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INDUSTRIAL GAZETTE

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(1394)

SERIAL C3073**SENIOR MANAGERS (NATIONAL PARKS AND WILDLIFE
SERVICE) AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1831 of 2004)

Before The Honourable Mr Deputy President Harrison

13 August 2004

REVIEWED AWARD**1. Arrangements**

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2. Title of Award

This Award will be known as the Senior Managers (National Parks and Wildlife Service) Award 2004.

3. Intention

The purpose of this Award is to partially regulate the salaries and conditions of employment for senior managers in the National Parks and Wildlife Service.

The parties agree that the Award will be interpreted and applied in a fair and equitable manner recognising that all employees of the National Parks and Wildlife Service contribute to working with the community to conserve and foster appreciation of nature, Aboriginal heritage and historic heritage in New South Wales.

4. Definitions

"Accommodation" means - Home, place of abode or residential address, Commercial: hotel/motel/guest house, or an Established/Non Established camps.

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

"Campaign" means those incidents where shift work is introduced by the Incident Controller.

"Crew" means a group of up to five officers assigned under the control of a Crew Leader to undertake incident management duties.

"Crew Leader" means an officer responsible for leading a crew to implement a strategy. The Crew leader ensures the work is undertaken efficiently and safely, and is responsible for managing and recording the crew's operations.

"Crew Member" means an officer diverted from their day-to-day activities to undertake work associated with the management of an incident.

"Daily contract hours" are the number of ordinary hours of work an employee is required to perform on an ordinary working day.

"Dependant" means a partner, husband, wife, child, elderly parent or family member with a disability.

"Director-General" means the Director-General of the National Parks and Wildlife Service or an officer acting under the delegation of the Director-General.

"Dispute" is a disagreement between employees and the Service concerning the employment relationship.

"Division Commander" means an officer who is under the direction of an Operations Officer and who is responsible for a number of sectors to which specific work tasks are allocated.

"Duty Officer" means an officer rostered for duty or operating after hours, as directed by the Director-General, to serve as co-ordinator of the Director-General's emergency response organisation by receiving and passing on reports and other information, altering reserve resources where necessary, liaising with other organisations involved in emergency response performing normal duties as required.

"Employee" means and includes all persons permanently or temporarily employed by the National Parks and Wildlife Service, under the provision of the *Public Sector Employment and Management Act, 2002* as varied.

"Family" means a group of persons of common ancestry, or all persons living together in one household or a primary social group consisting of parents and their offspring.

"Fieldwork" refers to work undertaken in the field in an area away from an employee's normal work location, and which precludes the employee from returning to his/her normal place of abode at the conclusion of each shift.

"Grievance" is any workplace problem which causes an employee concern.

"Incident" means an unscheduled activity such as wildfire suppression, wildlife rescue, flood and storm relief, search and rescue, cetacean stranding, accident and substance spill attendance, or as otherwise approved by the Director-General. (N.B. Does not include hazard reductions)

"Incident Controller" means an officer responsible for incident activities including the development and implementation of strategic decisions and for approving the ordering and releasing of resources.

"Incident duties" means all work involved in emergency incidents effort in which there is Service participation from when an event is declared an incident until it is declared over by the Incident Controller. Duties may include: the initial reporting, reconnaissance, organisation of resources, control, mop-up, patrol to completion of incident duties, and may involve office duties in the organisation and direction of the emergency response as well as work at the scene.

"Logistic Officer" means an officer responsible for providing facilities, services, and materials in support of the incident.

"Monday to Friday Workers" are employees whose ordinary hours of work are Monday to Friday inclusive.

"Nominated working place" means the location where an employee normally commences work.

"Ordinary working hours" means the average number of hours the employee is required to work each week.

"Operations Officer" means an officer responsible for the management of all operations directly applicable to the incident.

"Planning Officer" means an officer responsible for the collection, evaluation, dissemination and use of information about the incident and status of resources.

"Public Employment Office" is, for the purposes of any Act, a statutory body representing the Crown.

"Project team" is a team of employees established to work on a designated project.

"Rostered Day Off" means the day/s of the week that the employee is not required to work, except those days that are taken as approved leave, time in lieu or as an allocated day off.

"Sector Commander" means an officer who is responsible for implementation of the designated portion of the Incident Action Plan, allocation of resources within the sector, and reporting on progress of command operations and status of resources within the sector.

"Senior Manager" means and includes all officers employed under this Award who occupy a position which has been evaluated using the Service's points factor job evaluation system at 650 or more OCR points and occupy a position which is designated as managerial by the Director-General.

"Service" means the NSW National Parks and Wildlife Service.

"Settlement Period" is the 4-week roster period.

"7 Day Roster Workers" are employees whose ordinary hours of work may be worked on any day, Monday to Sunday (inclusive).

"Standby" means when an officer has been directed by the Director-General, or their nominee, to be available outside normal working hours for immediate call-out or response.

"Supervisor" means an officer who has the responsibility for managing the work and performance programme of a Senior Manager.

5. Salaries

- (i) Salaries will be those set out in Annexure 1.
- (ii) Salaries are inclusive of leave loading.
- (iii) The rates of pay prescribed by this Award for employees classified Senior Managers are compensation for early and late starts to work, work on weekends and Public Holidays, annual leave loading, overtime (except as provided for in Clause 26 of this Award) and are in lieu of the following allowances:

Allowance for use of room at home as an office

Allowances for travel to and from work

Boot Allowance

Camping allowances

Camping equipment allowances

Community language allowance

Composite allowance

Diving allowance

First aid allowance

Flying allowance

Forage allowance

Kosciusko

Laundry and Dry Cleaning allowances

Meal allowances when performing overtime

On-call allowances

Specialist allowances

Travelling and meal allowances for attendance at examinations

Travelling Compensation leave

6. Salary and Benefits Packaging

- (i) Salary and benefit packaging arrangements are only available to Grade 3 Senior Managers.

