Rate of Pay as at 01/10/04	Hourly Rate of Pay as at 01/04/05	Weekly Rate of Pay as at 01/04/05
	Existing Hourly Rate of Pay	Existing Weekly Rate of Pay	Wage Increase No 1 4%	Wage Increase No 1 4%	Wage Increase No 2 2%	Wage Increase No 2 2%	Wage Increase No 3 2%	Wage Increase No 3 2%	Wage Increase No 4 2.5%	Wage Increase No 4 2.5%	Wage Increase No 5 2.5%	Wage Increase No 5 2.5%
Electronics Technician	\$21.68 Per Hour	\$823.84 Per Week	\$22.55 Per Hour	\$856.90 Per Week	\$23.00 Per Hour	\$874.00 Per Week	\$23.46 Per Hour	\$891.48 Per Week	\$24.05 Per Hour	\$913.90 Per Week	\$24.65 Per Hour	\$936.70 Per Week

Note

The Weekly Rate of Pay set out in the above table for an Electronics Technician includes an all purpose Electricians Licence Allowance.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

(1384)

SERIAL C3185**JUNEE CORRECTIONAL CENTRE - CORRECTIONAL OFFICERS -
2001 ENTERPRISE AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The GEO Group Australia Pty Ltd.

(No. IRC 1976 of 2004)

Before Commissioner Tabbaa

17 August 2004

AWARD**Arrangement**

Clause No. Subject Matter

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PART A

SECTION 1 - PRELIMINARY

1.1 Title

This Award shall be known as the Junee Correctional Centre - Correctional Officers - 2001 Enterprise Award

1.2. Award Coverage

This Award shall be binding on the Company, the employees covered under Clause 2.1 below, and the Union in connection with or incidental to the provision of correctional management services at the Junee Correctional Centre.

1.3.. Date of Operation

This Award shall operate from 23 August 2001 and shall remain in force until 21 December 2003

1.4. Award Posting

A true copy of this Award shall be exhibited in a conspicuous and convenient place on the premises of the Company so as to be easily read by employees.

1.5. Definitions

- 1.5.1 "Trainee Correctional Officer" shall mean a person who meets the qualifications of the Company and/or the New South Wales Department of Corrective Services for employment as a Trainee Correctional Officer and who is directly employed by the Company for a period of not less than (8) weeks of pre-service training in custodial correctional services.
- 1.5.2 "Probation" shall mean a period not exceeding three (3) months from the commencement of the employment relationship following completion of pre service training to carry out the duties associated with the provision of custodial correctional services within the Centre
- 1.5.3 "Correctional Officer" shall mean an employee appointed by the Company to a position covered by the classification structure provided under Clause 2.1 of this Award.
- 1.5.4 "Casual Employee" shall mean an employee who is engaged by the hour for a period not less than four (4) hours and up to a maximum of eight (8) hours for each engagement, and for less than forty (40) hours in any one week, whose appointment is made on an intermittent or irregular basis to meet unforeseen requirements for staffing and who, when so engaged for a period of work, does not acquire as a consequence of that engagement any legal entitlement to be offered any further period of employment
- 1.5.5 "Permanent employee" shall mean an employee who is appointed on an ongoing basis with no conditions being placed on the tenure of the employment
- 1.5.6 "Permanent Part Time Employee" shall mean an employee appointed on a continuing basis to work an agreed number of ordinary time hours per week, being not less than an average of 16 ordinary time hours and not more than an average of 39 ordinary time hours per week, such times to be averaged over a six week period.
- 1.5.7 "Full Time Employee" shall mean an employee engaged to work an average of forty (40) hours per week during not more than an average of five (5) shifts per week
- 1.5.8 "Fixed Term" means an appointment for a specified period or to fulfil a specified task of limited duration.
- 1.5.9 "Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, industrial organisation of employees
- 1.5.10 "Company" means The GEO Group Australia Pty Ltd
- 1.5.11 "TUTA" means the Trade Union Training Authority or such other Union training as agreed to by the parties.

1.6. No Extra Claims

The parties to this Award undertake not to pursue any further claims for wage increases or changes to conditions of employment whether award or over award during the nominal life of this Award/Agreement including but not limited to any increases in terms and conditions made available under any State Wage Case Decision.

1.7. Leave Reserved

Leave is reserved for the assessment by the Commission on the application of either party of the requirement existing in clause 2.1.2 for the completion of Certificate III in Correctional Practice within 12 months of engagement or equivalent pro-rata period for part time/casual employees.

SECTION 2 - WAGES AND CONDITIONS OF EMPLOYMENT

2.1. Classification Structure

Employees employed under the provisions of this Award shall be appointed as either a Trainee Correctional Officer, Correctional Officer One, Correctional Officer Two, Correctional Officer Three or Correctional Supervisor. Correctional Officers One, Two, and Three and Correctional Supervisors shall be required to carry out the duties and responsibilities included in the generic duty statements attached to this Award as Schedule One, to the extent which is appropriate for the particular employee's training and experience.

2.1.1 Trainee Correctional Officers shall be directly employed by the Company for a period of not less than eight (8) weeks for the purpose of undertaking pre-service training in custodial correctional services. Persons appointed to this level shall be required to meet the qualifications of the Company and/or of the New South Wales Department of Corrective Services for engagement as a Trainee Correctional Officer.

2.1.2 Correctional Officer One:

2.1.2.1 Initial employment as a Correctional Officer will normally be to the first step of this level and during the next three months of any such appointment the employee's employment will normally be on a probationary basis, in accordance with the provisions of the Junee Correctional Centre - Correctional Officers - 2001 Enterprise Award covering probationary employees.

2.1.2.2 In the case of employees who hold acceptable qualifications at the time of engagement, or may have suitable experience, the requirement to complete a probationary period may be waived, in whole or in part, at the discretion of the Company

2.1.2.3 Appointments to this level should be subject to the person having successfully completed the pre service training provided by the Company to a Trainee Correctional Officer, or to the person having had training and/or experience deemed by the Company to be equivalent to that provided by the Company to a Trainee Correctional Officer.

2.1.2.4 An employee at this level shall be required, during the course of their employment to undertake the training specified and shall carry out the duties of a Correctional Officer as specified in Schedule 1 of this Award under regular supervision.

2.1.2.5 A full time employee appointed to this level will be required to complete Certificate III in Correctional Practice within 12 months of engagement. A part-time/casual employee will be required to complete certificate III in Correctional Practice within the pro-rata equivalent of 12 months of full time service with The GEO Group Australia Pty Ltd.

2.1.3 Correctional Officer Two:

2.1.3.1 A full time employee appointed to this level must have completed Certificate III in Correctional Practice.

2.1.3.2 Notwithstanding the above paragraph an appointment may be made by the Company to the classification of Correctional Officer Two where the appointee holds qualifications and/or experience deemed by the Company to be appropriate for such appointment.

2.1.3.3 An employee who is classified as a Correctional Officer One and who has completed the required 12 months service with The GEO Group Australia Pty Ltd and is denied

promotion to the Correctional Officer Two level shall have access to an appropriate appeals procedure.

- 2.1.3.4 An employee at this level shall carry out the duties of a Correctional Officer as specified in Schedule 1 of this Award.

2.1.4 Correctional Officer Three:

- 2.1.4.1 Appointment to this level is conditional upon an employee who has completed one year of continual satisfactory service with The GEO Group Australia Pty Ltd as a Correctional Officer Two.

- 2.1.4.2 Notwithstanding the above paragraph an appointment may be made by the Company to the classification of Correctional Officer Three where the appointee holds qualifications and/or experience deemed by the Company to be appropriate for such appointment.

- 2.1.4.3 An employee at this level shall carry out the duties of a Correctional Officer as specified in Schedule 1 of this Award An employee

2.1.5 Correctional Supervisor:

- 2.1.5.1 Appointment to this level shall be subject to the existence of a vacancy and to the Company being satisfied that the employee has had sufficient experience and meritorious service to warrant such appointment and has successfully completed Certificate III in Correctional Practice.

- 2.1.5.2 All appointments will be made in accordance with the Company' merit selection and EEO policies and shall normally be subject to the person having successfully completed the training and having passed the examinations determined by the Company from time to time to be appropriate for this level, which training will comprise the Company's Supervisor's Course and Certificate IV in Correctional Practice, to be completed within 12 months of appointment. Provided further that in determining what training is appropriate and what examinations are to be set the Company shall have regard only to the requirements of the job and shall not set standards which are inappropriate or which are so high as to be practically unattainable by relevant employees at Junee Correctional Centre.

- 2.1.5.3 An employee at this level shall carry out the duties of a Correctional Supervisor as specified in Schedule 1 of this Award.

2.2. Wages

- 2.2.1 Basic Wage: This Award in so far as it fixes rates of wages, is made by reference and in relation to the adult basic wage of \$121.40 per week. The said basic wage may be varied by the Commission under subclause (2) of Clause 14 of Division 4 of Part 2 of Schedule 4, Savings, Transitional and Other Provisions of the *Industrial Relations Act 1996*. A reference in this Award to the adult basic wage is to be read as a reference to the adult basic wage currently in force under the said Clause 15.

- 2.2.2 Penalty Rates and Loadings: the rates of pay prescribed in Table 1 of Part B - Rates of Pay, - of this Award constitute an annualised salary based on a 40 hour week and are inclusive of a component in lieu of weekend penalties, shift allowances and annual leave loading, and no additional penalties and/or loadings are payable in relation to these matters.

- 2.2.3 Payment of Wages: wages shall be paid on a fortnightly basis, not later than close of business on Wednesday, by way of Electronic Funds Transfer into a nominated bank, cheque or cash account at the discretion of the Company. In the event of payment by cheque, the Company shall issue to the employee such cheque on or before close of business on Wednesday of the week such payment is normally made.

2.4. Contract of Employment:

- 2.4.1 Full Time Employees: full time employees employed within the classifications covered by this Award shall be paid the rate of pay as prescribed in Table 1 of Part B - Rates of Pay, - of this Award.
- 2.4.2 Part Time Employees:
- 2.4.2.1. Ordinary Time Rate of Pay: part time employees shall be paid, for each hour of ordinary time worked, 1/40th of the weekly rate for the relevant classification prescribed under Table 1 of Part 2 of this Award.
 - 2.4.2.2. Pro-rata Leave Entitlements: part time employees shall be entitled to pro-rata annual, sick and long service entitlements, as prescribed by this Award, calculated in accordance with the proportion of full time employee's hours they so work.
 - 2.4.2.3. Other Award Provisions: subject to the provisions of subclause 2.4.2.1 and 2.4.2.2 above, all other provisions of the Award applicable to full time permanent employees shall apply equally to part time employees.
- 2.4.3 Fixed Term: An employee may be appointed to a full-time or part-time position for a specified period or to fulfil a specified task of limited duration, and in such cases the employee's appointment shall terminate at the end of the specified period or on completion of the specified task. Provided that nothing in this clause shall be read as preventing a fixed term employee from applying for and being appointed to a continuing position during the term of their fixed term appointment.
- 2.4.4 Casual Employees
- 2.4.4.1 Ordinary Time Rate of Pay: casual employees shall be paid, for each hour of ordinary time worked, 1/40th of the weekly rate for the relevant classification level prescribed under Table 1 of Part 2 of this Award, plus a casual loading of 15%.
 - 2.4.4.2 Pay-in-Lieu of Annual Leave: in addition to the amount prescribed under Clause 2.4.4.1 casual employees shall be paid an amount equal to 1/12 of the casual ordinary time hourly rate for each hour of ordinary time worked, in accordance with the provisions of the Annual Leave Act applicable to casual employees.
 - 2.4.4.3 Ordinary Time Hours of Work for casual employees shall be less than 40 hours per week including paid meal break.
 - 2.4.4.4 Ratio of Casual to Permanent Employees: The ratio of casuals to permanent employees to be 15:100 and no new casuals are to be recruited until that ratio is achieved.
 - 2.4.4.5 Permanent Employees to be sourced from June casual pool: Full time permanent positions that become available will be filled from the casual pool of employees, which are on the company's payroll as at 25 June, 2002, on the basis of 12-hour shifts.
- 2.4.5 Variation of Hours - Permanent Employees: the hours per week for which a weekly employee is engaged shall constitute a term of the employee's contract of employment and shall only be varied in accordance with the law governing variation of such contracts.
- 2.4.6 Probation:
- 2.4.6.1 Appointment: person who has successfully completed the Company's pre-service training may be appointed as a continuing full time or part time employee for a probationary

period not exceeding three (3) months, to carry out the duties associated with the provision of custodial correctional services within the Centre.

2.4.6.2 Prior Casual Employment: a person who has successfully completed the Company's pre-service training may also be offered casual employment within the provisions of this Award. In such cases, if the employee is subsequently appointed to a continuing position then the maximum probationary period shall be reduced by one week for each 40 hours of services as a casual employee.

2.4.6.3 Performance Reports: during the probationary period each probationary employee's performance will be continually monitored and any deficiency will be brought to the attention of the employee, and the employee shall be advised as to what changes are required in his/her performance in order to correct the deficiency.

2.4.7 Trainee Correctional Officer:

2.4.7.1 Appointment: a person who meets the qualifications of the Company and/or the New South Wales Department of Corrective Services for employment as a Trainee Correctional Officer may be directly employed by the Company for a period of not less than (8) weeks of pre-service training in custodial correctional services.

2.4.7.2 Ordinary Time Rate of Pay: Trainee Correctional Officers who are engaged within the coverage of this Award shall be paid the rate of pay as prescribed for such employees in Table 1 of Part B - Rates of Pay - of this Award.

2.4.8 Use of Available Skills:

2.4.8.1 The Company may direct an employee to carry out such duties as are reasonable within the limits of the employee's skill, competence and training.

2.4.8.2 The Company 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 (where relevant).

2.4.8.3 Any direction issued by the Company pursuant to clauses 2.4.8.1 and 2.4.8.2 shall be consistent with the Company's responsibilities to provide a safe and healthy working environment.

2.5. Staffing Levels - Occupational Healthy and Safety Requirements.

Legal Obligations: The Company shall meet its legal duty under the Occupational Health and Safety Act to provide a safe place of work for its employees and shall staff the facility accordingly.

2.6. Hours of Work

2.6.1 Ordinary Hours: Unless otherwise agreed pursuant to Clause 2.6.2 Ordinary Hours Work, including paid meal breaks, shall be eight (8) hours, or twelve (12) hours, in any one day and not more than an average of forty (40) per week, averaged over a six week period, and shall be worked continuously.

2.6.2 Variation of Full Time Ordinary Hours: By mutual agreement between the parties to this Award, ordinary hours of work other than eight (8) hours or twelve (12) hours per day (not to exceed 12 hours per shift) including paid meal breaks, may be worked with maximum of two hundred and forty (240) ordinary hours over a six (6) week period.

2.6.3 Rosters:

2.6.3.1 The ordinary working hours of employees shall be worked in accordance with a roster established by a committee comprised of two (2) management and two (2) employee

representatives. A copy of this roster shall be posted in a conspicuous place accessible to employees. The roster shall allow each employee two whole consecutive days off in each week, provided that in lieu of two whole days off in each week, an employee may be allowed in each fortnightly period either one day off in one week and three consecutive days off in the other week or four consecutive days off, provided further that two consecutive days off, one at the end of one week and one at the beginning of the following week, may be counted as meeting the requirements of this Clause. Unless otherwise agreed, an employee shall not be required to work more than seven (7) shifts on consecutive days in any fortnightly period.

- 2.6.3.2 The Company is required to facilitate partners working on the same shift:
- 2.6.3.2.1 if requested
 - 2.6.3.2.2 not as superior/subordinate in the same department; and
 - 2.6.3.2.3 provided there is no abuse of that privilege by the individuals involved
- 2.6.4 Commencement and Cessation of Duty: Correctional Officers shall start and cease duty in the muster room at the Junee Correctional Centre or as otherwise designated by the General Manager, provided that where there is a requirement for employees to work away from the Centre they may start and cease work at such locations. Travelling time in excess of that normally required to report for work at the Junee Correctional Centre to and from such locations shall be counted as time worked. Officers shall receive advance notification of a requirement to start and cease away from the Centre and the period of time during which such employees are required to do so shall be stipulated.
- 2.6.5 Training on Rostered Days Off: An employee who volunteers for training on his or her rostered day off shall be paid during that training period at ordinary time. An employee who is required to attend training courses on his or her rostered day off shall be paid at the rate of time and half with minimum payment of three (3) hours or shall be given equal time off (ie at the rate of one and a half hours off for every hour of training) within the following ten days.
- 2.6.6 Employees Exempted from 12 hour shift: Following a trial of shifts of twelve ordinary hours which commenced on 28 June 2002 and concluded on 17 August 2004, it is agreed all permanent employees, except those identified in Schedule 2 to this Award, may be required by the employer to work shifts of either eight or twelve ordinary hours duration.
- 2.6.6.1 Employees identified in Schedule 2 all commenced permanent employment prior to 28 June 2002 and have been exempted due to individual circumstances.
 - 2.6.6.2 The employer will wherever possible accommodate a request from an employee identified in Schedule 2 to transfer to twelve hour shifts. Once such a request has been made and granted, a return to shifts of eight ordinary hours may occur only by agreement of the parties.
 - 2.6.6.3 Any employee identified through the process set out in subclause 2.6.6.2 as not wishing to work shifts of greater than eight (8) ordinary hours duration will have their circumstances reviewed by a committee, to be known as the "Eight Hour Committee". That committee will be comprised of one (1) management, one (1) employee, and one (1) independent person
 - 2.6.6.4 The union may, on behalf of any employee who disputes the recommendation made by that committee, have that recommendation reviewed by the Industrial Relations Commission pursuant to the provisions of clause 4.7 Disputes/Grievance Procedure of this award.

- 2.6.6.5 An employee who requests a review by the Industrial Relations Commission pursuant to subclause 2.6.6.4 will not be required to work shifts of greater than eight (8) ordinary hours duration whilst the matter is before the Industrial Relations Commission.
- 2.6.6.6 The Eight Hour Committee shall cease to operate once all outstanding issues before the committee are resolved.
- 2.6.6.7 An employee who is not rostered to work shifts of twelve (12) ordinary hours, and who subsequently requests to be transferred to twelve (12) hour shifts, will have that request facilitated, subject to availability of positions.

2.7. Overtime

- 2.7.1 Overtime Loading - Permanent Employees: subject to the provisions of subclauses 2.7.4 and 2.7.5 all time worked by permanent employees in excess of ordinary hours of duty shall be paid for at the rate of time and a half.
- 2.7.2 Overtime Loading - Casual Employees: Except as set forth in Clause 2.7.5. all work performed by a casual in excess of a full shift in any one day shall be paid for at the rate of time and one half.
- 2.7.3 Meal Allowance on Overtime: An employee required to continue working for more than four (4) hours after the cessation of ordinary duty shall be provided with a reasonable meal by the Company or be paid an allowance as prescribed under Item 1 of Table 2 of Part B - Rates of Pay, - of this Award.
- 2.7.4 Call Back: An employee recalled from home to perform duty after completing a full shift or on any leave day or off duty day shall be paid at the rate of time one half for such duty with minimum payment of three (3) hours.
- 2.7.5 Pre-Shift Briefing: Where the Company requires that an Employee report to the muster room for briefing and the transfer of equipment prior to the commencement of his or her shift, such briefing will be carried out at no extra cost to the Company provided the briefing time does not exceed 10 minutes. If the Company requests the employee to report to the muster room for briefing more than 10 minutes prior to the commencement of the employee's shift, the employee shall be entitled to overtime pay for such excess time.
- 2.7.6 Post Shift Delays: Officers who are required by the Company, on the direction of the Shift Management or other authorised person, to remain on site for any reason whatsoever after the rostered end of their shift shall be paid overtime rates for each quarter hour or part thereof for which they are required to remain on site.
- 2.7.7 Late Arrivals: Officers who arrive after the commencement of their rostered shift may be directed to remain on duty until completing the normal number of hours for that shift or may have payment deducted for each quarter hour or part thereof for which they are late.

2.8. Minimum Break

An employee who works so much overtime between the termination or ordinary work on one day and the commencement of ordinary work on the next day that such employee has not had at least eight (8) hours off duty between those times, shall, subject to this subclause, be released after the completion of such overtime until the employee has had eight (8) hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the employer such an employee resumes or continues work without having had eight (8) hours off duty the employee shall be paid at double ordinary time until released from duty for eight (8) hours and such employee shall then be entitled to be absent until the employee has had eight (8) hours off duty without loss of pay for ordinary working time occurring during such absence.

2.9. Performance of Higher Duties

- 2.9.1 **Developmental/Training Prerequisite:** An Officer may be required to perform an aggregate of up to fifty six (56) hours of work at a level above their current classification level without additional payment, for the purposes of becoming familiar with the duties required at the higher classification level.
- 2.9.2 **Higher Duties Allowance:** subject to subclause 2.9.1. above, an Officer called on to perform work at a level above their current classification level shall be paid the rate prescribed for such higher classification level under Table 1 of Part B - Rates Pay, - of this Award for all work so performed.

2.10. Termination of Employment

Full-time and part-time permanent employees - Termination by Company

- 2.10.1.1 An employee may be summarily dismissed for serious misconduct, being conduct by the employee of such a nature as would constitute a repudiation by the employee of his or her contract of employment, including but not limited to serious or wilful misconduct, dishonesty, drunkenness, insubordination, or other similar major breach of rules or standards. In such cases the employee shall be entitled only to all salary and holiday pay due to the employee up to the time of such dismissal.
- 2.10.1.2 Except in the case of summary dismissal for misconduct as provided for in paragraph 2.10.1.1 above, and/or (in the case of redundancy) except to the extent that more beneficial entitlements arise under SECTION 5 - REDUNDANCY PROVISIONS - of this Award, the Company will give the following notice of termination to permanent employees:

Period of Continuous Service	Period of Notice
Less than 1 Year	1 Week
1 Year but less than 3 years	2 Weeks
3 Years but less than 5 years	3 Weeks
5 Years and over	4 Weeks

Provided that where an employee has had greater than two (2) years continuous service with the Company and is over 45 years of age an additional one (1) week's notice will be provided.

- 2.10.1.3 Payment may be made in lieu of all or part of the notice prescribed in paragraph 2.10.1.2 above.
- 2.10.2 **Termination of employment by a Permanent Employee:** Where a permanent employee terminates his/her employment at his/her own discretion, the employee is required to provide the Company with one (1) week's written notice of termination or to forfeit one week's pay in lieu of the said notice.
- 2.10.3 **Probationary Correctional Officer:** Either party may terminate the employment of a Probationary Correctional Officer by giving not less than one (1) week's prior written notice, or by the payment or forfeiture (as the case may be) of one (1) week's pay in lieu of the said notice.
- 2.10.4 **Trainee Correctional Officer:** Either party may terminate the employment of a Trainee Correctional Officer by giving not less than two (2) day's prior written notice, or by the payment or forfeiture (as the case may be) of two (2) day's pay in lieu of the said notice.
- 2.10.5 **Casual Correctional Officer:** Either party may terminate the employment of a Casual Correctional Officer by giving not less than one (1) hour's notice, or by the payment or forfeiture (as the case may be) of one (1) hour's pay in lieu of the said notice.

- 2.10.6 Certificate of Service: On the termination of employment the Company shall, at the request of the employee, give such employee a statement signed by the Company stating the period of employment, the class of work employed upon and when the employment terminated.

2.12. Meal Breaks

- 2.12.1 All employees required to work a shift of more than four (4) hours shall be allowed a paid break of not less than thirty (30) minutes for a meal during each day, to be taken at a time established by the employee's supervisor, but not sooner than four (4) nor later than six (6) hours after the commencement of work
- 2.12.2 Employees working shifts of twelve (12) ordinary hours duration shall be entitled to two (2) thirty (30) minute paid crib breaks, which may be staggered, and shall be between the third (3rd) and fifth (5th), and eighth (8th) and tenth (10th) hours following commencement of the shift
- 2.12.3 Whenever possible Meal and Crib breaks shall be taken away from inmates, however, the provision of a free meal should remain the norm in circumstances where an officer is required to remain at his/her workplace through their meal break.
- 2.12.4 Where an officer working a 12 hour shift is required to remain at his/her post on more than one occasion in any given calendar month or, if the rosters are monthly, then on more than one occasion during that roster period, that officer would be entitled to receive payment of time and one half ordinary time rate for the duration of that meal break.
- 2.12.5 The penalty rate would be single ordinary time rate for pay for the duration of that meal break for an officer, in similar circumstances, working an 8 hour shift.

2.13. Rest Pauses

- 2.13.1 Full time employees shall be entitled to a rest pause of ten-(10) minute's duration in the Company's time in the first and second half of their daily work. No deduction of pay shall be made for each rest pause so taken.
- 2.13.2 Part time or casual employees engaged for a period of not more than four (4) hours shall be entitled to a rest pause of ten (10) minutes duration in the Company's time.
- 2.13.3 Part time or casual employees engaged for a period of more than four (4) hours and up to a full shift shall be entitled to a rest pause of ten (10) minute's duration in the Company's time in the first and second half of his or her engagement.
- 2.13.4 When taken: rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary.

2.14. Benevolent Fund

- 2.14.1 Where an Officer has provided written authority to permit such deductions, the Company shall deduct from such Officers wages each pay period the amount specified in Item 2 of Table 3 of Part B - Rates of Pay, - of this Award, and shall pay that amount into an approved benevolent fund established for this purpose under the provisions of this Award.
- 2.14.2 For the purposes of this Clause, the Joint Consultative Committee (established under the provisions of this Award) shall be responsible for developing rules acceptable to the Union and the Company allowing for the introduction of the benevolent fund. This fund shall be used to support injured or ill Officers who are temporarily without income, and shall recoup the amounts so provided when the Officer again has access to an income. The rules drawn up pursuant to this subclause shall be subject to approval of a majority of the Members of the Union employed by the Company at the time that the fund is established.

2.14.3 The Company shall incur no liability as a result of the introduction of the Benevolent Fund.

2.15. Occupational Superannuation

Employees shall be entitled to Occupational Superannuation in accordance with the provisions of the *Occupational Superannuation Guarantee (Administrative) Act 1992*. Employee contributions shall be made to the Australian Retirement Fund in accordance with the rules of that Fund, including those rules relating to when payments must be made. The company will facilitate salary sacrifice arrangements for employees making personal superannuation contributions to the Australian Retirement Fund on request of such employee.

2.16. Travelling Time and Expenses

2.16.1 Employees travelling under the instructions of the Company shall be deemed to be working while travelling so far as they may be travelling during ordinary hours of duty.

2.16.2 All reasonable fares incurred by an employee whilst travelling on the Company's business shall be paid by the company. The fares allowed shall be:

2.16.2.1 On passenger coaches - normal fare:

2.16.2.2 On trains - first class (with sleeping berth if available): and

2.16.2.3 On passenger aircraft - economy class.

2.16.3 An employee who is required by the Company, within his ordinary working hours to travel in excess of ten kilometres from the location where he is usually employed, shall be allowed reasonable return fares.

2.16.4 If an employee is required in the course of his or her work to remain away from home overnight, he or she shall be reimbursed by the Company for all reasonable expenses actually incurred in obtaining board and accommodation. The Company reserves the right to make the necessary arrangements on behalf of the employee and to pay the provider direct.

2.16.5 A permanent employee who is required by the Company to commence and cease work at other than the Junee Correctional Centre shall, in addition to all other entitlements, be paid for all time in excess of that normally taken to travel between his or her residence and the Junee Correctional Centre at ordinary time. In addition, if an employee uses his or her own vehicle, such employee shall be paid for all excess travelling at the rate prescribed from time to time by the Commissioner of Taxation. The per diem rate for meals, as prescribed above in Clause 2.16.4 may be payable.

2.16.6 An employee who is requested to perform his/her duty away from the facility, such as undertaking escorts, shall be entitled to a per diem meal allowance if they are on duty away from the facility during meal times, at the rates prescribed under Items 2 to 4 Table 2 of Part B - Rates of Pay, Etc - of this award, and shall be varied in future in line with the relevant Australian Taxation Office determinations. For the purpose of the Clause only, meal times are defined as:

2.16.6.1 Breakfast between 6:00am and 8:00am

2.16.6.2 Lunch between 12:00 noon and 2:00pm

2.16.6.3 Dinner after 6:00pm

2.16.6.4 An employee working twelve hour shifts and engaged on escort duties away from the Correctional Centre during the nightshift will receive an additional "B Watch" meal allowance (as specified in Table 2 - Allowances).

2.17. Uniforms

A corporate uniform as specified in the Corporate Policy and Procedures, and agreed between the parties, will be required to be worn by all Correctional Officers.

PART A

SECTION 3 - LEAVE

3.1. Annual Leave

- 3.1.1 Employees covered hereunder shall be entitled to annual leave in accordance with the provisions of the *NSW Annual Holiday Act 1944*.
- 3.1.2 In addition to the leave provided under 3.1.1 above, employees in their second and subsequent years of employment shall be entitled to an additional weeks' annual leave during each such year of employment, or to a pro-rata amount of additional leave for any such period of employment which is less than a complete year.
- 3.1.3 An employee shall be able to apply for annual leave not less than six months before the employee wishes to take such leave. Provided further that up to five days annual leave may be taken as single day absences where the employee has provided 48 hours notice as required or a lesser period of notice if agreed to by the employer. A minimum of two weeks annual leave may be accrued at the request of the employee or any other amount with the consent of the employer.

3.2. Public Holidays:

- 3.2.1 The days observed as New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day(s) proclaimed as public holidays for the State of New South Wales shall be public holidays hereunder.
- 3.2.2 All work done by an employee on public holidays shall be paid for at the rate of double time and half.
- 3.2.3 Should any of the public holidays mentioned in Clause 3.2.1 fall on a day on which an employee is rostered off duty, such employee shall, in lieu of such holiday, be entitled to either payment of an additional 8 hours pay or the addition of an extra 8 hours to his or her annual leave entitlement.
- 3.2.4 Where an employee is rostered to work on any of the aforesaid public holidays he or she may by mutual agreement elect to be paid at his/her ordinary rate of pay for the work performed on that holiday and have one and a half extra days added to his or her annual leave. The option of adding an extra day and one half to their annual leave may only be exercised on five separate occasions in any one year of employment.
- 3.2.5 For the purposes of subclause 3.2.4, a day shall be regarded as the number of ordinary hours worked on the public holiday in question.

3.3. Long Service Leave

All employees covered by this Award shall be entitled to long service leave on full pay, subject to and in accordance with the provisions of the *Long Service Act 1955*, as amended.

3.4. Sick Leave

- 3.4.1 During the first year of employment with the Company, every employee other than a casual employee shall be entitled to sixty-four (64) hours sick leave. Beginning on the first anniversary of employment, and upon each succeeding anniversary thereafter, every employee other than a casual employee shall be

entitled to not less than eighty (80) hours sick leave for the year beginning on such anniversary date. Part time employees are entitled to sick leave described in this Clause on a pro-rata basis.

- 3.4.2 Subject to the provisions of clauses 3.4.3 and 3.4.4 every employee, absent from work through illness for two or more days, shall, on the production of a certificate from a duly qualified medical practitioner (or other evidence to the satisfaction of the Company) specifying the period or approximate period during which the employee will be unable to work, and subject to the Company being promptly notified, become entitled to payment in full for all time he or she is so absent from work.
- 3.4.3 Sick leave shall be cumulative, but unless the Company and employee otherwise agree, no employee shall be entitled to receive, and the Company shall not be bound to make payment for more than thirteen (13) weeks absence from work through illness in any one year.
- 3.4.4 The continuity of employment of an employee with the Company for sick leave accumulation purposes shall be deemed to be not broken by any of the following:
- 3.4.4.1 absence from work on leave without pay granted by the Company
- 3.4.4.2 the employee having been dismissed or stood down by the Company, or the employee having himself terminated his employment with the Company for any period not exceeding three months; provided that the employee shall have been re-employed by the Company.
- 3.4.5 The period during which the employment of the employee with the Company shall have been interrupted or determined in any of the circumstances mentioned in paragraph 3.4.4 hereof shall not be taken into account in calculating the period of employment of the employee with the Company
- 3.4.6 Where the Company has a concern over a pattern of regular absences then the Company shall have the right to refer the employee involved to the Centre's Medical Officer and/or to require medical certificates per Clause 3.4.2 for any further absences of any length.
- 3.4.7 Employees who take sick leave on either Saturday, Sunday or public holidays or a day immediately preceding or succeeding a public holiday or rostered day off shall be required to produce a medical certificate and/or personal declaration for such period of absence.

3.5. Bereavement Leave

- (i) An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay, up to and including the day of the funeral, on each occasion of the death of a person prescribed in subclause (iii) of this clause. Provided that where the death of a person as defined occurs outside Australia, one days leave without loss of ordinary pay shall be allowed. Provided that such leave shall be extended to two days where an employee travels overseas to attend the funeral.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in clause 3.6 State Personal/Carer's Leave Case - August 1996 provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under the said clause 3.6. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

3.6. Family Leave

3.6.1 Use of Sick Leave

3.6.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph 3.6.2.2 through 3.6.2.6 of paragraph 3.6.2, 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 3.4, 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.

3.6.1.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

3.6.2 The entitlement to use sick leave in accordance with this subclause is subject to:

3.6.2.1 the employee being responsible for the care of the person concerned; and the person concerned being:

3.6.2.2 a spouse of the employee; or

3.6.2.3 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

3.6.2.4 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

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

3.6.2.6 a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:

(i) "relative" means a person related by blood, marriage or affinity;

(ii) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

(iii) "household" means a family group living in the same domestic dwelling.

3.6.3 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.

3.6.4 Unpaid Leave for Family Purpose

(i) 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.

3.6.5 Annual Leave

- (i) 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.
- (ii) 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.

3.6.6 Time Off in Lieu of Payment for Overtime

- (i) 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 3 months of the said election.
- (ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (iii) If, having elected to take time as leave in accordance with paragraph (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.
- (iv) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

3.6.7 Make-up Time

- (i) 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.
- (ii) 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.