- (ii) By mutual agreement with the Service, a Senior Manager Grade 3 may from time to time, elect to receive:
 - (a) a benefit or benefits selected from those contained in Annexure 2, and
 - (b) a salary equal to the difference between the salary prescribed in respect of the Senior Manager by Clause 5 of this Award, and the amount specified by the Service from time to time for the benefit(s) provided to or in respect of the Senior Manager in accordance with such agreement.
- (iii) Such an agreement will be recorded in writing and will be known as a Salary and Benefit Packaging Agreement. The Agreement will provide for the way in which leave on less than full pay; leave without pay; the effect of promotion or demotion; termination of the Agreement and such other matters as parties to the Agreement consider necessary are to be dealt with.
- (iv) A Salary and Benefit Packaging Agreement shall be for a period of 12 months, unless a shorter period is mutually agreed between Senior Manager and the Service at the time of signing the Salary and Benefit Packaging Agreement.
- (v) The Service may vary the range and type of benefits available under Annexure 2 from time to time, following discussion with the Association. Such variation shall apply to any existing or future Salary and Benefit Packaging Agreement from the date of such variation.
- (vi) The Service will determine from time to time the value of the benefits provided in Annexure 2, following discussion with the Association. Any variation in the value of a benefit will apply to any existing or future Salary and Benefit Packaging Agreement from the date of such variation. In this circumstance, the Senior Manager may elect to terminate the Salary and Benefit Packaging Agreement immediately.
- (vii) Any allowance, penalty or other payment other than leave payments, to which a Senior Manager is entitled under this Award or any applicable award or statute which is expenses to be determined by reference to a Senior Manager's salary, will be calculated by reference to the salary which would have applied to the Senior Manager under Clause 5 of this Award, in the absence of the Salary and Benefit Packaging Award made under this clause.

7. Allowances

- (i) Expense related allowances will be indexed from 1 July each year by the amount for the national Consumer Price Index, as published by the Bureau of Statistics.
 - (A) Home Office Allowance
 - (i) A Senior Manager who has an office established in their home for the purpose of undertaking work at home, shall be entitled to claim the following expenses up to a total maximum of \$480 per annum;
 - computer hardware, computer software or other computing equipment
 - office furniture
 - relevant books, journals or magazines; and
 - stationary and computing consumable.
 - (ii) The allowance is non cumulative and can only be used to cover expenses incurred during the calendar year for which the allowance is claimed.
 - (iii) To claim the allowance proof of expenditure is required, or in the case of amounts less than \$10.00, expenses would be documented.

(B) Remote Area Allowance

- (i) The remote areas allowance seeks to compensate staff for increased costs of living, the climatic conditions of areas designated "remote" and the level of disturbance of partners and family.
- (ii) Remote area means the area of the State of NSW situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely, Conargo, Coleambally, Hay, Rankin's Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town. It also includes Nadgee, Montague Island and Lord Howe Island.
- (iii) The allowances specified in subclause (iv) of this clause, will be paid to those employees who meet the criteria set out in the Personnel Handbook and who live in a remote area as defined in subclause (v) of this clause.
- (iv) The allowance replaces the Commonwealth allowance paid to employees on Lord Howe Island.
- (v) The rates of the allowances will be:

GRAD	WITH DEPENDANTS	WITHOUT DEPENDANTS
E		
A	\$3,000	\$2,100
B	\$4,000	\$2,800
C	\$5,000	\$3,500

For the purpose of this Award the following locations will be included in Grades "B" and "C".

Grade "A" - all locations in remote areas, as defined, except those specified as Grade B or C and including Nadgee.

Grade "B" - is payable to employees living in the following locations: Angledook, Barrigun, Bourke, Brewarrina, Clare, Engonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ride, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia, Wilandra and including Menindee, Kinchega, Macquarie Marshes and Gunderbooka.

Grade "C" - is payable to employees living in the following locations: Fort Grey, Mootwingee, Mount Wood, Nocoleche, Olive Downs, Tibooburra, Yathong and including Witta Brinna, Tarawi, Irymple, Lord Howe Island and Montague Island.

- (vi) Should staff be located in other remote locations not specified in this Award, the grading for payment will be determined between management and the relevant unions.

8. Progression

- (i) Progression within grades shall be by formal performance assessment.
- (ii) Progression to a higher grade shall be by competitive selection for an advertised vacancy.

9. Appointment

- (i) Appointment to a vacant position will be by way of competitive selection based on the merit principle and in accordance with the provisions of the *Public Sector Employment and Management Act 2002*, as varied.

- (ii) Appointment to a higher starting salary point above the base level within the grade will be determined by the Director-General or nominee, following assessment of the successful applicant's educational qualifications, past work experience in a related field and/or relevant skill level.

10. Higher Duties

- (i) Employees who relieve in a higher position for a period of at least 5 consecutive work days, will be paid a proportion (from 50%-100%) of the difference between the substantive salary rate of the occupant of the higher position and the employee's salary. The proportions shall depend on the range and level of duties performed in the position.
- (ii) The terms and conditions of the higher job apply for the duration of the relieving period.
- (iii) The duties and the amount of the higher duties allowance shall be mutually agreed to prior to the relieving period.

11. Project Teams

- (i) The Director-General or nominee may request employees to perform work in a designated project team.
- (ii) An employee may decline an offer to work in a designated project team.
- (iii) When undertaking work in a designated project team, the employee shall be paid:
the rate for the job as determined by job evaluation; or
at least one salary level higher than their substantive rate.
- (iv) An employee working in a designated project team on a full-time basis will not be required to carry out the duties of their substantive position in addition to the project duties.
- (v) Project team jobs may be either full-time or part-time.

12. Hours

The organisation of work and ordinary hours will optimise work effectiveness and the fulfilment of the reasonable needs of employees.

The standard hours of work will be those necessary for the completion of routine work and this clause sets out the ordinary hours and conditions attached to exceptions (other than declared emergencies).