3.7. Parental Leave

Employees shall be entitled to unpaid parental leave in accordance with the provisions of Division 1 of Part 2 of Chapter 2 of the *New South Wales Industrial Relations Act 1996*.

3.8. Jury Leave

An employee shall be allowed leave of absence during any period when required to attend for jury service. During such leave of absence, an employee shall be paid the difference between the jury service fees received and the normal ordinary rate of pay as if working. An employee shall be required to produce to the Company proof of jury service fees received and proof of the requirement to attend and attendance on jury service and shall give the Company notice of such requirement as soon as practicable after receiving notification to attend for jury service.

3.9. Special Leave

When an employee has completed a 6 month period of permanent full time continuous service with no sick leave absences from duty in that time, he or she shall be eligible to apply for one paid day of leave.

3.10. Tuta Leave

Upon the written application by an employee, or of the Union on behalf of an employee, to the Company and giving the Company two (2) months notice, such employee shall be granted up to (5) working days non-cumulative leave each calendar year on ordinary pay (exclusive of any disability allowances), to attend courses and/or seminars conducted by TUTA. The granting of such leave shall be subject to the following conditions:

- 3.10.1 An employee must have had at least twelve (12) months service with the Company prior to such leave being granted;
- 3.10.2 The maximum number of employees attending a TUTA course or seminar at the same time will be three (3)
- 3.10.3 The taking of TUTA leave shall be arranged so as to minimise any adverse effect on the Company's operation. Where the Company approaches the Union and demonstrates genuine difficulties with respect to the release of a particular employee at a particular time (including where the Company may have previously advised of its ability to release such employee) the Union will not unnecessarily press its request for the release of that employee at that time. If the matter is not amicably resolved, it shall be processed in accordance with the provisions of Clause 4.7 of this Award;
- 3.10.4 The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations, industrial efficiency and workplaces issues within the Company's operations;
- 3.10.5 In granting such paid leave the Company is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee
- 3.10.6 Leave granted to attend TUTA courses will not incur additional payment if such course coincides with an employee's rostered day off
- 3.10.7 The taking of TUTA leave will not affect other leave granted to employees under this Award, nor shall it adversely affect the employee's service for the calculation of leave entitlements.

3.11. Court Leave

An employee who is subpoenaed to be a witness in any Court proceedings arising out of their employment with the Company shall retain any witness fees and/or travelling costs awarded by the Court and, in addition, shall be recompensed as follows:

- 3.11.1 When rostered on duty: payment for the period of absence in accordance with the employee's usual rostered duties;
- 3.11.2 When rostered off duty: an alternative day off shall be granted in lieu of the rostered day off on which the employee attended Court, within the following month.

3.12. Military Leave

Unpaid leave not exceeding two weeks in any one year will be granted by the General Manager of the facility, to employees who are members of the Defence Force Reserves for the purpose of undergoing training or equivalent continuous duty. Operational and staffing requirements will take priority; however, all efforts will be made to accommodate leave requests. Copies of military orders will be required to support such leave.

PART A

SECTION 4 - WORKPLACE INDUSTRIAL RELATIONS

4.1. Freedom from Victimisation

The Company shall not victimise an employee or prospective employee because that person:

- 4.1.1 is a Member of the Union or expresses an intention to become a member of the Union;

- 4.1.2 seeks the assistance of the Union in claiming a benefit to which the person is entitled under this Award and/or under any industrial legislation;
- 4.1.3 informs the Union of any alleged breach of this Award and/or of any industrial legislation;
- 4.1.4 assists the Union at any Court or Commission proceedings related to this Award.

4.2. Union Delegates

The Company shall recognise any duly accredited Delegate/s of the Union where it is advised by the Union that the person concerned has been elected/appointed as a Delegate/s in accordance with the rules of the Union, and shall afford such Delegate/s reasonable assistance in carrying out their Union duties and functions. In electing delegate/s employees shall be mindful of the percentage representation of women within the correctional workforce and where possible shall ensure that women delegate/s are encouraged.

4.3. Commitment to Training and Careers

The parties to this Enterprise Award are committed to continuing and upgrading the training provided to employees. It is agreed that the parties will co-operate in ensuring that such training is maintained and improved, this may encompass the alignment of identified skills/competencies to a particular classification as defined in Clause 1.5. "Definitions" of this Award. The parties are also committed to enhancing the career opportunities and job security of employees in such industry.

4.4. Co-Operation and Commitment to Productivity Improvement

The parties to this Enterprise Award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the enterprise covered by this Enterprise Award. Participation in productivity improvements includes assisting in the development and implementation of management systems for facility accreditation, ISO 2000.

4.5. Joint Workplace Consultative Committee (JCC)

- 4.5.1 Membership: A Joint Consultative Committee shall be established consisting of five persons elected by the employees covered by this award plus an Officer of the Union, plus a Senior Manager nominated by the General Manager, plus three other persons appointed by the management of Junee Correctional Centre.
- 4.5.2 Authority: Decisions and/or recommendations of the JCC shall be advisory only, and shall not be binding upon the parties to this Award. However, in the event that a JCC recommendation is not accepted and/or is not implemented by a party or by the parties to this Award then the JCC shall report to that effect to such supervisory body as has authority to deal with the matter and as the JCC determines is appropriate in the circumstances of the particular case. Any proposal or recommendation made by the JCC shall be documented and shall incorporate a review period.
- 4.5.3 Meetings: The JCC shall meet on a monthly basis, plus on such additional occasions as the JCC may itself determine is necessary.
- 4.5.4 Responsibility: The JCC shall be responsible for investigating local workplace issues including the application and implementation of employment conditions prescribed by this Award, and for suggesting such changes in operating procedures as the JCC may determine are appropriate. In particular the JCC will be responsible for developing rules and procedures which are acceptable to the Union and the Company and which are designed to:
 - 4.5.4.1 find acceptable methods of reducing the causes and effects of employee absenteeism, and ensure that this matter is considered at each meeting and that it remains on the agenda until it is resolved.
 - 4.5.4.2 allow the JCC to provide positive input into Occupational Health & Safety Matters.

- 4.5.4.3 Provide an appeals procedure for employees who are refused progression within their classification level and/or for cases where an employee who has the necessary training and experience is refused promotion to a vacant position in a classification level above his/her current level.
 - 4.5.4.4 Ensure that the training which is required for promotion between classification levels is genuinely accessible to all employees, and is adequate to provide the skills required by the Company:
 - 4.5.4.5 Investigate the problems and difficulties associated with the disciplinary procedure provided under this Award and, and if required, to develop a simpler and more flexible procedure:
 - 4.5.4.6 Introduce an employee benevolent fund:
- 4.5.5 Effect on Employees: All employees affected by any proposal and/or recommendation of the JCC shall be consulted and shall have the opportunity to be represented by the Union.

4.6. Disciplinary Procedures

- 4.6.1 General Principles: The following progressive disciplinary procedure shall apply in the case of employee disciplinary infractions and breaches of centre rules, regulations, practices and procedures. Where appropriate, progressive discipline will be generally be imposed in accordance with the following progression:

- verbal counselling and/or reprimand
- written notice of rules violation or written reprimand
- suspension without pay
- refusal of progression within classification level
- demotion to a lower classification
- termination

4.6.2 Initial Interview

- 4.6.2.1 The employee is to be interviewed regarding the alleged incident and a file note is to be made.
- 4.6.2.2 If following the interview it is deemed that disciplinary action is warranted the employee is to be informed in writing with as much information as possible regarding the alleged nature and date of the breach and given sufficient time (3-5 days) to reply to the allegations.
- 4.6.2.3 The employee is to respond within the time frame specified.
- 4.6.2.4 If a decision is made to proceed with a breach of discipline, the Officer is to be informed. Any proposed suspension is to be determined by the General Manager and the Officer to be advised.
- 4.6.2.5 Any Officer found guilty of an offence may be suspended without pay for a period of up to 14 days in any one-year. A year will be defined as 12 calendar months from any earlier suspension.

- 4.6.2.6 A Correctional Supervisor, not performing to the expectations of the position or subject to ongoing or a major disciplinary breach, or abrogating the responsibility of the position, may be dealt with by way of the disciplinary procedure which can include a re-evaluation of the title of Correctional Supervisor as such this may be removed and Correctional Supervisor reduced to the grading of Correctional Officer.

4.6.3 Procedure for Disciplinary Interview

- 4.6.3.1 The Officer shall receive at least 24 hours notice of the interview, a copy of the Disciplinary Interview Guideline, advice that a Union Delegate or Official or fellow Officer may be present, an indication of the nature and purpose of the interview.
- 4.6.3.2 The interviewer shall be, impartial, have no involvement in the subject of the interview, not have indicated any view or opinion of the subject matter, ensure only questions subject to the interview are asked, not use accusatory or intimidatory tones, indicate to the Officer that a recommendation will be presented within five (5) working days.
- 4.6.3.3 During the interview, the Officer is to be informed of the purpose of the interview, the Officer is to be informed of the right to remain silent, each allegation should be put to the Officer and a response invited, the Officer is to be asked if satisfied that the interview process has been followed correctly.
- 4.6.3.4 Appeals If the Officer feels the recommendation is unfair a request for an internal appeal may be made. Any such appeal is to be made within 24 hours. An appeal panel of three independent people, the Human Resource Manager, a Departmental Manager (from another department) and a Union Delegate/Official is to convene. A decision is to be presented to the General Manager with a recommendation and all documentation. The General Manager's decision is final with no further right of appeal and will be made within 2 working days of the appeal.

4.7. Dispute Settlement Procedure

The parties to this Award recognise the critical public interest inherent in the operation of the Centre and accordingly commit themselves to the following procedures:

- 4.7.1 Any grievance or potential industrial dispute shall be discussed in the first instance by the employee(s) and the immediate supervisor.
- 4.7.2 If unable to be resolved at that level the matter(s) shall be referred to the Operations Manager or designee for further consideration.
- 4.7.3 If unable to be resolved at that level the matter(s) shall be referred to the General Manager within 48 hours for decision.
- 4.7.4 If the matter(s) is/are not able to be resolved then a meeting will take place as soon as possible with the General Manager, his/her advisers and the Secretary of Union and his/her designees and/or advisers which may include the aggrieved member(s).
- 4.7.5 If there is no resolution then the NSW Industrial Relations Commission will be notified.
- 4.7.6 The Union undertakes that no Industrial Action will be taken while the steps in the procedure are being followed. Both parties agree to comply with orders/recommendations of the Industrial Relations Commission.
- 4.7.7 Nothing in this Award shall prohibit a member of the Union contacting the Union, provided such contact does not in any manner impair the efficient operation of the Centre

4.8 Anti Discrimination

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

- 4.8.1 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award in Clause 21 - Disputes Procedures 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.
- 4.8.2 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 4.8.3 Nothing in this clause is taken to affect:
- 4.8.3.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 4.8.3.2 offering or providing junior rates of pay to persons under the age of 21 years;
 - 4.8.3.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*.
 - 4.8.3.4 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

PART A

SECTION 5 - REDUNDANCY PROVISIONS

5.1. Application

- 5.1.1 The following shall apply in respect of full time and part time persons employed in the classifications specified in Part B - Rates of Pay, Allowances and Other Amounts; and
- 5.1.2 Where more than 15 employees were employed immediately prior to the termination of employment of employees, in the terms of subclause of this award.
- 5.1.3 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- 5.1.4 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

5.2. Introduction of Change

- 5.2.1 Employers 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 effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.

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

Provided that where the award specified in clause 3(i) makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

5.2.3 Employers duty to discuss change

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 subclause (i) above, Employers duty to notify, of this clause, 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.

5.2.4 The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause (i) of this clause.

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

5.3. Redundancy

5.3.1 Discussions before terminations

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 paragraph (a) of subclause (i) of clause 4, 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.

5.3.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of paragraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.

5.3.3 For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

5.4. Termination of Employment

5.4.1 Notice for Changes in Production, Program, Organisation or Structure.

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'production', 'program', 'organisation' or 'structure' in accordance with clause 4(i)(a) of this clause.

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

Period of continuous service	Period of Notice
------------------------------	------------------

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.

5.4.2 Notice for Technological Change

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'technology' in accordance with subclause 5.10 of this award:

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

5.4.3 Time off during the notice period

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

5.4.4 Employee leaving during the notice period

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

5.4.5 Statement of employment

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

5.4.6 Notice to Centrelink

Where a decision has been made to terminate employees, the employer shall notify the 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.

5.4.7 Employment Separation Certificate

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

5.4.8 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in subclause (i) of clause 4 of this award, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

5.5. Severance Pay

5.5.1 Where an employee is to be terminated pursuant to clause 6 of this award, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:

- (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	16 weeks

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

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

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

5.5.2 Incapacity to pay

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

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

5.5.3 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 subclause (i) above if the employer obtains acceptable alternative employment for an employee.

5.6. Savings Clause

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

5.7. Mechanisation and Technological Changes

Notwithstanding any other provisions 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 Company is engaged, the Company terminates the employment of an employee who has been employed for the preceding twelve months, such employee shall be given three months' notice of the termination of employment; provided that, if the Company fails to give such notice in full:

5.7.2 the employee shall be paid at the rate specified for the employee's ordinary classification under the provisions of this Award for a period equal to the difference between three months and the period of notice given; and

5.7.3 the period of notice required by this subclause to be given shall be deemed to be service with the Company 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 to summarily dismiss an employee for the reasons specified in Clause 3.5 - TERMINATION OF EMPLOYMENT - of this Award, shall not be prejudiced by the fact that the employee has been given notice pursuant to this subclause of the termination of the employee's employment.

5.7.4 When the Company gives to an employee notice of the termination of employment on account of the introduction or proposed introduction of mechanisation or technological changes, within fourteen days thereafter the Company shall give notification in writing to the Industrial Registrar, the New South Wales Government Director of Vocational Guidance, the New South Wales Government Director of Technical and Further Education and the New South Wales Branch Secretary of Australian Liquor, Hospitality and Miscellaneous Workers Union, of the fact, stating the employee's name, address and usual occupation and the date when the employment terminated or will terminate in accordance with the notice given.

PART B

RATES OF PAY, ALLOWANCES & OTHER AMOUNTS

Table 1 - Wages

1st Stage Increase 5%
23/8/01

Classification	Permanent Employees			Casuals Per Hour			
	Annual Salary \$	80 Hour Fortnight \$	Ordinary per Hour \$	Base Ord. Time Rate \$	A.L. 1/12 in lieu \$	Total Ord. Time Rate \$	Overtime @ 150% \$
Trainee C.O.	18,374	706.69	8.83				-
Correctional							

Officer One	35,069	1,348.81	16.86	19.39	1.62	21.00	29.08
Correctional Officer Two	36915	1,419.81	17.75	20.41	1.70	22.11	30.61
Correctional Officer Three	39370	1,514.23	18.93	21.77	1.81	23.58	32.65
Correctional Supervisor	42189	1,622.65	20.28	23.33	1.94	25.27	34.99

2nd Stage Increase 2.25%

1/1/02

Permanent Employees				Casuals Per Hour			
Classification	Annual Salary \$	80 Hour Fortnight \$	Ordinary per Hour \$	Base Ord. Time Rate \$	A.L. 1/12 in lieu \$	Total Ord. Time Rate \$	Overtime @ 150% \$
Trainee C.O.	18,787	722.58	9.03				
Correctional Officer One	35,858	1,379.16	17.24	19.83	1.65	21.48	29.74
Correctional Officer Two	37,746	1,451.75	18.15	20.87	1.74	22.61	31.30
Correctional Officer Three	40,256	1,548.30	19.35	22.26	1.85	24.11	33.39
Correctional Supervisor	43,138	1,659.16	20.74	23.85	1.99	25.84	35.78

3rd Stage Increase 2.25%

1/6/02

Permanent Employees				Casuals Per Hour			
Classification	Annual Salary \$	80 Hour Fortnight \$	Ordinary per Hour \$	Base Ord. Time Rate \$	A.L. 1/12 in lieu \$	Total Ord. Time Rate \$	Overtime @ 150% \$
Trainee C.O.	19,210	738.85	9.24				
Correctional Officer One	36,665	1,410.19	17.63	20.27	1.69	21.96	30.41
Correctional Officer Two	38,595	1484.42	18.56	21.34	1.78	23.12	32.01
Correctional Officer Three	41,162	1,583.14	19.79	22.76	1.90	24.65	34.14
Correctional Supervisor	44,109	1,696.49	21.21	24.39	2.03	26.42	36.58

4th Stage Increase 2.25%

1/1/03

Permanent Employees				Casuals Per Hour			
Classification	Annual Salary \$	80 Hour Fortnight \$	Ordinary per Hour \$	Base Ord. Time Rate \$	A.L. 1/12 in lieu \$	Total Ord. Time Rate \$	Overtime @ 150% \$
Trainee C.O.	19,642	755.46	9.44				
Correctional Officer One	37,490	1,441.92	18.02	20.73	1.73	22.45	31.09
Correctional Officer Two	39,463	1,517.82	18.97	21.82	1.82	23.64	32.73
Correctional Officer Three	42,088	1618.76	20.23	23.27	1.94	25.21	34.90
Correctional							

Supervisor	45,101	1,734.67	21.68	24.94	2.08	27.01	37.40
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5th Stage Increase 2.25%

1/6/03

Permanent Employees				Casuals Per Hour			
Classification	Annual Salary \$	80 Hour Fortnight \$	Ordinary per Hour \$	Base Ord. Time Rate \$	A.L. 1/12 in lieu \$	Total Ord. Time Rate \$	Overtime @ 150% \$
Trainee C.O.	20,084	772.46	9.66				
Correctional Officer One	38,333	1,474.36	18.43	21.19	1.77	22.96	31.79
Correctional Officer Two	40,351	1,551.97	19.40	22.31	1.86	24.17	33.46
Correctional Officer Three	43,035	1,655.18	20.69	23.79	1.98	25.78	35.69
Correctional Supervisor	46,116	1,773.70	22.17	25.50	2.12	27.62	38.25

Table 2 - Allowances

1st Stage Increase 5%

Effective FFPP23 August 2001

Item #	Clause	Description	Rate
1	2.7.2	Overtime exceeding 4 hours - meal allowance - per meal	\$7.57
2	2.16.6.1	Away from home and Escort Duty - Breakfast Allowance - per meal	\$11.14
3	2.16.6.2	Away from home and Escort Duty - Lunch Allowance - per meal	\$11.14
4	2.16.6.3	Away from home and Escort Duty - Dinner Allowance - per meal	\$24.55
5	2.16.6.4	B Watch meal allowance - if working away from centre - per meal	\$16.50

2nd Stage Increase 2.25%

Effective FFPP 1 January 2002

Item #	Clause	Description	Rate
1	2.7.2	Overtime exceeding 4 hours - meal allowance - per meal	\$7.74
2	2.16.6.1	Away from home and Escort Duty - Breakfast Allowance - per meal	\$11.39
3	2.16.6.2	Away from home and Escort Duty - Lunch Allowance - per meal	\$11.39
4	2.16.6.3	Away from home and Escort Duty - Dinner Allowance - per meal	\$25.10
5	2.16.6.4	B Watch meal allowance - if working away from centre - per meal	\$16.50

3rd Stage Increase 2.25%

Effective FFPP 1 June 2002

Item #	Clause	Description	Rate
1	2.7.2	Overtime exceeding 4 hours - meal allowance - per meal	\$7.91
2	2.16.6.1	Away from home and Escort Duty - Breakfast Allowance - per meal	\$17.20
3	2.16.6.2	Away from home and Escort Duty - Lunch Allowance - per meal	\$19.20
4	2.16.6.3	Away from home and Escort Duty - Dinner Allowance - per meal	\$33.05
5	2.16.6.4	B Watch meal allowance - if working away from centre - per meal	\$16.50

4th Stage Increase 2.25%
Effective FFPP 1 January 2003

Item #	Clause	Description	Rate
1	2.7.2	Overtime exceeding 4 hours - meal allowance - per meal	\$8.09
2	2.16.6.1	Away from home and Escort Duty - Breakfast Allowance - per meal	*
3	2.16.6.2	Away from home and Escort Duty - Lunch Allowance - per meal	*
4	2.16.6.3	Away from home and Escort Duty - Dinner Allowance - per meal	*
5	2.16.6.4	B Watch meal allowance - if working away from centre - per meal	\$16.50

* Breakfast, Lunch and Dinner Allowances are increased in line with changes in the Australian Tax Office rates

5th Stage Increase 2.25%
Effective FFPP 1 June 2003

Item #	Clause	Description	Rate
1	2.7.2	Overtime exceeding 4 hours - meal allowance - per meal	\$8.27
2	2.16.6.1	Away from home and Escort Duty - Breakfast Allowance - per meal	*
3	2.16.6.2	Away from home and Escort Duty - Lunch Allowance - per meal	*
4	2.16.6.3	Away from home and Escort Duty - Dinner Allowance - per meal	*
5	2.16.6.4	B Watch meal allowance - if working away from centre - per meal	\$16.50

* Breakfast, Lunch and Dinner Allowances are increased in line with changes in the Australian Tax Office rates

Table 3 - Other Amounts

Item #	Clause	Description	Rate
1	2.11	Charge for Company provided meals - per meal	\$2.75
2	2.1.3.1	Deduction from salary for benevolent fund - per week	\$1.00

SCHEDULE 1

Generic Position Descriptions

POSITION TITLE : Trainee Correctional Officer

LOCATION Operations Department

REPORTS TO Operations Manager

Primary Objective

The primary objective of the Correctional Officer Trainee is to undertake the required training in order to be deemed competent to perform the role of Correctional Officer.

1.0. Duties and Responsibilities

- 1.1 To undertake The GEO Group Australia Pty Ltd pre service training course which is approved by the Commissioner for NSW Department of Corrective Services.
- 1.2 To undertake the required assessments in order to be deemed competent to perform the role of Correctional Officer.
- 1.3 Co-operate with the employer's efforts to comply with the requirements of the *OH&S Act 2000*. Accept responsibility for the health, safety and welfare of subordinates, inmates, contractors and visitors under

the employee's supervision. Comply with the employer's policy and procedures enabling compliance with the OH&S Act 2000.

2.0. Key Selection Criteria

- 2.1 Basic level of computer literacy.
- 2.2 Preference of year 12 education or equivalent.
- 2.3 Current First Aid certificate would be highly desirable.
- 2.4 Demonstrated willingness and ability to enrol in a nationally approved training program delivered and assessed by a Registered Training Organization to undertake Certificate III in Correctional Practice.
- 2.5 Meet The GEO Group Australia Pty Ltd's established psychological profile, numeracy and literacy requirements.
- 2.6 Maintain a continuing satisfactory security clearance as approved by the Commissioner of NSW Department of Corrective Services.
- 2.7 Ability to work in a correctional environment that will involve direct contact with prison inmates.

POSITION TITLE : Correctional Supervisor

LOCATION Operations Department

REPORTS TO Correctional Supervisor

Primary Objective

The primary objective of the Correctional Supervisor is to:

Maintain the good order and security of the Correctional Centre and the safety of staff, inmates and visitors;

Supervise staff on a day to day basis, ensuring provision of quality services to inmates, including case management, and actively participate in the operations and determinations of priorities of any one of the assigned areas in accordance with the structured day.

1.0. Duties and Responsibilities

- 1.1 Through the supervision of Correctional Officers, ensure the Company's philosophy towards inmate management is adhered to.
- 1.2 Supervise the behaviour and the activities of inmates on a day to day basis in accordance with the Centre's structured day.
- 1.3 Interact with offenders and respond to their needs through the provision of services in an appropriate manner in accordance with relevant legislation and company policies and procedures.
- 1.4 Supervise the activities associated with the effective and efficient management of the various areas and functions within the Centre, including supervision and coordination of Custodial Staff.
- 1.5 Ensure Case Management activities are being performed by Correctional Officers in accordance with the inmate's case plan.
- 1.6 Co-operate with the employer's efforts to comply with the requirements of the *OH&S Act 2000*. Accept responsibility for the health, safety and welfare of subordinates, inmates, contractors and visitors under

the employee's supervision. Comply with the employer's policy and procedures enabling compliance with the *OH&S Act 2000*.

- 1.7 Relieve in the position of Correctional Manager as required.
- 1.8 Required to work shift work that involves a 7-day rotating roster including both day and night shifts.
- 1.9 Carry out other duties as directed by the Correctional Manager.

2.0. Selection Criteria

- 2.1 Must have completed Certificate III in Correctional Practice.
- 2.2 Will be required to complete Certificate IV in Correctional Practice within 12 months of prorata service.
- 2.3 Demonstrated sound working knowledge of ACM Instructions, policies and procedures as well as the relevant *States' Corrective Service Acts* and Regulations.
- 2.4 Highly developed written and oral communication skills.
- 2.5 Demonstrated competence in supervision and mentoring of staff.
- 2.6 Demonstrated leadership skills.
- 2.7 A demonstrated high degree of computer literacy.
- 2.8 Demonstrated knowledge of Equal Employment Opportunity, ACM's EOWA Plan and Workplace Health and Safety Principles.
- 2.9 Current First Aid certificate.
- 2.10 Promotion to this position is subject to an existing vacancy and merit.
- 2.11 Required to work shift work that involves a 7-day rotating roster including both day and night shifts.

POSITION TITLE	<u>Correctional Officer</u>
LOCATION	<u>Operations Department</u>
REPORTS TO	<u>Correctional Supervisor</u>

Primary Objective

The primary objective of the Correctional Officer is to:

Maintain the good order and security of the Correctional Centre and the safety of the staff, inmates and visitors;

Ensure the provision of quality case management services to assigned inmates in accordance with the inmate's case plan and structured day.

1.0. Duties and Responsibilities

- 1.1 Supervise the behaviour and the activities of inmates on a day to day basis in accordance with the Centre's structured day.
- 1.2 Carry out case management duties for assigned inmates in accordance with the inmate's case plan.

- 1.3 Interact with offenders and respond to their needs through the provision of services in an appropriate manner in accordance with relevant legislation, NSW Department of Corrective Services Procedures Manual and Junee Correctional Centre Operating Instructions and assignment orders.
- 1.4 Carry out other duties as directed.
- 1.5 Relieve in the position of Correctional Supervisor as required.
- 1.6 Required to work shift work that involves a 7-day rotating roster including both day and night shifts.
- 1.7 Co-operate with the employer's efforts to comply with the requirements of the *OH&S Act 2000*. Accept responsibility for the health, safety and welfare of subordinates, inmates, contractors and visitors under the employee's supervision. Comply with the employer's policy and procedures enabling compliance with the *OH&S Act 2000*.

2.0. Key Selection Criteria

- 2.1 Successfully completed the pre service training provided by the Company to a Trainee Correctional officer.
- 2.2 Must participate in a registered nationally approved traineeship program to undertake a nationally accredited Certificate III in Correctional Practice, which must be completed within 12 months of prorata service.
- 2.3 Current First Aid Certificate.
- 2.4 Maintain a continuing satisfactory security clearance as approved by the Commissioner of NSW Department of Corrective Services.
- 2.5 Ability to work in a correctional environment that will involve direct contact with prison inmates.
- 2.6 Required to work shift work that involves a 7-day rotating roster including both day and night shifts.

SCHEDULE 2

Employees exempted from 12 hour shifts as per clause 2.6.6

1. Jarrod Smith
2. Diann Humphries
3. Michael Breen
4. Craig Maxwell
5. Jacqueline Starr
6. Glenn Kitchener
7. Anthony Manning
8. Philip Bouffler
9. Jeffrey Kennedy

I. TABBAA, Commissioner.

(080)

SERIAL C2797**CANTEEN, &c., WORKERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 5660 of 2003)

Before Mr Deputy President Grayson

22 March 2004

REVIEWED AWARD

1. Delete paragraph 7.1.2 of clause 7, Wages, of the award published 17 March 2000 (314 I.G. 155) and renumber accordingly.
2. Delete Clause 31, Traineeships, and insert in lieu thereof the following:

31. Traineeships

31.1 Application

This clause applies only to persons employed in a traineeship which has been registered with the Relevant NSW Training Authority

31.2 Definitions

31.2.1 A "traineeship" is a program of training comprising structured training with an employer, and it will include training conducted by a Registered Training Organisation that has been approved by the Vocational Education Training Accreditation Board. For the purposes of the traineeship, structured training shall mean formal instruction and closely supervised practice directly related to that instruction that is undertaken according to the provisions of the training agreement.

31.2.2 A "training agreement" means an agreement between an employer and a trainee for registered training and employment which is approved by the Relevant NSW Training Authority.

31.2.3 A "trainee" is an employee undertaking a traineeship who is bound by a training agreement.

31.2.4 "Relevant NSW Training Authority" means the Department of Education and Training or its successor organisation.

31.3 Training Conditions

A trainee undertaking a traineeship shall be engaged as a full-time employee for a traineeship of a nominal period of one year or as approved by the Relevant NSW Training Authority, provided that the trainee shall be subject to a satisfactory probation period of up to one month.

31.4 All Trainees

- 31.4.1 The time spent off the job at training shall be allowed without loss of continuity of employment.
- 31.4.2 Where employment of a trainee by an employer is continued after completion of the traineeship period, the traineeship period shall be counted as service for all award and statutory entitlements where consistent with relevant legislation.
- 31.4.3 For the purposes of the *Long Service Leave Act 1955* where an employee has entered into a contract of employment with an employer within a 12 month period after the completion of the traineeship with the employer, the period of the employee's traineeship with the employer shall be taken into account for the purposes of ascertaining the period of service of the employee with that employer under that contract of employment.
- 31.4.4 Preference in continuation of employment shall be given to trainees, where possible, should vacancies occur at the conclusion of the training period.
- 31.4.5 The provisions of the *Workplace Injury Management and Workers Compensation Act 1998* and the *Occupational Health and Safety Act 1983* shall apply to trainees.
- 31.4.6 It is acknowledged by the parties to this award that the purpose of the relevant traineeships is to create education and career opportunities for persons who would otherwise be unemployed, and to that extent the traineeship systems will not be utilised by employers as a means of displacing existing regular employees, whether full-time, part-time or casual.
- 31.4.7 The employer shall ensure that the trainee is permitted to attend prescribed off-the-job training and is provided with on-the-job training approved by the Relevant State Training Authority.
- 31.4.8 The union shall be afforded reasonable access to trainees and the trainees records, consistent with the *Industrial Relations Act 1996*.

31.5 Wages

- 31.5.1 The weekly wage payable to Trainees shall be calculated by multiplying the hourly rate applicable to the trainee by 38, less the average weekly training time to be spent in structured training.
- 31.5.2 Junior hourly rates shall be calculated in accordance with Clause 8 - Juniors. The rate for employees 21 years of age and over shall be calculated at the rate for a Grade 2 employee.
- 31.5.3 The average weekly training time to be spent in structured training shall be calculated by averaging the total number of hours that the trainee, during each year of employment, spends in structured training over the total number of weeks in that year of employment under the traineeship."
3. 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 22 March 2004.

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

J. P. GRAYSON *D.P.*

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(438)

SERIAL C3151

MANNEQUINS AND MODELS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 5692 of 2003)

Before Commissioner Tabbaa

22 December 2003

REVIEWED AWARD

1. Delete subclause (c) of clause 5, Supported Wage, of the award published 9 February 2001 (322 I.G. 172) and insert in lieu thereof the following:
 - (c) Supported Wage Rates - Employees to whom this clause applies shall be paid the appropriate percentage of the minimum rate of pay prescribed by this award for the class of work which the person is performing, according to the following schedule:

Assessed Capacity (subclause (d))	% of Prescribed Award Rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(Provided that the minimum amount payable shall not be less than \$60.00 per week.).

*Where a person's assessed capacity is 10 per cent, they shall receive a high degree of assistance and support.

2. Delete paragraph (iii) of subclause (i) of the said clause 5 and insert in lieu thereof the following:
 - (iii) The minimum amount payable to the employee during the trial period shall be no less than \$60.00 per week.

3. Insert at the end of clause 18, Area, Incidence and Duration, the following new paragraphs:

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 22 December 2003.

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

I. TABBAA, Commissioner.

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(159)

SERIAL C3239**COMMERCIAL TRAVELLERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1795 of 2004)

Before The Honourable Mr Deputy President Harrison

11 October 2004

REVIEWED AWARD

1. Delete clause 39, Particulars Of Wages And Deductions Therefrom To Be Given On Pay Envelope Or In Statements of the Arrangement of the award published 9 November 2001 (329 I.G. 329), and insert in lieu thereof the following:

39. Particulars To Be Given On Payslips

2. Delete paragraph (d), of subclause (iii), of clause 2, Award Modernisation, and insert in lieu thereof the following:

(d) if agreement cannot be reached the matter can be referred to the Industrial Registrar pursuant to the *Industrial Relations Act 1996* for resolution.

3. Delete the words "Australian Conciliation and Arbitration Commission" wherever appearing in the award, and insert in lieu thereof the following:

Australian Industrial Relations Commission

4. Delete the word "Par" appearing in subclause (v), of Part A, of clause 12, Locomotion, and insert in lieu thereof the following:

Part

5. Delete the word "notice.," appearing in subclause (vii), of Part A, of clause 12, Locomotion, and insert in lieu thereof the following:

notice,

6. Delete the second subclause (ix), of Part A, of clause 12, Locomotion, and insert in lieu thereof the following:

(xi) Provided that by agreement between the Union, the employer, and an industrial organisation of employers, alternative locomotion arrangements not less favourable to the employee may be made in lieu of the provisions of this clause.