General

- (i) Except as otherwise provided, ordinary hours of work will be an average of 35 per week, over a 4-week period, to be worked between 6am and 8pm.
- (ii) An appropriate level of service is to be maintained between the hours of 8.30am and 4.30pm on weekdays consistent with the Guarantee of Service Policy.
- (iii) No employee will be able, or be required (other than in emergencies) to work more than 10 ordinary hours per shift (exclusive of travelling time).
- (iv) The pattern of hours will be agreed to between the employee and management of the area with regard to the needs of the Service, employees and provision of services to our customers.
- (v) Hours of work for positions and/or classifications will be determined under part A of this clause.

- (vi) The implementation of this clause will be monitored closely.

Ordinary hours may be organised as follows:

(A) 24-hour bandwidth -

A 24-hr bandwidth, inclusive of weekends and public holidays, is necessary for those positions which involve senior managerial work as part of their normal duties. A 24-hr bandwidth provides the Service with the flexibility required to ensure that essential urgent tasks are conducted in an efficient and timely manner.

- (i) Ordinary hours to be worked Monday to Sunday (inclusive).
- (ii) Ordinary hours to be worked at any time within a 24-hour bandwidth, with no fixed core time.
- (iii) Hours worked by 24-hour bandwidth workers are those required to perform the work subject to:
 - (a) Not more than 10 hours are to be worked in one day;
 - (b) Hours usually being worked from Monday to Friday;
 - (c) An employee having 2 days off per week;
 - (d) An employee not being directed to work more than 12 consecutive days;
 - (e) An employee not being directed to work more than 2 consecutive weekends; and
 - (f) An employee not being directed to work more than 75 days field work per annum.
- (iv) Senior Managers may be required to work an unspecified number of shifts on weekends, or on public holidays or outside the standard bandwidth of 6am to 8pm. The salary for these positions recognises this requirement, and no additional allowance is payable.
- (v) If a Senior Manager is directed to work for extended periods, then after completing the work and with his/her supervisors' approval, the Senior Manager may take an agreed period of time off. Such time is at the discretion of the Senior Manager's supervisor.

13. Meal Breaks

- (i) An unpaid meal break of at least 30 minutes shall be taken no later than 5 hours after the commencement of work.
- (ii) In some cases, due to the nature of the work, the meal break shall be for a set period of time. In these cases, employees shall be allowed at least 30 minutes.
- (iii) A meal break of 30 minutes shall be taken no later than two (2) hours after the commencement of overtime.
- (iv) If overtime continues, an additional meal break of 30 minutes shall be taken after the completion of each 5 hours worked.
- (v) Meal breaks taken whilst working overtime shall be paid at single time rates.

14. Rest Breaks

The overtime provisions in this clause are not payable to Senior Managers unless working under incident conditions.

- (i) There must be a break of at least ten (10) consecutive hours between an employee's ordinary shifts.
- (ii) Employees required to continue work after their rostered finishing time, except where the hours have been varied, are required to have a rest break of at least 10 consecutive hours before again commencing work, and be paid for any time lost.
- (iii) Where an employee is directed to commence work without having had their required rest break, they will be paid overtime rates until they are released from duty,
- (iv) Where an officer is recalled to work after their finishing time, and works for a total of less than 4 hours, they are entitled to a rest break of at least 7 consecutive hours before their next start time, and are entitled to be paid for any time lost. If they are directed to return to work and have not had their rest break, they are to be paid at overtime time rates until they are released from duty.
- (v) Where an officer is recalled to work after their finishing time, and works for a total of more than 4 hours, they are entitled to a 10-hour rest break and shall be paid for any time lost. Where the employee is directed to commence work without having had their required rest break, they will be paid overtime rates until they are released from duty.

15. Temporary Employees

- (i) A temporary employee is engaged consistent with section 38 of the *Public Sector Employment and Management Act 2002*, as varied.
- (ii) Temporary employees shall be entitled to uniforms (if the position requires such use), Annual Entry Permits (for temporary employees employed for over twelve months), training and staff development opportunities and the application of Public Sector discipline procedures (for employees who have been employed for more than twelve months).
- (iii) In accordance with the Superannuation Guarantee legislation, all employees of the Service are entitled to 8% employer based contributions to First State Superannuation. Temporary employees should be advised of this benefit at the time of induction.
- (iv) Temporary employees, employed for a period in excess of three months are entitled to the accrual of leave. In the case of temporary employees employed for less than three months, no leave accrual is available, however payment of 4/48ths in lieu of recreation leave will be made on termination.

16. Public Holidays

- (i) Senior Managers may be required to work ordinary hours on a public holiday.
- (ii) Senior Managers shall not receive any additional payment for ordinary hours worked on a public holiday.
- (iii) Senior Managers shall not receive an additional day off or annual leave day for ordinary time worked on a public holiday.

17. Public Service Holiday

- (i) All employees shall be entitled to the Public Service Holiday in accordance with the directives issued by the Premier each year.

- (ii) Employees who are unable to take the Public Service Holiday at the required time, will be able to take a day off in lieu during the following leave year at a time convenient to the Service.

18. Part-Time Working Arrangements

- (i) Part-time work may be available to:
 - (a) full time and temporary employees who wish to work part-time in an existing position;
 - (b) existing full-time or part-time employees applying for promotion or transfer if they are willing to work the approved hours of the position;
 - (c) staff recruited and appointed or employed to work in a position where the approved hours are less than full-time.
- (ii) The decision to work part-time is purely voluntary. No person can be directed or placed under any duress to move from full-time to part-time or vice versa.
- (iii) Part-time staff may elect to work full-time, or vice versa, at any time, subject to the appropriate work being available for the classification and level, grade or class of the position and it is convenient to the Service.
- (iv) Return to full-time employment before the expiry of the agreed period of part-time work is subject to availability of work and adequate period of notice.
- (v) Part-time employees must not be expected to carry out all of the responsibilities of a full-time job in part-time hours.
- (vi) Part-time staff with other fixed responsibilities at times when they are usually not at work should not be subjected to pressure to be available for work outside their usual part-time hours. Where the nature of work is such that the circumstances are exceptional (eg a legal officer required to appear in court) special arrangements to work outside of agreed part-time hours need to be negotiated at the outset.