7. Delete the words "a card of electronic system" appearing in subclause (xii), of Part A, of clause 12, Locomotion, and insert in lieu thereof the following:

a card or electronic system

8. Delete the words "clause 13 and clause 17" appearing in subclause (ii), of Part B, of clause 12, Locomotion, and insert in lieu thereof the following:

clause 12 and clause 16

9. Delete the word "travellers" appearing in paragraph (d), of subclause (iii), of clause 14, Remuneration - Country Traveller, and insert in lieu thereof the following:

traveller

10. Delete the words "the Industrial Union of Employers" appearing in subclause (xi), of Part A, of clause 16, Locomotion, and insert in lieu thereof the following:

an industrial organisation of employers

11. Delete the words "Industrial Commission of New South Wales" appearing in paragraph (c), of subclause (i), of Part B, of clause 16, Locomotion, and insert in lieu thereof the following:

Industrial Relations Commission of New South Wales

12. Delete the words "that his/her requirement" appearing in subclause (iii), of Part B, of clause 16, Locomotion, and insert in lieu thereof the following:

that this requirement

13. Delete the words "Part of the" appearing in clause 19, Special Provisions for Neon Signs, and insert in lieu thereof the following:

part, the

14. Delete the reference "clause 43" appearing in paragraph (f), of subclause (ii), of clause 21, Annual Leave, and insert in lieu thereof the following:

clause 41

15. Delete the reference "sub-clause (vii)" appearing in subclauses (ii) and (iv), of clause 22, Annual Holidays Loading, and insert in lieu thereof the following:

subclause (vi)

16. Delete the reference "sub-clause (v)" appearing in subclause (v), of clause 22, Annual Holidays Loading, and insert in lieu thereof the following:

subclause (iv)

17. Delete the reference "sub-clause (vi)" appearing in subclauses (vi) and (vii), of clause 22, Annual Holidays Loading, and insert in lieu thereof the following:

subclause (v)

18. Delete the words "Act and an" appearing in subclause (vii), of clause 22, Annual Holidays Loading, and insert in lieu thereof the following:

Act an

19. Delete subclause (i), of clause 28, Casual Wholesale Merchandisers, and insert in lieu thereof the following:

- (i) A Casual Wholesale Merchandiser means a merchandiser engaged and paid as such. Casual wholesale merchandisers shall be engaged for a minimum of three hours. The hours of work shall be between 7.00am and 6.30pm, Monday to Friday, inclusive.
20. Delete the word "travellers" wherever appearing in subclause (i), of clause 34, Substitute Commercial Travellers And Special Salespersons, and insert in lieu thereof the following:
- traveller
21. Delete the words "his/she" appearing in clause 35, Samples and Stock, and insert in lieu thereof the following:
- his/her
22. Delete clause 39, Particulars Of Wages And Deductions Therefrom To Be Given On Pay Envelope Or In Statements, and insert in lieu thereof the following:

39. Particulars To Be Given On Payslips

See Division 1 of Part 4 of the Industrial Relations (General) Regulation 2001, as varied.

In addition, the rate of commission and the period covered, are to be prescribed on the employee's payslip.

23. Delete the words "Significant effects" appearing in subparagraph (2), of paragraph (a), of subclause (ii), of clause 42, Redundancy, and insert in lieu thereof the following:
- "Significant Effects"
24. Delete subclause (c), of clause 45, Bereavement Leave, and insert in lieu thereof the following:
- (c) Compassionate leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (ii) of paragraph (c) of subclause (1) of clause 24, Personal/Carer's Leave, provided that for the purpose of compassionate leave, the employee need not have been responsible for the care of the person concerned.
25. Delete the words "Commonwealth Repatriation Department" appearing in clause 47, Repatriation Leave, and insert in lieu thereof the following:
- Department of Veterans' Affairs
26. Delete subclause (v), of clause 48, Leave Reserved, and insert in lieu thereof the following:
- (v) Leave is reserved to the Union to apply as it may be advised in relation to locomotion rates for part-time and casual Wholesale Merchandisers.
27. Delete the words " John Fairfax & Sons Limited" appearing in subclause 52, Exemptions, and insert in lieu thereof the following:
- John Fairfax Publications Pty Ltd

28. Delete subclause (d), of clause 54, Area, Incidence and Duration, and insert in lieu thereof the following:
- (d) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) and take effect on 11 October 2004.

R. W. HARRISON *D.P.*

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(1061)

SERIAL C3195

**BORAL RESOURCES (COUNTRY) PTY LIMITED CONCRETE
BATCHING INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1630 of 2004)

Before Mr Deputy President Sams

17 April 2004

REVIEWED AWARD

1. Renumber clause 2.6A, Anti-Discrimination, of clause 1.1, Arrangement, of Part 1 - Preliminary of the award published 17 November 1995 (289 I.G. 453), to read as subclause 1.2.

1.2 Anti-Discrimination

2. Delete clause 1.2, Basic Wage, of Part 1 - Preliminary, and renumber existing clause 2.6A to read as clause 1.2.
3. Insert after subclause 1.7 (4), Area, Incidence and Duration, of Part 1 - Preliminary, the following new subclause:
 - (5) The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act 1996* and Principle 26 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 14 July 2004.
4. Delete the words "*Occupational Health and Safety Act 1983*" appearing in subclause 2.3 (3), Utilisation of Skills, of Part 2 - Contract of Employment, and insert in lieu thereof the following:

Occupational Health and Safety Act 2000.

5. Delete the words "Department of Social Security" appearing in paragraphs (h) and (i) of subclause 2.5 (3), Redundancy, of Part 2 - Contract of Employment, and insert in lieu thereof the following:

Centrelink

6. Delete clause 2.6A, Anti-Discrimination, of Part 2 - Contract of Employment.
7. Delete the words "*Occupational Health and Safety Act 1983*" appearing in subclause 2.6 (8), Avoidance of Industrial Disputes and Employee Grievances, of Part 2 - Contract of Employment, and insert in lieu thereof the following:

Occupational Health and Safety Act 2000.

8. Delete the words "*Occupational Health and Safety (First-aid) Regulation 1989*" appearing in subclause 3.4 (1), First-aid, of Part 3 - Classifications, Wages and Allowances, etc, and insert in lieu thereof the following:

Occupational Health and Safety Regulation 2001

9. Delete clause 5.4, Parental Leave, of Part 5 - Leave, etc, and insert in lieu thereof the following:

5.4 Parental Leave

- (1) See Chapter 2, Part 4 of the *Industrial Relations Act 1996*.

10. Delete the words "*Occupational Health and Safety Act 1983*" appearing in subclause 6.3 (3), Personal Protective Equipment, of Part 6 - Miscellaneous, etc, and insert in lieu thereof the following:

Occupational Health and Safety Act 2000.

11. Delete clause 6.4, Right of Entry, of Part 6 - Miscellaneous, etc, and insert in lieu thereof the following:

6.4 Right of Entry

The right of entry to a workplace by an officer of a recognised industrial organisation of employees shall be in accordance with Chapter 5, Part 7 of the *Industrial Relations Act 1996*.

12. Delete subclause 6.5 (1), Recognised Industrial Organisation of Employees, and insert in lieu thereof the following:

- (1) The Australian Workers' Union, New South Wales is recognised, within the limits of its constitution rule, to be the relevant industrial organisation of employees covered by this award.

13. Delete the words "Adult Basic Wage: \$121.40 per week" appearing in Part 7 - Monetary Rates.

P. J. SAMS *D.P.*

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(072)

SERIAL C3377**BUTCHERS' WHOLESALE (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australasian Meat Industry Employees' Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 4625 of 2002)

Before The Honourable Justice Haylen

15 August 2002

VARIATION

1. Delete subclause 27.3 of clause 27, Wages, of the award published 25 January 2001 (321 I.G. 1167), as varied, and insert in lieu thereof the following:

27.3 Arbitrated Safety Net Adjustment

27.3.1 The rates of pay in this award include the adjustments payable under the State Wage Case 2002. These adjustments may be offset against:

- (i) any equivalent over-award payments; and/or
 - (ii) award wage increases since 29 May, 1991 other than safety net, State Wage Case minimum rates adjustments.
2. Delete Appendix 1 - Wages, and Appendix 2 - Other Rates and Allowances, of Part 9, Appendix, and insert in lieu thereof the following:

APPENDIX 1**WAGES**

The minimum rate of pay for 40 ordinary hours of any classification shall be as follows:

	Classification	Total Weekly Rate \$
1	Slaughterperson	495.60
2	Employee grading beef carcasses	459.60
3	Employee weighing and/or recording	453.80
4	Knocker down and/or shackler and/or employee opening up neck and tying weasand before hoisting to bleeding rail	457.00
5	Slaughterhouse labourer whose work includes trimming carcasses after slaughterperson, skinning heads, removing eyes, removing horns, removing tongues and/or cheeks, removing brains and boning for pet foods and boning heads and crutching sheep	453.80
6	Employee skinning feet and taking out sinews	452.80

7	Tripeperson and employee cutting, turning and washing tripes and cutting and washing bibles	452.80
8	Slaughterhouse labourer	448.30
9	Laundry attendant	448.30
10	Stockperson (working under conditions of the stockperson clause)	454.60
11	Stockperson, stock receiver and penner-up	450.60
12	Yardperson and general labourer	443.90
13	Freezer room employee	452.80
14	Dripping and/or lard operator, tallowperson, digesterperson and/or dry melter operator, expellor and/or dryer attendant	455.60
15	Millhand, by-products labourer and saveall attendant	446.20
Casing Cleaning Department -		
16	All-round person	457.30
17	Employee trimming and sliming bungs and bladders and sliming runners	450.60
Boning Department -		
18	Boner	474.00
19	Slicer and/or sawyer	460.50
20	Trimmer	453.80
21	Weighperson	450.40
22	Packer, strapper, wiring and/or gluing machine operator	448.30
23	Shop-person/butcher	481.10
Motor Wagon Drivers -		
24	Motor wagon driver of a vehicle with carrying capacity of up to 3,048 kg (3 tons) For each additional 1,016 kg (1 ton) or part thereof up to 8,128 kg (8 tons) extra For each additional 1,016 kg (1 ton) or part thereof exceeding 8,128 kg (8 tons) but not exceeding 12,192 kg (12 tons) extra For each additional 1,016 kg (1 ton) or part thereof exceeding 12,192 kg (12 tons) When a trailer is attached to a motor wagon, the carrying capacity of such trailer shall be computed with the rate in determining the driver's wages.	454.70 1.58 1.22 0.98
25	Driver of tractor under 50 h.p. or forklift driver	454.70
26	Driver of bulldozer	454.70
27	Loader	463.20
28	Cleaner - cleaning production plant and equipment (working under shift work provisions)	453.80

The minimum rate of pay for 40 ordinary hours for juniors shall be as follows:

Age	Percentage of Classification 12 - General Labourer	Total Weekly Rate \$
At 15 years of age	36%	159.80
At 16 years of age	48%	213.10
At 17 years of age	60%	266.30
At 18 years of age	74%	328.50
At 19 years of age	87%	386.20
At 20 years of age	Adult rates	

Upon any adjustment, junior rates to be calculated to the nearest 10 cents.

APPENDIX 2

Other Rates and Allowances

Subject to the provisions of the relevant clauses, allowances and special rates are as follows:

Item No.	Clause No.	Brief Description	Amount
1	31.4	Alternating Shifts	7.81 per shift
2	31.5	Afternoon Shift	11.22 per shift
3	32.9	Extraordinary Hours Allowance	6.78 per day
4	35.5	Horse Allowance	12.71 per week
5	33.3	Meal money	7.89 per meal
6	29.1	Temperature Allowance -	
		Below minus 1 degree celsius	0.40 per hour
		Below minus 20 degree celsius	0.63 per hour
		Below minus 26 degree celsius	1.17 per hour
7	29.2	Freezing Room Allowance	0.43 per hour
8	29.4	Temperature Allowance	0.43 per hour 0.69 per hour
9	10.1	Rover's Allowance	2.63 per day
10	20.1.2	Bull Penalty	2.63 per head
11	23.1	Dog Allowance	6.53 per dog per week
12	23.3	First-aid Attendant	3.14 per day
13	23.4	Leading Hand	23.40 per week
14	23.5.1	Pedestrian Stacker Allowance - Cold Temperature	12.08 per week
15	23.5.2	Pedestrian Stacker Allowance	8.93 per week
16	23.5.3	Forklift Allowance	6.28 per week
17	17.1.1	Objectionable Work - ordinary hours	2.90 per day
18	17.1.2	Objectionable Work - outside ordinary hours	3.39 per sheep, calf or pig 14.33 per head of cattle
19	17.1.3	Objectionable Work - on Sundays and public holidays	5.16 per sheep, calf or pig 20.76 per head of cattle
20	17.1.4	Condemned Carcass Allowance	2.90 per day
21	17.1.5	Brucella Reactor	6.53 per day
22	17.1.6	Work in Artificially Increased Temperature	0.40 per hour
23	17.1.7	Foetal Blood Extraction Allowance	6.53 per day
24	13.4	TP Slaughtering Allowance - all types of animals	4.27 per day 2.14 per half day
25	13.5	TP Slaughtering Allowance - two types of animals	3.64 per day 1.76 per half day
26	13.6	TP Slaughtering Allowance - one type of animal	2.63 per day 1.27 per half day
27	51.2	Knife Allowance - Slaughter persons, boners and labourers skinning cattle, heads and feet Other employees using a knife	3.05 per week 2.19 per day 0.61 per week 0.41 per day
28	49.1(a)	Clothes Allowance	1.37 per day
29	49.1(b)	Laundry Allowance	1.10 per day
30	49.1(c)	Clothes Allowance	0.36 per day
31	49.3	Clothes Laundry Allowance (employees not covered by Items 28-30 of this table)	
	(a)	Clothes Allowance	0.65 per day
	(b)	Laundry Allowance	0.54 per day
	(c)	Clothes Allowance	0.13 per day
32	46.5(b)	TP Boner Allowance	1.50 per day

3. This variation shall take effect from the first pay period to commence on or after 19 October 2002.

W. R. HAYLEN *J.*

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(285)

SERIAL C3148**DRUG FACTORIES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 3571 and 3572 of 2004)

The Honourable Justice Kavanagh

23 July 2004

VARIATION

1. Delete clause 4, Arbitrated Safety Net Adjustment, of the award published 1 June 2001 (325 I.G. 1), and insert in lieu thereof the following:

4. Arbitrated Safety Net Adjustment

- (a) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
- (i) any equivalent overaward payments; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 - Wages, of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1 - Wages

Item No	Classification	Base Rate (Includes May 2003 SWC) \$	May 2004 SWC Per Week \$	Total Rate Per Week \$
Division I				
1	Chief Chemist	600.05	19.00	619.05
2	Research Chemist	561.15	19.00	580.15
3	Analytical and/or process Chemist	531.20	19.00	550.20
4	Trainee Chemist - First year of adult service	480.30	19.00	499.30
	Second year of adult service	496.70	19.00	515.70
	Third year of adult service	513.20	19.00	532.20
5	Laboratory Assistant	488.30	19.00	507.30
Division II				
6	Pill Making	492.30	19.00	511.30
7	Pill and Tablet Making	492.30	19.00	511.30

8	Manufacturing complex			
	Pharmaceuticals involving a chemical change	492.30	19.00	511.30
9	Granulating (hand, Machine and/or hot table)	492.30	19.00	511.30

Division III				
10	Tablet Compressing	486.20	19.00	505.20
11	Hydrogen Peroxide	486.20	19.00	505.20
12	Spirit recovery still operator	486.20	19.00	505.20
13	Spiritous percolating	486.20	19.00	505.20
14	Nail Lacquer	486.20	19.00	505.20
15	Manufacturing empty hard Gelatine capsules	486.20	19.00	505.20
16	Machine attendant	486.20	19.00	505.20
Division IV				
17	Fluid Magnesia	481.70	19.00	500.70
18	Emulsions (cod liver oil and paraffin types)	481.70	19.00	500.70
19	Toothpaste	481.70	19.00	500.70
20	Ointments	481.70	19.00	500.70
21	Cosmetics for males and Females	481.70	19.00	500.70
22	Perfumes	481.70	19.00	500.70
23	Creams	481.70	19.00	500.70
24	Lotions and repellents	481.70	19.00	500.70
25	Hair Sprays	481.70	19.00	500.70
26	Hair oils and hair tints	481.70	19.00	500.70
27	Manufacturing pharmaceuticals not Otherwise provided for	481.70	19.00	500.70
28	Bottle Checker and sorter	481.70	19.00	500.70
29	Filling raw materials, partly processed materials &/or finished products into bulk receptacles for subsequent processing	481.70	19.00	500.70
30	Manufacture for any of the above items for aerosol packs	481.70	19.00	500.70
Division V				
31	Laboratory Attendant	472.50	19.00	491.50
32	Household chemicals, cleaners and detergents	472.50	19.00	491.50
33	Bottle washer (by hand or machine)	472.50	19.00	491.50
34	Quality Inspector	472.50	19.00	491.50
35	APC and Seiditz powder machine operator	472.50	19.00	491.50
36	Filling and finishing retail packs up to transfer point from factory end of line packaging departments to warehouse and dispatch departments	472.50	19.00	491.50
37	Cutting, filling or sealing Ampoules	472.50	19.00	491.50
38	All other employees not otherwise provided for	472.50	19.00	491.50

3. Delete Items 1, 2, 3, 4, 5, 6, 8 and 9 of Table 2 - Other Rates and Allowances, of the said Part B and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
1	3(d)(i)	Junior trainee lab assistants who undertake an appropriate certificate course	1.60 per week
2	3(d)(ii)	Senior hands	4.60 per week
3	3(d)(iii)	Charge Hands' Allowances: In charge of 1 to 5 employees In charge of 6 to 10 employees In charge of more than 10 employees	17.80 per week 21.30 per week 25.70 per week
4	3(d)(iv)	Employees appointed as checkers	3.80 per week
5	15(e)(i)	Engaged on morning or afternoon shifts	14.12 per shift
6	15(e)(ii)	Engaged on night shifts	19.00 per shift
8	28(f)	Required to perform work of an unusually dirty, dusty and/or offensive nature or temperatures of abnormal heat/cold	0.42 per hour
9	28(q)	Appointed as a first-aid attendant	2.56 per day or shift

4. Delete Part C - Industry/Skill Level Rates, and insert in lieu thereof the following:

Table 1 - Monetary Rates

Industry/Skill Level A

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

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	215.00	235.00	284.00
Plus 1 year out of school	235.00	284.00	330.00
Plus 2 years	284.00	330.00	384.00
Plus 3 years	330.00	384.00	439.00
Plus 4 years	384.00	439.00	439.00
Plus 5 years or more	439.00	439.00	439.00

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

Table 2

Monetary Rates - Industry/Skill Level B

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

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	215.00	235.00	274.00
Plus 1 year out of school	235.00	274.00	315.00
Plus 2 years	274.00	315.00	370.00

Plus 3 years	315.00	370.00	421.00
Plus 4 years	370.00	421.00	421.00
Plus 5 years or more	421.00	421.00	421.00

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

Table 3 - Monetary Rates

Industry/Skill Level C

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

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	215.00	235.00	268.00
Plus 1 year out of school	235.00	268.00	301.00
Plus 2 years	268.00	301.00	337.00
Plus 3 years	301.00	337.00	376.00
Plus 4 years	337.00	376.00	376.00
Plus 5 years or more	376.00	376.00	376.00

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

5. Delete subparagraph (b) of paragraph (vi) of subclause (F), Wages, of clause 42, Training Conditions, and insert in lieu thereof the following:

(b) Wage Rates for Certificate IV Traineeships

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

Industry/Skill Leave	First Year of Traineeship \$	Second Year of Traineeship \$
Industry/Skill Leave A	456.00	473.00
Industry/Skill Leave B	437.00	454.00
Industry/Skill Leave C	390.00	405.00

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

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

(1014)

SERIAL C3123

BROKEN HILL COMMERCE AND INDUSTRY CONSENT AWARD 2001

FULL BENCH OF THE INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Barrier Industrial Council.