19. Job Sharing

- (i) The Service is committed to providing flexible work conditions through job sharing.
- (ii) The Service will support officers sharing a position provided that:
 - (a) the arrangement is fair and equitable to the officers involved;
 - (b) the officers involved in the job sharing arrangement agree to the arrangement
 - (c) the arrangement can be on a permanent or temporary basis;
 - (d) the arrangement is in the best interests of the smooth functioning of the Service, ensuring that customer/client service is maintained.
- (iii) The days each officer shall work should be consecutive, and negotiated and agreed to by all parties involved before commencement of employment
- (iv) Some examples are; 2 days one week and 3 days the next week; Thursday to Wednesday worked on alternate weeks; Monday, Tuesday, alternate Wednesday and alternate Wednesday, Thursday, Friday.
- (v) The officers involved in the job share arrangement should maintain close contact to ensure continuity of work completed by them.

- (vi) The supervisor will be responsible to ensure both officers are treated equitably. This includes workload distribution, access to information and access to training and development opportunities.

20. Annual Leave

- (i) All Senior Managers receive 4 weeks leave per year.
- (ii) Annual leave loading is no longer payable as a separate payment; it has been included in salary.
- (iii) All employees under this Award are required to take the equivalent of a minimum of 10 continuous days of Annual Leave in any leave year (1 December to 30 November).
- (iv) Annual leave can be taken with a combination with Leave Without Pay, subject to Service convenience.
- (v) Employees receiving 4 weeks annual leave may accrue a maximum of 40 days leave.
- (vi) Employees may apply to accrue leave in excess of the relevant maximum in accordance with the provisions of the *Public Sector Employment and Management Act 2002* as varied.
- (vii) Employees working in the Western Division of the State, as defined in the 2nd schedule of *the Crown Lands Consolidation Act 1913*, shall accrue an extra 5 working days annual leave per year.

21. Concessional Leave

- (i) Senior Managers agree not to partake of the concessional leave granted to Service Employees from time to time by the Premier, such as the half-day at Christmas.

22. Sick Leave

- (i) Sick leave entitlements provided for in this award will be 15 per year in accordance with sections 84-92 of the *Public Sector Employment and Management (General) Regulation 2002*.
- (ii) Employees may be granted special sick leave in addition to the annual or accumulative entitlement and its application is reserved for occasions of long-term sickness only.
- (iii) Special Sick Leave shall be granted subject to the employee being absent for a continuous period of at least 2 months and that the employee has exhausted or will exhaust all normal sick leave entitlements.
- (iv) The grant of Special Sick Leave will be considered on a case by case basis at the discretion of the Director-General.

23. Contact With Employees on Parental and Maternity Leave

- (i) Senior Managers agree to the conditions of the Service's Parental/Maternity Leave Contact Policy which aims to maintain contact with employees while they are on leave, improve the retention rate of employees following return from leave and to encourage continuity of career.
- (ii) All supervisors will meet with employees before they take parental or maternity leave to jointly agree to mechanisms for keeping in contact during the period of leave.
- (iii) Ways of keeping in contact may include:
 - (a) being mailed topical information such as NAPAWI, training calendars;
 - (b) being advised of any major changes which impact upon their job;
 - (c) regular phone contact with a supervisor or colleague; and

- (d) attendance at relevant training courses, particularly close to the time that the employee is due to return from leave.
- (iv) It is recognised that some employees may not wish to keep in contact with the Service while they are on leave.

24. Family/Personal Leave

- (i) Employees covered by this Award will be entitled to Family and Community Service Leave which replaces the entitlement to Short Leave as detailed in the Personnel Handbook.
- (ii) Family and Community Service leave is paid leave which may be granted by the Director-General to an employee, subject to Service convenience.
- (iii) Family and Community Service leave may be granted in the following circumstances:
 - (a) to care for family members;
 - (b) to arrange or attend the funeral of a close family member;
 - (c) where weather conditions threaten life or property or where an employee is prevented from reporting for duty by conditions such as fire, flood or snow.
- (iv) The maximum amount of Family and Community Service leave on full pay, which may be granted, is:
 - (a) during the first 12 months of service - 3 working days; or
 - (b) after the completion of 12 months service - 6 working days in any period of 2 years; or
 - (c) an amount calculated by allowing 1 working day for each completed year of service after the completion of 2 years continuous service and then deducting therefrom the total amount of short or Family and Community Service leave previously granted to the employee;whichever is the greater amount.
- (v) The Director-General may approve the granting of Family and Community Service leave above the entitlement for special circumstances (e.g., additional leave for Aboriginal staff to attend funerals of close family members).

(A) Sick Leave to Care for Sick Dependants

An employee may use sick leave to care for sick dependants as per Clause 85 of the Crown Employees (Public Service Conditions of Employment 2002) Award and Chapter 6.15-2.3 of the Personnel Handbook December, 2003.

(B) Unpaid leave for family purposes

- (i) An employee may elect, with the consent of their manager, to take unpaid leave for the purposes of providing care and support to a class of person set out in subclause A above who is ill.

(C) Make up time

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

25. Leave Without Pay

- (i) Employees covered by this Award are entitled to Leave Without Pay in accordance with the Service's Leave Without Pay policy.
- (ii) All approvals for Leave Without Pay are at the convenience and discretion of the Service. The Director-General in dealing with any applications shall have regard to the needs of the Service, but as far as practicable shall deal with the application in accordance with the wishes of the employee and in an equitable and consistent manner.
- (iii) Leave Without Pay (either on a full-time or part-time basis) will be considered on the following grounds:
 - (a) study purposes
 - (b) pressing necessities such as childcare and compassionate needs
 - (c) travel in conjunction with other paid leave
 - (d) career breaks
 - (e) other situations on a case-by-case basis provided the employee intends to resume duty on the expiration of leave.
- (iv) The maximum amount of Leave Without Pay which will be granted before an employee will be requested to relinquish their rights to a position will be of the equivalent of 12 months full time. An employee may be asked to relinquish their position for a period of less than 12 months Leave Without Pay; eg where it is difficult to attract employees to a temporary position.
- (v) Officers seeking Leave Without Pay greater than the equivalent of 12 months full-time will be made supernumerary upon resumption of duty; ie an officer who does not occupy a permanent position but has not yet been declared excess.
- (vi) In approving Leave Without Pay, Senior Managers agree that the Service may consider backfilling of positions as follows:-
 - (a) applications for Leave Without Pay greater than 12 months (full time equivalent); the position may be permanently filled,
 - (b) applications for Leave Without Pay between 3 months and 12 months: (full time equivalent) if the position is to be filled it will be by way of temporary appointment, except where the incumbent has relinquished their rights to the position.
 - (c) Applications for Leave Without Pay less than 3 months (full time equivalent): if the position is to be filled it will be by way of Higher Duties or temporary assistance.
- (vii) Leave Without Pay will not be available for temporary employees except under exceptional circumstances.
- (viii) Once approval has been granted for Leave Without Pay extension will not be granted unless exceptional or unforeseen circumstances can be demonstrated.
- (ix) Prior approval must be sought by an employee who wishes to resume duty at an earlier date.
- (x) Applications for Leave Without Pay are to be submitted on a leave form, which is to be accompanied by a written application stating the reason(s) Leave Without Pay is being sought. For part-time leave

without pay, a timetable is also to be included, stating the days, times and amounts in hours the officer proposed to work each week.

- (xi) The Supervisor is to make a recommendation as to whether Leave Without Pay should/should not be granted. The proposed timetable is also to be endorsed. The recommendation must also specify the method of filling the position.
- (xii) The minimum amount of notice which must be given for Leave Without Pay applications is two (2) months. The only exception will be where an employee required Leave Without Pay as specified in (iii)(b).
- (xiii) Delegation to approve applications will be as set out in the Human Resources Delegation Manual.
- (xiv) Applications for Leave Without Pay must specify whether approval to seek private employment is sought for the period of Leave Without Pay.
- (xv) Employees on Leave Without Pay may elect to have their salary averaged over the period of Leave Without Pay; eg where an employee takes four weeks unpaid leave in addition to their annual leave entitlement of four weeks.

26. Incident Conditions

The following conditions apply in circumstances where an incident is declared and approved by the Regional Manager or Divisional Manager until such time as the declaration of the incident is lifted.

(A) Conditions

- (i) For the purpose of calculating payment for incident duty, the salary rate shall be the employee's substantive salary or as prescribed in the Incident Responsibility Rates section, whichever is the greater.
- (ii) Call out to attend an Incident will be paid at a minimum of three (3) hours overtime or by mutual agreement time in lieu at overtime rates.
- (iii) All travel to and from an incident will be paid as if part of the Incident.
- (iv) Start and Finish Times:
 - (a) On a normal rostered day on, start will be from normal workplace and finish will be on return to normal workplace plus 30 minutes.
 - (b) On a Rostered Day Off, start will be on leaving place of abode and finish will be on return to place of abode plus 30 minutes.
 - (c) Where it is not possible to return to place of abode or normal workplace, start will be on leaving accommodation and finish will be on return to accommodation plus 30 minutes.
 - (d) Where an employee is called to an Incident from their place of abode after the completion of a normal shift, starting time will be at the time of the call, finishing time will be on return to accommodation plus 30 minutes.
- (v) A normal shift is seven (7) hours, however employees may only be required to work a maximum of twelve (12) hours on site. However, the initial shift following the declaration of an Incident may extend to a maximum of sixteen (16) hours on site. (The Intention of this Award is to allow flexibility in exceptional circumstances; eg new crews arriving late, unforeseeable worsening of the Incident).

- (vi) A minimum eight (8) hour break, not including travelling time, must be taken between shifts, and where possible a ten (10) hour break is recommended.
- (vii) After completion of three (3) consecutive shifts on incident duties a twenty-four hour break with payment at single time rates, shall be provided before continuing with incident duties. The 24 hour break is to be extended to five 95 shifts for employees carrying out support functions (ie Catering Teams, Administration Assistance).
- (viii) It is the responsibility of the Incident Controller or nominee to ensure that reasonable shift and rest periods are adhered to.
- (ix) On completion of Basic Fire Modules all employees will be issued with a day pack and a remote/night pack.
- (x) If an employee is away from their own work location for the purposes of attending an Incident, and are not required to work and it is not possible to return to their home, seven hours normal pay will be paid per day until they return home or their usual place of work, whichever is the sooner.
- (xi) Employees required to work on their Allocated Day Off/Flexi Day/Rostered Day Off will receive either:
 - (a) overtime for the whole shift in addition to the normal pay for the day; or
 - (b) overtime for the whole shift (minus the normal days pay) plus a day off in lieu of the rostered day off to be taken at a mutually agreed time.

This must be marked clearly on time sheets or the assumption will be that the rostered day off has been deferred.
- (xii) Employees directed to return from annual leave to attend an Incident will be compensated for pre paid accommodation, return travel from their leave destination to home at either First Class Rail Travel or economy air travel for themselves and any dependents or at Official Business Rate if a private vehicle is used. Employees will be further compensated by single hourly rate for all hours travelled. Such employees will have the same option as employees called from an Allocated Day Off or Flexi Day Off.

(B) Incident Responsibility

- (i) Employees working in incident positions shall be paid at the following rates:

Crew Member	Class 3	Year 2	\$31,171 p.a.
Crew Leader	Class 5	Year 2	\$35,021 p.a.
Sector Commander	Class 6	Year 2	\$38,878 p.a.
Divisional Commander	Class 8	Year 2	\$44,030 p.a.
Operations Officer	Class 9	Year 2	\$47,275 p.a.
Planning Officer	Class 9	Year 2	\$47,275 p.a.
Logistics Officer	Class 12	Year 2	\$58,546 p.a.
Incident Controller	Class 13	Year 2	\$64, 886p.a.