(No. IRC 4373 of 2004)

Before Mr Deputy President Sams

10 August 2004

VARIATION

1. Delete the subject matter of clause number 1.39 in the General Clauses Index of the award published 25 October 2002 (336 I.G. 885) and insert in lieu thereof the following:

1.39 2004 State Wage Case

2. Delete subclause 1.39, 2003 State Wage Case, and insert in lieu thereof the following:

1.39. 2004 State Wage Case

This clause is to give effect to the 2004 State Wage Case principles and the decision of the Commission in IRC 2672 of 2004. This clause is to be applied in a manner consistent with the decision of the Commission in that matter:

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

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

The above clause will replace the offsetting clause inserted into awards pursuant to the principles determined in the State Wage Case 2004 decision.

3. Delete the amounts in the clauses that appear in Column 2 of the following table and insert in lieu thereof the rates that appear in Column 4:

Column 1 Item No.	Column 2 Clause No.	Column 3 Clause Name	Column 4 Rates as per SWC 2004 \$
1	1.9	Broken Shift Allowance	3.98
2	1.14(a)	First-aid Allowance	6.49
3	1.22(c)(b) & (c)	Overtime Meal Allowance	8.20
4	1.27(d)	Laundry Allowance	4.79

5	1.35(a)	Bicycle Allowance	8.54
6	1.35(a)	Motor Cycle Allowance	26.06
7	1.35(a)	Motor Car Allowance under 2000cc capacity	96.23 per week plus .30 per km
8	1.35(a)	Motor Car Allowance 2000cc and over	114.56 per week plus .30 per km
9	1.35(a)	Motor Car Allowance under 2000cc capacity (casual employee)	.43 per km
10	1.35(a)	Motor Car Allowance over 2000cc capacity (casual employee)	.48 per km

4. Delete the Wage Schedule from the Animal Welfare Section and insert in lieu thereof the following:

WAGE SCHEDULE

Table 1 - Wages

Adult Employees

	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
Animal Nurse	470.25	19.00	489.25
General Nurse	464.85	19.00	483.85
*Animal Attendant	448.40	19.00	467.40
*Food Preparation/Kennel Cleaner	448.40	19.00	467.40
*All Others	448.40	19.00	467.40

*Junior Employees

	% of Adult Rate	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
Kennel Cleaner - Under 17 years of age	70	313.88	13.30	327.18
At 17 years of age	80	358.72	15.20	373.92
At 18 years of age	90	403.56	17.10	420.66
At 19 years of age	100	448.40	19.00	467.40
All Others - Under 17 years of age	70	313.88	13.30	327.18
At 17 years of age	80	358.72	15.20	373.92
At 18 years of age	90	403.56	17.10	420.66
At 19 years of age	100	448.40	19.00	467.40

Table 2 - Allowances

	Rate as at 1/10/03 \$	SWC May 2004 %	Rate as at 1/10/04 \$
Broken Shift Allowance	3.85	3.5	3.98
Overtime Meal Allowance	7.92	3.5	8.20

For other allowances refer to General Section

5. Delete the Wage Schedule from the Cleaners and Caretakers Section and insert in lieu thereof the following:

WAGE SCHEDULE

Table 1 - Wages

	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
Caretaker	516.10	19.00	535.10
Cleaner	487.23	19.00	506.23

Table 2 - Allowances

	Rate as at 1/10/03 \$	SWC May 2004 %	Rate as at 1/10/04 \$
Broken Shift Allowance	3.85	3.5	3.98
Overtime Meal Allowance	7.92	3.5	8.20
Toilet Cleaning Allowance	6.60	3.5	6.83

For other allowances refer to General Section.

6. Delete the Wage Schedule from the Clerks Section and insert in lieu thereof the following:

WAGE SCHEDULE

Table 1 - Wages

Grade	Rate as at 23/06/03 \$	SWC May 2004 \$	Rate as at 23/06/04 \$
Grade 1	500.00	19.00	519.00
Grade 2	520.90	19.00	539.90
Grade 3	554.60	19.00	573.60
Grade 4	596.30	19.00	615.30
Grade 5	656.90	19.00	675.90

Junior Rates

	Rate as at 23/06/03 \$	SWC May 2004 %	Rate as at 23/06/04 \$
Qualified Computer Operator -			
At 17 years	265.02	3.5	274.30
At 18 years	320.85	3.5	332.08
At 19 years	364.92	3.5	377.69
At 20 years	428.49	3.5	443.49
All Others -			
Under 17 years	206.92	3.5	214.16
At 17 years	255.68	3.5	264.63
At 18 years	310.43	3.5	321.30

At 19 years	350.21	3.5	362.47
At 20 years	409.76	3.5	424.10

For other allowances refer to General Section

7. Delete the Wage Schedule from the Clothing Trades Section and insert in lieu thereof the following:

WAGE SCHEDULE

Table 1 - Wages

	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
Seamstress	491.60	19.00	510.60
Cutter & Pattern Maker	530.70	19.00	549.70
Tradesperson	571.25	19.00	590.25

Apprentices

	% of Tradesperson Rate	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
1st year -				
1st 6 months	50	285.63	9.50	295.13
2nd 6 months	55	314.19	10.45	324.64
2nd year -				
1st 6 months	60	342.75	11.40	354.15
2nd 6 months	65	371.31	12.35	383.66
3rd year -				
1st 6 months	70	399.88	13.30	413.18
2nd 6 months	75	428.44	14.25	442.69
4th year -				
1st 6 months	80	457.00	15.20	472.20
2nd 6 months	85	485.56	16.15	501.71

Junior

	% of Seamstress Rate	Rate as at 1/10/02 \$	SWC May 2003 \$	Rate as at 1/10/03 \$
16 years & under	50	245.80	9.50	255.30
At 17 years	60	294.96	11.40	306.36
At 18 years	69	339.20	13.11	352.31
At 19 years	75	368.70	14.25	382.95
At 20 years	85	417.86	16.15	434.01

Table 2 - Allowances

	Rate as at 1/10/03 \$	SWC May 2004 %	Rate as at 1/10/04 \$
Broken Shift Allowance	3.85	3.5	3.98
Overtime Meal Allowance	7.92	3.5	8.20

For other allowances refer to General Section

8. Delete the Wage Schedule from the Furnishing Trades Section and insert in lieu thereof the following:

WAGE SCHEDULE

Table 1 - Wages

Furnishing

	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
Tradesperson/Journeyman	570.79	19.00	589.79
Other adult employees as defined engaged in -			
Soft furnishings, etc. - cutting	549.92	19.00	568.92
Soft furnishing fixing, measuring Making, etc., window blinds other than venetian blinds	536.61	19.00	555.61
	525.53	19.00	544.53
Adult employees other than Tradesperson/Journeyman -			
First year of experience	477.67	19.00	496.67
Second year of experience	499.19	19.00	518.19
Thereafter	518.28	19.00	537.28

Apprentices

	% of Tradesperson Rate	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
1st year -				
Junior	51	291.10	9.69	300.79
Adult	61	348.18	11.59	359.77
2nd Year -				
Junior	60	342.47	11.40	353.87
Adult	65	371.01	12.35	383.36
3rd year -				
Junior	75	428.09	14.25	442.34
Adult	75	428.09	14.25	442.34
4th year -				
Junior	90	513.71	17.10	530.81
Adult	90	513.71	17.10	530.81

Display Making

	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
Display Maker	566.09	19.00	585.09
Assistant Display Maker	510.71	19.00	529.71
General Hand	462.74	19.00	481.74

Picture Frame Worker 1	544.35	19.00	563.35
Picture Frame Worker 2	523.15	19.00	542.15
Picture Frame Worker 3	489.89	19.00	508.89
Picture Frame Worker 4	475.66	19.00	494.66

Juniors

		Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
Furnishing Trades -	% of 2nd year other than Tradesperson			
Under 16 years	35	174.72	6.65	181.37
At 16 years	43	214.65	8.17	222.82
At 17 years	51	254.59	9.69	264.28
At 18 years	61	304.51	11.59	316.10
At 19 Years	75	374.39	14.25	388.64
At 20 years	88	439.29	16.72	456.01
Display Makers -	% of Display Maker			
Under 16 years	32	181.15	6.08	187.23
At 16 years	39	220.78	7.41	228.19
At 17 years	46	260.40	8.74	269.14
At 18 years	55	311.35	10.45	321.80
At 19 years	68	384.94	12.92	397.86
At 20 years	79	447.21	15.01	462.22
Picture Frame Maker -	% of Picture Framer W1			
Under 16 years	31	168.75	5.89	174.64
At 16 years	37	201.41	7.03	208.44
At 17 years	45	244.96	8.55	253.51
At 18 years	53	288.51	10.07	298.58
At 19 years	67	364.71	12.73	377.44
At 20 years	79	430.04	15.01	445.05

Table 2 - Allowances

	Rate as at 1/10/03 \$	SWC May 2004 %	Rate as at 1/10/04 \$
Broken Shift Allowance	3.85	3.5	3.98
Overtime Meal Allowance	7.92	3.5	8.20

For other allowances refer to General Section

9. Delete the Wage Schedule from the Gardeners Section and insert in lieu thereof the following:

WAGE SCHEDULE**Table 1 - Wages**

Propagator and/or Gardener

	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
With certificate	509.75	19.00	528.75
Without certificate	495.55	19.00	514.55
General Garden Hand	472.70	19.00	491.70

Apprentices

	% of Gardener with certificate	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
1st year	55	280.36	10.45	290.81
2nd year	65	331.34	12.35	343.69
3rd year	75	382.31	14.25	396.56
4th year	90	458.78	17.10	475.88

Junior Rates

		Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
Gardener without certificate - 18 years and under	% of Gardener without certificate 80	396.44	15.20	411.64
At 19 years	90	446.00	17.10	463.10
At 20 years	100	495.55	19.00	514.55
General Garden Hand -	% of Garden Hand			
18 years and under	80	378.16	15.20	393.36
At 19 years	90	425.43	17.10	442.53
At 20 years	100	472.70	19.00	491.70

For other allowances refer to General Section

10. Delete the Wage Schedule from the Hairdressers Section and insert in lieu thereof the following:

WAGE SCHEDULE**Table 1 - Wages**

Hairdressers

	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
Male/Female Senior	552.55	19.00	571.55

Apprentices

	% of Hairdresser Rate	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
1st year	40	221.02	7.60	228.62
2nd year	55	303.90	10.45	314.35
3rd year	70	386.79	13.29	400.09
4th year	85	469.67	16.15	485.82

Apprentices (with one year's pre-apprenticeship course through TAFE)

	% of Hairdresser Rate	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
2nd year (first 6 months only)	55	303.90	10.45	314.35
3rd year	70	386.79	13.29	400.09
4th year	85	469.67	16.15	485.82

Salon Assistant

	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
Senior Operator	515.35	19.00	534.35

Juniors

	% of Salon Assistant Rate	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
Under 16 years	40	206.14	7.60	213.74
At 16 years	50	257.68	9.50	267.18
At 17 years	60	309.21	11.40	320.61
At 18 years	70	360.75	13.30	374.05
At 19 years	80	412.28	15.20	427.48
At 20 years	90	463.82	17.10	480.92

Beauty Therapist

	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
Senior Operator	511.45	19.00	530.45

Juniors

	% of Beauty Therapist Rate	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
At 17 years	40	204.58	7.60	212.18
At 18 years	55	281.30	10.45	291.75
At 19 years	70	358.02	13.30	371.32
At 20 years	85	434.73	16.15	450.88

For other allowances refer to General Section

11. Delete the Wage Schedule from the Handyperson and Town Labourers Section and insert in lieu thereof the following:

WAGE SCHEDULE

Table 1 - Wages

	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
Handyperson	534.55	19.00	553.55
Town Labourer	481.00	19.00	500.00

Junior Rates

	% of Town Labourer Rate	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
Under 16 years	60	288.60	11.40	300.00
At 16 years	70	336.70	13.30	350.00
At 17 years	80	384.80	15.20	400.00
At 18 years	100	481.00	19.00	500.00

Table 2 - Allowances

	Rate as at 1/10/03 \$	SWC May 2004 %	Rate as at 1/10/04 \$
Broken Shift Allowance	3.85	3.5	3.98
Overtime Meal Allowance	7.92	3.5	8.20

For other allowances refer to General Section

12. Delete the Wage Schedule from the Hotels Section and insert in lieu thereof the following:

WAGE SCHEDULE**Table 1 - Wages**

Classifications	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
Food & Beverage Att Grade 1 (bar useful)	477.50	19.00	496.50
Food & Beverage Att Grade 2 (bar attendant)	502.60	19.00	521.60
Food & Beverage Att Grade 3 (TAB, pokies)	520.90	19.00	539.90
Food & Beverage Attendant Grade 4	554.60	19.00	573.60
Food & Beverage Supervisor	596.30	19.00	615.30
Kitchen Attendant Grade 1	477.50	19.00	496.50
Kitchen Attendant Grade 2	502.60	19.00	521.60
Kitchen Attendant Grade 3	520.90	19.00	539.90
Cook Grade 1 (breakfast, grill cook)	502.60	19.00	521.60
Cook Grade 2	520.90	19.00	539.90
Cook Grade 3 (commis chef, qualified chef)	554.60	19.00	573.60
Cook Grade 4 (demi chef, first cook)	596.30	19.00	615.30
Cook Grade 5 (chef de partie)	615.20	19.00	634.20
Guest Service Grade 1 (cleaner)	477.50	19.00	496.50
Guest Service Grade 2 (room attendant)	502.60	19.00	521.60
Guest Service Grade 3	520.90	19.00	539.90
Guest Service Grade 4	554.60	19.00	573.60
Guest Service Supervisor	596.30	19.00	615.30
Storeperson Grade 1	502.60	19.00	521.60
Storeperson Grade 2	520.90	19.00	539.90
Storeperson Grade 3	554.60	19.00	573.60
Handyperson	520.90	19.00	539.90
Doorperson & Security Officer Grade 1	502.60	19.00	521.60
Timekeeper & Security Officer Grade 2	520.90	19.00	539.90
Leisure Attendant Grade 1	502.60	19.00	521.60
Leisure Attendant Grade 2	520.90	19.00	539.90
Leisure Attendant Grade 3	554.60	19.00	573.60
Persons not otherwise provided for	477.50	19.00	496.50

Introductory Level	460.80	19.00	479.80
Forklift driver	520.90	19.00	539.90
Front Office Grade 1	502.60	19.00	521.60
Front Office Grade 2	520.90	19.00	539.90
Front Office Grade 3	554.60	19.00	573.60
Front Office Supervisor	596.30	19.00	615.30
Clerical Grade 1	502.60	19.00	521.60
Clerical Grade 2	520.90	19.00	539.90
Clerical Grade 3	554.60	19.00	573.60
Clerical Supervisor	596.30	19.00	615.30

Apprentice Cooks

	% of Level 4 Rate (Cook Grade 3)	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
1st year	55	305.03	10.45	315.48
2nd year	65	360.49	12.35	372.84
3rd year	80	443.68	15.20	458.88
4th year	95	526.87	18.05	544.92

Junior Employees (other than office juniors)

To be paid the following percentages of the rates prescribed for the appropriate adult classification for the work performed for the area in which such junior is working.