These rates were set following job evaluation of these positions

- (ii) Employees will be paid at their substantive hourly rate or at incident responsibility rate, whichever is greater.
- (iii) The overtime barrier rate does not apply in incident situations, except for Senior Managers who will be paid overtime at the appropriate incident rate or maximum Clerk (A&C) Grade 12, whichever is the greater.

- (iv) Employees must be appointed to or exercise the responsibility of an incident responsibility position for a minimum of three (3) hours to receive incident responsibility rates. Those required to undertake responsibility for less than three hours have the opportunity to develop experience.
 - (v) When new incident positions are created they will be evaluated to determine the appropriate salary.
- (C) Payment Associated with Incidents
- (i) This replaces the provisions of Clause 5, Salaries, in relation to overtime worked in respect of incidents.
 - (ii) Payment will be calculated as follows:
 - (a) Double time for all hours from start of incident regardless of day, night, Saturday, Sunday or public holidays.
 - (b) Normal day's pay or part thereof is deducted for both day and night shift.
 - (iii) No employee shall have time deducted from pay for meal breaks unless they are actually relieved of Incident Duties for the period of the break and clean up time; eg 30-45 minutes. Where meals are provided to an employee on the ground and eaten in conjunction with incident duties, no deduction will be made from pay.
- (D) Family
- (i) The Service will compensate employees for additional dependant care expenses (receipts must be provided) relating to time worked during the incident. This must be arranged with the Incident Controller as soon as practical and each case will be assessed by the Incident Controller.
 - (ii) The Service will notify a nominated family member or friend as to the whereabouts of employees when extended shifts are required.
- (E) Provision of meals and accommodation whilst working on Incident
- (i) The Service will generally provide meals including breakfast, lunch and dinner, and provide supper for employees working night shift.
 - (ii) Employees commencing at their normal workplace will provide their first meal where the meal break falls within their normal seven-hour shift.
 - (iii) If no meal is supplied, a payment of \$15.00 per meal is made.
 - (iv) Wherever possible employees will be allowed to return home or the Service will provide accommodation in a hotel or motel.
 - (v) Where returning home or to other accommodation is not possible or practical and the employees are required to camp, they will be paid the Field Allowance set out in Clause 7, Allowances, of this Award.

27. Working from Home

- (i) Supervisors may allow employees to work from home, however working from home is not to be a routine arrangement.
- (ii) Employees covered by this Award may be given approval to work from home from time to time.

- (iii) Greater access is to be given to employees working from home where:
 - (a) family members are sick; or
 - (b) where a project/report is requiring urgent completion and for productivity reasons working from home will achieve this;
 - (c) for weekend and night emergency incident management; and
 - (d) where the nature of the work allows for it.
- (iv) In some cases where family members are sick, employees may work from home and combine this with their entitlement to Family/Personal leave (where available and appropriate).
- (v) When working at home, employees must ensure that they are contactable by their office.
- (vi) Employees are covered by workers compensation where prior approval has been given to the employee to work from home.

28. Employer Sponsored Child Care

- (i) The parties to this award confirm a commitment to provide assistance to employees of the Service so they may pursue employment in the knowledge that their children are being well cared for in a safe and happy environment.
- (ii) The Service will sponsor accredited Vacation Care Programs. These programs are available to children of 5-12 years of age at a minimal charge to parents. Where it is not practical to set up a program, (maybe because of lack of numbers) the Service will sponsor places on existing programs.

29. Dependant Care

- (i) Where dependants of the employee are sick and require care, the Service will continue to support the officer in the following ways:
 - (a) Personal/Carer's leave may be taken by an employee to attend to any medical needs a dependant may have; or
 - (b) Where circumstances allow, an employee may negotiate with their supervisor to work at home.
- (ii) In circumstances where an employee with a sick dependant is required to attend to work that can not be completed from home (eg an urgent meeting) assistance will be available to pay for additional costs associated with in home care for the dependant, subject to the provision of receipts.
- (iii) The Service will meet the additional costs involved in before and after school care, where an employee is required work beyond their regular house, resulting in additional cost to the officer for child care, in an accredited child care program, subject to the provision of receipts.
- (iv) Each application will be determined on its merits.
- (v) The Service will provide dependent care assistance so employees can attend residential training and development activities.
- (vi) The Service will provide dependent care assistance to employees required to work during emergency situations.
- (vii) The Service will compensate the employee for additional dependent care expenses relating to hours working during an incident.

30. Families and Field Work

- (i) Employees from time to time will be required to undertake either field work or to work away from their normal headquarters.
- (ii) On occasion it may be necessary, or an employee may wish to take their family on a field trip. This may be due to the duration of the trip or child care or elder care responsibilities.
- (iii) The Service would generally find it acceptable for an employee to take family members on field work provided that there is dependent care for small children or elderly relatives.
- (iv) The independent care must not be undertaken by one of the following persons:
 - (a) an employee of the Service;
 - (b) a contractor of the Service who is engaged to undertake fieldwork during the particular expedition.
- (v) Where an employee wishes to be accompanied by their family on a field trip and extend their stay on personal issues the employee will need to take some form of approved leave which may consist of recreation or extended leave.
- (vi) Employees who wish to be accompanied by a family member on single day trips must obtain approval from their supervisor prior to the trip for the purpose of insurance coverage.
- (vii) Employees who wish to be accompanied by a family member on working trips of more than one day must obtain approval from their supervisor.

31. Training and Development

- (i) The Service is committed to the skill development of Senior Managers.
- (ii) The training and development of Senior Managers will be linked to the Performance Management and Development System. Staff Development Plans will be established through the system and be relevant to the employee's current position and their future career path.

Training and development options include: on the job training; attendance at internal and external courses and conferences; self-paced learning eg video training; project team work; mentor systems; higher duties opportunities; job rotation and exchange programs.
- (iii) In addition to this, through the Management Development Strategy, the Service will provide management development activities for Senior Managers, to ensure they possess the knowledge, skills and attitudes necessary to achieve the corporate goals.
- (iv) The Service will implement Staff Development Policies and Procedures to ensure consistency and equity is afforded to all employees.
- (v) The Service's commitment to training and development include a commitment to provide adequate support and resources: including full time trainers; external training providers (where necessary); time and money to ensure the effectiveness of the staff development program.
- (vi) A minimum amount equivalent to \$2000 for each employee under this Award for each financial year will be allocated to the training and development of Senior Managers. This allocation will be used to enhance the managerial skills, personal development of Senior Managers.
- (vii) The expenditure of the general training and development allocation will continue to be reviewed by the Staff Development Consultative Committee and Regional Staff Development Committees.

32. Study Assistance

- (i) The Service will support employees gaining additional skills through formal study.
- (ii) Officers are entitled to apply for study time and study leave in accordance with the provision of the Personnel Handbook.
- (iii) The Service has established and will continue to support the NPWS Study Assistance Program. The position offers up to one full year to part year study support to one or more Service employees. Selection for the program is competitive.
- (iv) The following costs associated with courses will be reimbursed by the Service in accordance with the following guidelines:

Higher Education Contribution Scheme (HECS) Fee; or

Where HECS does not apply, compulsory fees (ie fees paid upon enrolment - union, student's council fees, TAFE administration charges, registration fees etc).

- (v) The proportion of fees to be refunded will be as follows:
 - (a) 100% refunded where the course/subject is directly relevant to the Service's operations or needs and is approved as such by the Director-General; or
 - (b) 50% refunded where the course/subject is relevant to Public Service needs generally, but not directly to the Service needs.
- (vi) Refunds will be paid for a maximum of seven annual occasions.
- (vii) To be eligible to receive a refund, an employee must:
 - (a) have been employed in the Service prior to the final examination in the academic period under consideration and also be in employment on the date reimbursement is requested.
 - (b) produce evidence of having successfully completed a full stage of an approved course (or the subjects enrolled in at the start of a semester/year); and
 - (c) produce receipts substantiating payments made for compulsory fees or HECS fee incurred.

33. Workplace Accommodation

- (i) The Service will ensure that all staff are provided with a work environment that at least meets minimum acceptable standards. All workshops will meet the requirements of the *Factories, Shops and Industries Act*.
- (ii) While there are no requirements for office workplaces, the Service agrees to provide employees covered by this Award with reasonable conditions and space.
- (iii) Smoking is prohibited at all indoor NPWS workplaces and in Service vehicles.

34. Consultation and Monitoring

- (i) A Consultative Committee representing both management and the Association will meet on a three monthly basis to monitor the impact of this Award and resolve difficulties which may arise with its implementation or operation and discuss future improvements.

- (ii) This Consultative Committee will consider work place changes and productivity improvement put forward by staff, unions or management.
- (iii) Supervisors' Responsibilities- It will be the responsibility of all Supervisors to hold regular meetings with their staff. Productivity improvements and management practices will be standard agenda items of these meetings.
- (iv) Productivity Improvements- Service-wide policy and procedures will be put in place within 3 months of the commencement of this Award to enable all employees to have an avenue by which they can suggest improvements in workplace practices and ways of improving productivity. This will include a system of rewards to employees who suggest improvements that are successfully implemented.
- (v) Employees Responsibilities- It will be the employee's responsibility to make time available to attend workplace meetings responsibility to make time available to attend workplace meetings unless they are on leave or working away from their normal workplace.
- (vi) Communication- A quarterly newsletter will be circulated to each employee outlining any issues relevant to the implementation of the Award and noting the resolutions of the Consultative Committee.

35. Grievance and Disputes Procedure

- (i) When any grievance or dispute arises at the workplace, the employee(s) must attempt to resolve the grievance with the person concerned in the first instance.
- (ii) If this is not possible the employee refers the grievance/dispute to their immediate supervisor. The supervisor is to be given the opportunity to fully investigate the matter and must provide a written response to the dispute or grievance. The supervisor will advise the employee(s) concerned of the time by which an answer will be provided. Grievances should be resolved within forty eight (48) hours.
- (iii) If the grievance or dispute is not resolved the employee(s) and their immediate supervisor, or where the matter is of such a nature that direct discussion between the employee(s) and their supervisor would not be appropriate, the employee(s) shall notify a more senior manager. The more senior manager will attempt to resolve the matter, which may include staff of Workforce Services Division.
- (iv) If the matter remains unresolved, the employee and/or their representative will take the matter to a member of the Executive, who will attempt to solve the matter.
- (v) Where the grievance is unable to be resolved at Regional/Divisional level, or may result in disciplinary action or a criminal matter is involved, the issue should be referred by the contact officer, supervisor or manager to the Director, Corporate Services.
- (vi) If the grievance or dispute remains unresolved the parties agree that it may be referred to an appropriate independent arbitrator or mediator.
- (vii) Nothing contained in these procedures will preclude the parties from entering into direct negotiations on any matter.
- (viii) Each stage is to be handled expeditiously.
- (ix) Whilst these procedures or negotiations are continuing no stoppage of work or any other form of limitation of work shall be applied.
- (x) These procedures may be varied by a supervisor where it is considered that a safety factor is involved.

35A. Deduction of Union Membership Fees

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

- (ii) The Association shall advise the of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Association fortnightly membership fees payable shall be provided at least one month in advance of the variation taking effect.
- (iii) Subject to 17.1 and 17.2 above, Association fortnightly membership fees shall be deducted from the pay of any officer who is a member of the Association in accordance with the Association's rules, provided that the officer has authorised the NPWS to make such deductions.
- (iv) Monies so deducted from the officer's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to officers' Association membership accounts.
- (v) Unless other arrangements are agreed with the Association, all Association membership fees shall be deducted on a fortnightly basis.
- (vi) Where an officer has already authorised the deduction of Association membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the officer to make a fresh authorisation in order for such deductions to continue.