Age	%
17 years and under	70
At 18 years	80
At 19 years	90
At 20 years	100

Junior employees on reaching the age of 18 may be employed in the selling of liquor, provided that they are paid the adult rate for the work being performed.

Junior Office Employees

Age	%
At 15 years of age and under	50
At 16 years of age	60
At 17 years of age	70
At 18 years of age	80
At 19 years of age	90
At 20 years of age	1st year adult service

Table 2 - Allowances

	Rate as at 1/10/03 \$	SWC May 2004 %	Rate as at 1/10/04 \$
Broken Shift Allowance (for time worked between 2 and 3 hours)	1.76	3.5	1.82
Broken Shift Allowance (for time worked over 3 hours)	2.76	3.5	2.86
Overtime Meal Allowance	9.67	3.5	10.01
Fork Lift Driver Allowance	8.01	3.5	8.29

For other allowances refer to General Section

13. Delete the Wage Schedule from the Kindergarten and Child Care Centres Section and insert in lieu thereof the following:

WAGE SCHEDULE

Table 1 - Wages

Classification	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
Child Care Worker - Grade 1			
1st year	570.40	19.00	589.40
2nd year	580.52	19.00	599.52
3rd year	590.31	19.00	609.31
Grade 2			
1st year	507.25	19.00	526.25
2nd year	520.06	19.00	539.06
3rd year	531.75	19.00	550.75
Grade 3	520.06	19.00	539.06
Grade 4			
1st year	480.96	19.00	499.96
2nd year	485.89	19.00	504.89
3rd year	490.70	19.00	509.70
4th year	495.15	19.00	514.15
General Assistant - Grade 1	529.80	19.00	548.80
Grade 2	505.47	19.00	524.47
Housekeeper	507.25	19.00	526.25
First/Alone Cook	500.05	19.00	519.05
Assistant Cook	495.57	19.00	514.57
Cleaners	485.89	19.00	504.89

Table 2 - Allowances

	Rate as at 1/10/03 \$	SWC May 2004 %	Rate as at 1/10/04 \$
Broken Shift Allowance	3.85	3.5	3.98
Overtime Meal Allowance	7.92	3.5	8.20
Toilet Allowance	6.60	3.5	6.83
First-aid Allowance	6.27	3.5	6.49
Leading Hand -	Per week		
1-5 employees	13.12	3.5	13.58
6-10 employees	18.96	3.5	19.62
11-15 employees	25.47	3.5	26.36
16-20 employees	31.86	3.5	32.98
Leading Hand -	Per day		
1-5 employees	2.62		2.72
6-10 employees	3.79		3.92

11-15 employees	5.09		5.27
16-20 employees	6.37		6.60

Shift Work Rate

	%
Early	10
Afternoon	15
Night Rotating	17.5
Night Non-Rotating	30

Juniors

	% of Appropriate Adult Rate
Under 17	70
At 17	80
At 18	90
At 19	100

For other allowances refer to General Section

14. Delete the Wage Schedule from the Meat Industry (Processing) Section and insert in lieu thereof the following:

WAGE SCHEDULE**Table 1 - Wages**

Adult Employees

	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
Level 6	554.60	19.00	573.60
Level 5	528.00	19.00	547.00
Level 4	514.70	19.00	533.70
Level 3	503.40	19.00	522.40
Level 2	488.60	19.00	507.60
Level 1	460.80	19.00	479.80

Junior Employees

		Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
Level 6	% of Adult Level 6			
Under 17 years	50	277.30	9.50	286.80
17 to under 18 years	60	332.76	11.40	344.16
18 to under 19 years	75	415.95	14.25	430.20
19 to 20 years	85	471.41	16.15	487.56
Level 5	% of Adult Level 5			
Under 17 years	50	264.00	9.50	273.50
17 to under 18 years	60	316.80	11.40	328.20
18 to under 19 years	75	396.00	14.25	410.25
19 to 20 years	85	448.80	16.15	464.95
Level 4	% of Adult Level 4			

Under 17 years	50	257.35	9.50	266.85
17 to under 18 years	60	308.82	11.40	320.22
18 to under 19 years	75	386.03	14.25	400.28
19 to 20 years	85	437.50	16.15	453.65
Level 3	% of Adult Level 3			
Under 17 years	50	251.70	9.50	261.20
17 to under 18 years	60	302.04	11.40	313.44
18 to under 19 years	75	377.55	14.25	391.80
19 to 20 years	85	427.89	16.15	444.04
Level 2	% of Adult Level 2			
Under 17 years	50	244.30	9.50	253.80
17 to under 18 years	60	293.16	11.40	304.56
18 to under 19 years	75	366.45	14.25	380.70
19 to 20 years	85	415.31	16.15	431.46
Level 1	% of Adult Level 1			
Under 17 years	50	230.40	9.50	239.90
17 to under 18 years	60	276.48	11.40	287.88
18 to under 19 years	75	345.60	14.25	359.85
19 to 20 years	85	391.68	16.15	407.83

Table 2 - Allowances

	Rate as at 1/10/03 \$	SWC May 2004 %	Rate as at 1/10/04 \$
Meal Allowance	8.26	3.5	8.55
Leading Hand Allowance - 3 to <10 employees	7.81	3.5	8.08
>10 employees	11.66	3.5	12.07

For other allowances refer to General Section

15. Delete the Wage Schedule from the Motels Section and insert in lieu thereof the following:

WAGE SCHEDULE**Table 1 - Wages**

	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
Introductory Level 3 months period for employees that are inexperienced	460.80	19.00	479.80
Level 1 Hospitality service Grade 1	477.50	19.00	496.50
Level 2 Hospitality service Grade 2 Admin/front office Grade 1 Leisure attendant Grade 1	502.60	19.00	521.60
Level 3 Hospitality service Grade 3 Admin/front office Grade 2 Leisure attendant Grade 2	520.90	19.00	539.90
Level 4 Hospitality service Grade 4			

Admin/front office Grade 3 Leisure attendant Grade 3	554.60	19.00	573.60
Level 5 Hospitality service Grade 5 Admin & front office supervisor	596.30	19.00	615.30
Level 6 Hospitality service Grade 6	615.20	19.00	634.20

Apprentice Cooks

	% of Level 4 Rate	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
1st year	55	305.03	10.45	315.48
2nd year	65	360.49	12.35	372.84
3rd year	80	443.68	15.20	458.88
4th year	95	526.87	18.05	544.92

Junior Employees (other than office juniors)

To be paid the following percentages of the rates prescribed for the appropriate adult classification for the work performed for the area in which such junior is working.

Age	%
17 years and under	70
At 18 years	80
At 19 years	90
At 20 years	100

Junior employees on reaching the age of 18 may be employed in the selling of liquor, provided that they are paid the adult rate for the work being performed.

Junior Office Employees

Age	%
At 15 years of age and under	50
At 16 years of age	60
At 17 years of age	70
At 18 years of age	80
At 19 years of age	90
At 20 years of age	1st year adult service

Table 2 - Allowances

	Rate as at 1/10/03 \$	SWC May 2004 %	Rate as at 1/10/04 \$
Broken Shift Allowance (for time worked between 2 & 3 hours)	1.76	3.5	1.82
Broken Shift Allowance (for time worked over 3 hours)	2.76	3.5	2.86
Overtime Meal Allowance	9.67	3.5	10.01
Fork Lift Driver Allowance	8.01	3.5	8.29

For other allowances refer to General Section.

16. Delete the Wage Schedule from the National Training Wage Section and insert in lieu thereof the following:

WAGE SCHEDULE

Table 1 - Wages

Full-time Traineeships

	Highest Year of Schooling Completed		
	Year 10 per week \$	Year 11 per week \$	Year 12 per week \$
Wage Level A School Leaver	(50%) 171.80	(33%) 213.65	
	(33%) 200.40	(25%) 240.30	290.40
+ 1 year out of school	240.30	290.40	337.45
+ 2 years	290.40	337.45	392.65
+ 3 years	337.45	392.65	448.90
+ 4 years	392.65	448.90	
+ 5 years or more	448.90		
Wage Level B School Leaver	(50%) 171.80	(33%) 213.65	
	(33%) 200.40	(25%) 240.30	280.15
+ 1 year out of school	240.30	280.15	322.10
+ 2 years	280.15	322.10	378.30
+ 3 years	322.10	378.30	430.90
+ 4 years	378.30	430.90	
+ 5 years or more	430.90		
Wage Level C School Leaver	(50%) 171.80	(33%) 213.65	
	(33%) 200.40	(25%) 240.30	273.90
+ 1 year out of school	240.30	273.90	307.65
+ 2 years	273.90	307.65	344.45
+ 3 years	307.65	344.45	385.90
+ 4 years	344.45	385.90	
+ 5 years or more	385.90		

Adult Trainees

	First Year of Traineeship per week \$	Second Year of Traineeship per week \$
Wage Level A	465.90	482.90
Wage Level B	446.90	463.90
Wage Level C	399.90	414.90

School-based Traineeships

	Year of Schooling	
	Year 11 per week \$	Year 12 per week \$
Wage Levels A, B & C	219.85	240.30

For other allowances refer to General Section.

17. Delete the Wage Schedule from the Plant Operators and Earthmoving Section and insert in lieu thereof the following:

WAGE SCHEDULE**Table 1 - Wages**

Classification	Rate as at 1/10/02 \$	SWC May 2003 \$	Rate as at 1/10/03 \$
Group A	582.20	19.00	547.20
Group B	546.00	19.00	565.00
Group C	563.90	19.00	582.90
Group D	571.30	19.00	590.30
Group E	580.00	19.00	599.00
Group F	585.40	19.00	604.40
Group G	594.60	19.00	613.60
Group H	605.00	19.00	624.00
Powder Monkey	605.00	19.00	624.00

Table 2 - Allowances

Description	Effective 10/7/03 \$	SWC May 2004 %	Effective 10/7/04 \$
Leading Hands Allowance - In Charge			
2-5 employees	18.00		18.00
6-10 employees	25.40		25.40
More than 10 employees	32.40		32.40
Operator in Charge of Plant (per week)	12.77		13.30
Meal Allowance (per meal)	9.60		9.90
Each subsequent meal	7.80		8.10
First-aid Minimum Qualification Certificate (per day)	1.96		1.96
First-aid Higher Certificate (per day)	3.08		3.08
Civil and/or Mechanical Projects (per week)	19.71		19.71
Waste Disposal (per hour)	0.95		0.95
Country Work -			
Unbroken week	335.60		338.60
Broken week (per day)	48.00		48.40
Broken Hill Allowance (per week included in weekly rate of pay)	12.40		12.40
Living Away from Home Allowance (per day)	25.90		25.90

For other allowances refer to General Section.

18. Delete the Wage Schedule from the Restaurants, Fish Shops & Cafes (where Meals are Served) Section and insert in lieu thereof the following:

WAGE SCHEDULE

Table 1 - Wages

	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
First Cook in Charge with authority to direct other staff	503.50	19.00	522.50
Second Cook	490.05	19.00	509.05
Bar Attendant, Waiter/Waitress	485.70	19.00	504.70
Pantry/Kitchen/General/Maid/Cleaner	484.15	19.00	503.15

Apprentice Cooks

	% of First Cook	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
1st year	46	231.61	8.74	240.35
2nd year	54	271.89	10.26	282.15
3rd year	68	342.38	12.92	355.30
4th year	80	402.80	15.20	418.00

Junior Waiter/Waitress

	% of Waiter/ Waitress	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
Under 18 years of age	62	301.13	11.78	312.91
At 18 years of age	68	330.28	12.92	343.20
At 19 years of age	78	378.85	14.82	393.67
at 20 years of age	88	427.42	16.72	444.14

Junior Pantry

	% of Pantry	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
Under 18 years of age	62	300.17	11.78	311.95
At 18 years of age	68	329.22	12.92	342.14
At 19 years of age	78	377.64	14.82	392.46
20 years of age	88	426.05	16.72	442.77

Table 2 - Allowances

	Rate as at 1/10/03 \$	SWC May 2004 %	Rate as at 1/10/04 \$
Broken Shift Allowance	3.85	3.5	3.98
Overtime Meal Allowance	7.92	3.5	8.20

For other allowances refer to General Section.

19. Delete the Wage Schedule from the Security Industry Section and insert in lieu thereof the following:

WAGE SCHEDULE**Table 1 - Wages**

Adult Employees

	Rate as at May 2002 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
Grade 1	539.90	19.00	558.90
Grade 2	558.20	19.00	577.20
Grade 3	569.50	19.00	588.50
Grade 4	580.70	19.00	599.70
Grade 5	602.90	19.00	621.90

Table 2 - Allowances

Leading Hand Allowance - Employees	Rate per week as at May 2003 \$	SWC May 2004 %	Rate per week as at 1/10/04 \$
0- 5 employees	23.13	3.5	23.94
6 -10 employees	26.23	3.5	27.15
11-15 employees	34.29	3.5	35.49
16-20 employees	39.58	3.5	40.97
Over 20 employees	39.58	3.5	40.97
Each employee exceeding 20, extra	0.62	3.5	0.64

	Rate per shift as at May 2003 \$	SWC May 2004 %	Rate per shift as at 1/10/04 \$
Relieving Officer	22.46	3.5	23.25
Motor Vehicle/Cycle	22.79	3.5	23.59
Meal Allowance	7.00	3.5	7.25

For other allowances refer to General Section

20. Delete the Wage Schedule from the Shop Assistants Sections 1 and 3 and insert in lieu thereof the following:

WAGE SCHEDULE**Section 1**

Shop Assistants

Years	% of at 21 Rate	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
Under 16	40	218.02	7.60	225.62
At 16	50	272.53	9.50	282.03
At 17	60	327.03	11.40	338.43
At 18	70	381.54	13.29	394.84
At 19	80	436.04	15.20	451.24
At 20	90	490.55	17.10	507.65
At 21	100	545.05	19.00	564.05

Chemist Shops* Tyre Fitters +

Years	% of at 21 Rate	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
Under 16	40	226.68	7.60	234.28
At 16	50	283.35	9.50	292.85
At 17	60	340.02	11.40	351.42
At 18	70	396.69	13.30	409.99
At 19	80	453.36	15.20	468.56
At 20	90	510.03	17.10	527.13
At 21	100	566.70	19.00	585.70

* Dispensing under supervision of a Chemist

+ With Certificate of Qualification

Window Dresser

Years	% of at 21 Rate	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
Under 16	40	220.92	7.60	228.52
At 16	50	276.15	9.50	285.65
At 17	60	331.38	11.40	342.78
At 18	70	386.61	13.30	399.91
At 19	80	441.84	15.20	457.04
At 20	90	497.07	17.10	514.17
At 21	100	552.30	19.00	571.30

Ticket Writer

Years	% of at 21 Rate	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
Under 16	40	220.58	7.60	228.18
At 16	50	275.73	9.50	285.23
At 17	60	330.87	11.40	342.27
At 18	70	386.02	13.30	399.32
At 19	80	441.16	15.20	456.36
At 20	90	496.31	17.10	513.41
At 21	100	551.45	19.00	570.45

Departmental Managers or Branch Manager Supervising**Table 1 - Wages**

	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
Without duty of buying -			
1 - 4 employees	558.37	19.00	577.37
5 - 12 employees	568.76	19.00	587.76
13 - 25 employees	581.78	19.00	600.78
over 25 employees	588.90	19.00	607.90
With duty of buying -			
1 - 4 employees	560.27	19.00	579.27
5 - 12 employees	571.68	19.00	590.68
13 - 25 employees	584.58	19.00	603.58
over 25 employees	593.08	19.00	612.08

Table 2 - Allowances

	Rate as at 1/10/03 \$	SWC May 2004 %	Rate as at 1/10/04 \$
Section Head, Shop Walker, Supervisor, Traveller	9.63	3.5	9.97
Fork lift driver and deliverer	9.63	3.5	9.97

Section 3**Petrol, Oil Resellers and Lubratorium Operators Only**

Day Shift

	% of at 21 Rate	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
Under 16	40	218.02	7.60	225.62
At 16	50	272.53	9.50	282.03
At 17	60	327.03	11.40	338.43
At 18	70	381.54	13.29	394.84
At 19	80	436.04	15.20	451.24
At 20	90	490.55	17.10	507.65
At 21	100	545.05	19.00	564.05

Night Shift Only (30%)

	% of at 21 Rate	Rate as at 1/10/03 \$	Rate as at 1/10/04 \$
Under 16	40	283.43	293.31
At 16	50	354.28	366.63
At 17	60	425.14	439.96
At 18	70	496.00	513.29
At 19	80	566.85	586.61
At 20	90	637.71	659.94
At 21	100	708.57	733.27

Afternoon Shift Only (8%)

	% of at 21 Rate	Rate as at 1/10/03 \$	Rate as at 1/10/04 \$
Under 16	40	235.46	243.67
At 16	50	294.33	304.59
At 17	60	353.19	365.50
At 18	70	412.06	426.42
At 19	80	470.92	487.34
At 20	90	529.79	548.26
At 21	100	588.65	609.17

Alternating Afternoon and Night Shift (20%)

	% of at 21 Rate	Rate as at 1/10/03 \$	Rate as at 1/10/04 \$

Under 16	40	261.62	270.74
At 16	50	327.03	338.43
At 17	60	392.44	406.12
At 18	70	457.84	473.80
At 19	80	523.25	541.49
At 20	90	588.65	609.17
At 21	100	654.06	676.86

Alternating Day and Night * (12.5%)

Alternating Day, Afternoon & Night **

Alternating Day and Afternoon ***

	% of at 21 Rate	Rate as at 1/10/03 \$	Rate as at 1/10/04 \$
Under 16	40	245.27	253.82
At 16	50	306.59	317.28
At 17	60	367.91	380.73
At 18	70	429.23	444.19
At 19	80	490.55	507.65
At 20	90	551.86	571.10
At 21	100	613.18	634.56

For other allowances refer to General Section

21. Delete the Wage Schedule from the Trades and Metal Section and insert in lieu thereof the following:

WAGE SCHEDULE

Table 1 - Wages

Full-time

	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
Process Worker (Engineering Production)	537.83	19.00	556.83
Basic Tradesperson	645.95	19.00	664.95
Engineering Tradesperson (Multi-skilled)	668.35	19.00	687.35
Engineering Tradesperson (Special Class)	700.12	19.00	719.12
Engineering Tradesperson (Senior Tradesperson)	735.45	19.00	754.45

Apprentices

	% of Multi-skilled Rate	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
1st year	42	280.71	7.98	288.69
2nd year	55	367.59	10.45	378.04
3rd year	75	501.26	14.25	515.51
4th year	88	588.15	16.72	604.87

Adult

	1st 2 years - % of Process Worker Last 2 years - % of Multiskilled Rate	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
1st year	85	457.16	16.15	473.31
2nd year	85	457.16	16.15	473.31
3rd year	75	501.26	14.25	515.51
4th year	88	588.15	16.72	604.87

Table 2 - Allowances

	Rate as at 1/10/03 \$	SWC May 2004 %	Rate as at 1/10/04 \$
Broken Shift Allowance	3.85	3.5	3.98
Overtime Meal Allowance	7.92	3.5	8.20
Fare Allowance	8.80	3.5	9.11
On Call Allowance	74.77	3.5	77.39

For other allowances refer to General Section

22. Delete the Wage Schedule from the Transport Section and insert in lieu thereof the following:

WAGE SCHEDULE**Table 1 - Wages**

Grade	Rate as at May 2003 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
Grade 1	538.80	19.00	557.80
Grade 2	555.90	19.00	574.90
Grade 3	567.80	19.00	586.80
Grade 4	578.20	19.00	597.20
Grade 5	604.90	19.00	623.90
Grade 6	611.60	19.00	630.60
Grade 7	631.90	19.00	650.90
Grade 8	673.40	19.00	692.40
Furniture Removalist			
Offsider	545.10	19.00	564.10
Chauffeur	543.90	19.00	562.90

Table 2 - Allowances

	Rate as at 1/10/03 \$	SWC May 2004 %	Rate as at 1/10/04 \$
Long Distance Work - Transport Worker Grade 7 and below	26.88		27.71
Transport Worker Grade 8	29.00		29.25
Description - HIAB type crane or mechanical device (per week)	24.80		25.59

Furniture for employees engaged in furniture removal (per day or part thereof)	4.51		4.65
*Meal Allowance	9.35		9.35
Leading Hand Allowance (per week)	27.22		28.09

For other allowances refer to General Section

23. Delete the Wage Schedule from the Transport Section - Tourist & Service Coach Drivers and insert in lieu thereof the following:

WAGE SCHEDULE

Table 1 - Wages

Adult Employees

Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
548.10	19.00	567.10

Table 2 - Allowances

	Rate as at 1/10/03 \$	SWC May 2004 %	Rate as at 1/10/04 \$
Driver to issue tickets and collect fares (per day)	1.83		1.83
Driving Instructor Allowance (per day)	4.70		4.70
Meal Allowance	9.33		9.33

For other allowances refer to General Section

24. Delete the Wage Schedule from the Warehouse and Carriers Wholesale Wine and Spirit Merchants and insert in lieu thereof the following:

WAGE SCHEDULE

Adults

	Rate as at 1/10/03 \$	SWC May 2004 \$	Rate as at 1/10/04 \$
Checker, Assembler, Sorter, Replenisher, Stock Hand Wrapper/ Tyer, Indoor Salesman, Storeperson	505.35	19.00	524.35
Head Storeperson 1 - 4 Employees	523.50	19.00	542.50
Head Storeperson 5 - 12 Employees	533.90	19.00	552.90

Juniors

	% of Checker	Rate as at	SWC May 2004	Rate as at
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	Rate	1/10/03 \$	\$	1/10/04 \$
16 Years and under	60	303.21	11.40	314.61
At 17 years of age	65	328.48	12.35	340.83
At 18 years of age	75	379.01	14.25	393.26
At 19 years of age	85	429.55	16.15	445.70
At 20 years of age	100	505.35	19.00	524.35

Table 2 - Allowances

	Rate as at 1/10/03 \$	SWC May 2004 %	Rate as at 1/10/04 \$
Broken Shift Allowance	3.85	3.5	3.98
Overtime Meal Allowance	7.92	3.5	8.20

25. This variation shall take effect from the first pay period to commence on or after 10 August 2004.

P. J. SAMS *D.P.*

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(5023)

SERIAL C3245

TRANSPORT INDUSTRY - REDUNDANCY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by TNT Australia Pty Limited.

(No. IRC 4487 of 2004)

Before The Honourable Justice Marks

10 September 2004

VARIATION

1. Insert after subclause (iv) of clause 7, Severance Pay, of the award published 8 September 2000 (318 I.G. 458), the following new subclause (v):
 - (v) McPhee Transport Pty Ltd is exempt from any obligation to make severance payments under clause 7 - severance pay of this award arising out of the progressive merger of the operations of that company with TNT Australia Pty Ltd trading as "TNT Express" with respect to any employee of McPhee Transport Pty Ltd who:
 1. Who is offered employment with TNT Australia Pty Ltd to commence immediately upon the cessation of employment with McPhee Transport Pty Ltd.
 2. The work to be performed under the employment so offered is the same as was previously performed under substantially the same working conditions.
 3. The employee will be afforded in all respects the same remuneration as if he or she had continued to be employed by McPhee Transport Pty Ltd.
 4. All and any entitlements, whether statutory, contractual or arising under any industrial instrument and whether contingent or vested will be preserved and continue to be applied to the employee as if he or she had been employed by TNT Australia Pty Ltd throughout the whole of his or her period of employment with McPhee Transport Pty Ltd, including superannuation entitlements.
2. This variation shall take effect on and from 10 September 2004.

F. MARKS J.

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(140)

SERIAL C3129**CLUB EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4507 of 2004)

Before Mr Deputy President Sams

11 August 2004

VARIATION

1. Delete Table 2 - Other Rates and Allowances, of Part J, Monetary Rates, of the award published 26 November 2004 (347 I.G. 431) and insert in lieu thereof the following:

Table 2 - Other Rates And Allowances

- (i) On and from 11 August 2004:

Item No.	Part No.	Clause No.	Brief Description	Amount \$
1	B	9.5.2, 9.11.2, 9.17.2	Shift Penalty	2.0096 per hour
2	B	9.5.2, 9.11.2, 9.17.2	Minimum Payment	6.86 per day
3	B	9.5.3, 9.11.3	Broken Shift Penalty	9.97 per day
4	B	9.5.4, 9.11.4	Night Shift Penalty	13.25 per day
5	B	12.1.5(a)	Apprentices Prof. Allowance 1st Occasion	2.92 per week
6	B	12.1.5(b)	2nd Occasion	4.85 per week
7	B	12.1.5(c)	3rd Occasion	6.77 per week
8	C	21.1.1(i)	First Aid Allowance	17.53 per week
9	B	9.15.4, 14.1.5, 14.1.6	Meal Allowance	9.35 per occasion
10	C	22.1.1(i)	Clothing - Permanent Employees	16.45 per week
11	C	22.1.1(ii)	Apprentices	6.90 per week
12	C	22.1.1(iii)	Casuals	2.43 per day
13	C	22.1.4	Shoe Allowance Only Clothing - Permanent Employees	3.79 per week
14	C	22.1.4	Apprentices	1.84 per week
15	C	22.1.4	Casuals	0.58 per day
16	C	22.1.9(i)	Laundry Allowance - Permanent Employees	8.25 per week
17	C	22.1.9(ii)	Apprentices	3.73 per week
18	C	22.1.9(iii)	Cummerbund	1.04 per week

19	C	22.1.9(iv)	Casuals	2.43 per day
20	C	22.1.9(v)	Cooks	11.75 per week
21	C	22.1.9(vi)	Apprentice Cooks	4.95 per week
22	C	22.1.9(vii)	Casual Cooks	3.14 per day
23	C	20.1.1(i)	Meal provided - deduct	9.35 per week
24	C	20.1.1 (ii)	Board and Lodgings - deduct	89.29 per week
25	C	20.1.1(iii)	Lodgings only - deduct	42.63 per week
26	C	23.1.1	Tool Allowance	9.49 per week
27	C	23.1.2	Apprentice Tool Allowance	5.75 per week

2. This variation shall take effect from the beginning of the first pay period to commence on or after 11 August 2004.

P. J. SAMS *D.P.*

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(1350)

SERIAL C3286

**KIRKLANDS COACHES PTY LTD SPECIAL HIRINGS (STATE)
AWARD 1997**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 5609 of 2003)

Before Commissioner Murphy

11 May 2004

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Kirklands Coaches Pty Ltd Special Hirings (State) Award 1997 published 22 January 1999 (308 I.G. 105) as varied, be rescinded on and from 11 May 2004.

J. P. MURPHY, Commissioner.

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(1362)

SERIAL C3270

ULAN COAL DELIVERY FACILITY CONSENT AWARD 2001

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4641 and 5897 of 2004)

Before Mr Deputy President Sams

21 October 2004

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Ulan Coal Delivery Facility Consent Award 2001 published 24 May 2002 (333 I.G. 724) as varied, be rescinded on and from 21 October 2004.

P. J. SAMS *D.P.*

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(1629)

SERIAL C3273

CASTLE TOWERS REDEVELOPMENT STAGE 2C PROJECT AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4615 of 2004)

Before Mr Deputy President Sams

21 October 2004

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Castle Towers Redevelopment Stage 2C Project Award published 23 August 2002 (335 I.G. 1150) as varied, be rescinded on and from 21 October 2004.

P. J. SAMS *D.P.*

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(1630)

SERIAL C3269

GLOBAL CENTRE PROJECT AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4612 of 2004)

Before Mr Deputy President Sams

21 October 2004

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Global Centre Project Award published 22 August 2004 (335 I.G. 1290) as varied, be rescinded on and from 21 October 2004.

P. J. SAMS *D.P.*

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(853)

SERIAL C3061

EASTERN DISTRIBUTOR CONSENT (STATE) AWARD 2002

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Employers First, an industrial organisation of employers and a State peak council for employers.

(No. IRC 2323 of 2003)

Before The Honourable Justice Kavanagh

23 July 2003

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Eastern Distributor Consent (State) Award published 18 January 2002 (330 I.G. 953) as varied, be rescinded on and from 23 July 2003.

T. M. KAVANAGH J.

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SERIAL C3487

**ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL RELATIONS
COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA04/318 - All State Electrical Services Construction Enterprise Agreement 2002-2005**

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

New/Variation: Replaces EA01/147

Approval and Commencement Date: Approved and commenced 16 March 2004.

Description of Employees: The agreement applies to all employees of All State Electrical Services, located at Suite 7, Level 3, 44, Bridge Street, Sydney NSW 2000, engaged in construction work within the County of Cumberland, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 19 months.

EA04/319 - Cereform Enterprise Agreement 2004

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

New/Variation: Replaces EA02/312

Approval and Commencement Date: Approved 28 September 2004 and commenced 22 July 2004

Description of Employees: The agreement applies to all employees employed by Cereform, located at 74-76 Redfern Street, Wetherill Park, NSW, 2164, who fall within the coverage of the Starch Manufacturers, &c. (State) Award and the Metal, Engineering and Associated Industries (State) Award.

Nominal Term: 12 months.

EA04/320 - Jennar's Tree Care Pty Ltd Enterprise Agreement 2004-2005

Made Between: Jennar's Tree Care Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 25 November 2004.

Description of Employees: The agreement applies to all employees employed by Jennar's Tree Care Pty Ltd, RMB 485M Windsor Park Rd, Tamworth 2340, who are engaged to perform tree clearing and associated duties for the NSW Electrical Distribution and Transmission Industry, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award

Nominal Term: 24 months.

EA04/321 - Incitec Pivot Logistics Newcastle Enterprise Agreement 2004

Made Between: Incitec Fertilizers Ltd, Incitec Pivot Ltd -&- The Australian Workers Union, New South Wales .

New/Variation: Replaces EA03/22

Approval and Commencement Date: Approved and commenced 17 November 2004.

Description of Employees: The agreement applies to all employees of Incitec Pivot Ltd Primary Distribution Centres located at Greenleaf Road, Kooragang Island and Main Road, Boolaroo (Cockle Creek), who fall within the coverage of the Incitec Ltd NSW Manufacturing Award 1994.

Nominal Term: 28 months

EA04/322 - The Smith's Snackfood Company Ltd - NSW Regional Distribution Centres - Enterprise Agreement 2004

Made Between: The Smith's Snack Food Company Ltd -&- the National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA02/362

Approval and Commencement Date: Approved 15 November 2004 and commenced 1 May 2004

Description of Employees: The agreement applies to all Regional Distribution employees employed by The Smith's Snackfood Company Ltd, located at 799, Pacific Highway, Chatswood, who fall within the coverage of The Smith's Snackfood Company Distribution Consent Award, and the Storemen and Packers, General (State) Award.

Nominal Term: 21 months

EA04/323 - Epic Wright Heaton Pty Ltd Transport Drivers' Enterprise Agreement 2004

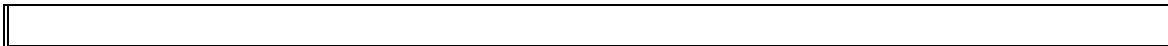
Made Between: Epic Wright Heaton Pty Ltd -&- the Transport Workers' Union of New South Wales.

New/Variation: Replaces EA03/21

Approval and Commencement Date: Approved and commenced 2 December 2004.

Description of Employees: The agreement applies to all employees engaged as Transport Drivers, of Epic Wright Heaton Pty Ltd engaged at the Company's Sydney premises, 119 Vanessa Street, Kingsgrove NSW 2208, who fall within the coverage of the Transport Industry Mixed Enterprises Interim (State) Award.

Nominal Term: 17 months

**EA04/324 - TAFE NSW Riverina Institute National Aerospace Training Centre of Excellence (NATCOE) Enterprise Agreement 2004**

Made Between: NSW TAFE Commission -&- the New South Wales Teachers Federation.

New/Variation: New.

Approval and Commencement Date: Approved 6 December 2004.and commenced 1 October 2004

Description of Employees: The agreement applies to all employees employed by NSW TAFE Commission, 35, Bridge Street, Sydney 2000, engaged as educational staff employed at the National Aerospace Training Centre of Excellence based at the RAAF Base Wagga .

Nominal Term: 36 months.

EA04/325 - Federation of Parents and Citizens' Associations of New South Wales Enterprise Agreement 2004

Made Between: Federation of Parents & Citizens Associations of New South Wales -&- the Australian Services Union of N.S.W.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 2 December 2004.

Description of Employees: The agreement applies to all employees employed by the Federation of Parents and Citizens Associations of New South Wales, located at Darlinghurst NSW 2012, with the exception of employees paid on the salary scale of grade 7 Associations Worker will be exempt from clauses 13(b), 23 and 26 be paid time for time for Time in lieu of overtime, who fall within the coverage of the Social and Community Services Employees (State) Award.

Nominal Term: 12 months.

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**CONTRACT AGREEMENTS APPROVED BY THE INDUSTRIAL RELATIONS
COMMISSION**

(Published pursuant to s.331(2) of the *Industrial Relations Act 1996*)

CA04/8 -Soil 'n' Stuff Pty Ltd Contract Carriers Agreement

Made Between: Soil 'N' Stuff Pty Ltd -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 10 November 2004.

Description of Employees: The agreement applies to all employees employed by Soil 'n' Stuff Pty Ltd, located at 144 Harrow Road, Kogarah, NSW 2217, who perform contracts of carriage.

Nominal Term: 36 months.

Printed by the authority of the Industrial Registrar.