36. Savings of Rights

- (i) At the time of the making of this Award, no employee covered by this Award will suffer a reduction in his or her rate of pay or any loss or diminution in his or her conditions of employment as a consequence of making this Award.
- (ii) Should there be a variation to the Crown Employees (Public Sector - Salaries January 2002) Award or an Award replacing that Award, employees of the Service will maintain the same salary relationship to the rest of the public service. Any such increase will be reflected in this Award either by variation to it or by the making of a new Award.

37. Anti-Discrimination

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

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

NOTES

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

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

38. Redundancy Entitlements

Redundancy provision payments will be made in accordance with the NSW Government 's Managing Displaced Employees Policy or its replacement should a new policy be determined.

39. Area, Incidence and Duration

- (i) This Award applies to all employees of the classification set out in Annexure 1 in the employment of the National Parks and Wildlife Service of NSW.
- (ii) This Award will replace the following industrial instruments in so far as they apply to employees:

Crown Employees (Public Sector - Salaries December, 1993) Award

Crown Employees (Transferred Officers Compensation) Award, 1989

Crown Employees (Travelling Compensation) Award

Agreement No. 2354 of 1981, Transferred Officers Excess Rent Assistance

Agreement No. 2457 of 1983, Technological Change

Part 3 of the *Public Sector Employment and Management Act (General Regulation) 1996* Sections 32, 33, 35, 36, 37, 40, 42, 43, 45, 46 and 47 of Part 5 of the *Public Sector Employment and Management Act (General Regulation) 1996*

Sections 48, 49, 50, 51,52, 53, 55, 56, 57, 58, 60, 61, 62, 63, 64, 65, 66, 67 and 68 of Part 6 of the *Public Sector Employment and Management Act (General Regulation) 1996*.

Personnel Handbook Sections 1, 2 and 3.

- (iii) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Senior Managers (National Parks and Wildlife Service) Award 2001 Award published on 28 September 2001 (328 I.G. 93) and all variations thereof.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1966* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April (328 I.G.1394) take effect on and from 13 August 2004.

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

ANNEXURE 1**Salaries On Review Of Award**

Senior Manager Grade One	\$83,276 - \$91,892 (Bandwidth)
Senior Manager Grade Two	\$93,328 - \$101,942 (Bandwidth)
Senior Manager Grade Three	\$103,378 - \$113,429 (Bandwidth)

ANNEXURE 2**Salary And Benefit Packaging Options**

Motor Vehicles - only available to Senior Manager Grade 3. Private use of a Service motor vehicle. However, 100% private usage will not be available.

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(737)

SERIAL C3075

CROWN EMPLOYEES (PARKS AND GARDENS - HORTICULTURE AND RANGERS STAFF) CONSENT AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1821 of 2004)

Before The Honourable Mr Deputy President Harrison

13 August 2004

REVIEWED AWARD

Arrangement

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Classification Standards
4.	Progression
5.	Appeals Mechanism
6.	Hours of Work
7.	Family & Community Services/Personal Carer's Leave
8.	Dispute Resolution Procedures
8A	Union Membership Deductions
9.	Consultative Committee
10.	Facilitation Provisions Principles
11.	Anti-Discrimination
12.	Area, Incidence and Duration

1. Title

This award shall be known as the Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Consent Award 2004.

2. Definitions

Administrative Unit means the group of staff comprising (wholly or in part) or attached to a body, organisation or group specified in Column 1 of Schedule 2 of the *Public Sector Employment and Management Act 2002* as varied. The units covered in this award are the Royal Botanic Gardens and Domain Trust, the Centennial Park and Moore Park Trust, and the Bicentennial Park Trust.

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

Broadbanded Position means a position whose grading, skills and range of duties extend beyond those defined for a single level and will occur in Levels 2 to 15 as determined by the Director.

Director means the Directors of the Royal Botanic Gardens and Domain Trust, the Centennial Park and Moore Park Trust, and the Manager of the Bicentennial Park Trust.

Employee means and includes all persons permanently or temporarily employed under the provisions of the *Public Sector Employment and Management Act 2002* as varied, or other appropriate Acts. As at the operative

date of this award is a person or persons who were occupying one of the positions covered by this award, or who, after that date, are appointed to or employed in one of such positions.

Skills means the appropriate qualifications, relevant experience, demonstrated ability and completion of the training modules appropriate to each level or equivalent, as determined by the Director.

3. Classification Standards

3.1 For the purposes of this clause:

Staff means and includes officers and temporary employees, special job creation and training program personnel and volunteers.

Supervision means, in addition to normal supervisory responsibilities, the assessment, evaluation and training of staff.

3.2 A position falling within the scope of this award shall have assigned to it a classification level determined in accordance with:

- (a) the classification standards detailed below; and
- (b) where such a system has been implemented, the accredited job evaluation system implemented in the Administrative Unit.

3.3 The following classification levels will apply in each Administrative Unit:

Level 1 - Positions established at this level are to be used to accommodate staff employed for limited periods of time on special training programs. The occupant of a position established at Level 1 of this award will:

- (a) work under close direct supervision and therefore will not be required to use individual judgement in following direction; and
- (b) have, as a minimum, basic communication skills and the ability required to:
 - (i) perform basic tasks (such as digging and weeding) using basic hand tools or equipment (such as spades and picks) for which either no previous training or experience is required or for which no detailed on-the-job training will be required; and
 - (ii) communicate with supervisors and peers;
- (c) be prepared to undertake the introductory technical and non-technical training modules.

Level 2 - The occupant of a position established at Level 2 of this award will:

- (a) work under general supervision and therefore will not be required to exercise individual judgement in following direction; and
- (b) have completed the TAFE Horticultural Skills 1 technical and the introductory non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the basic communication skills and other skills and relevant experience required to:
 - (i) perform basic work processes (such as mowing, planting, trenching) using equipment requiring basic training (such as brush cutters, cement mixers, power tools); and
 - (ii) communicate with supervisors and other staff; and/or
 - (iii) communicate non-technical information to the public.

Level 3 - The occupant of a position established at Level 3 of this award will:

- (a) work under minimal supervision and therefore be required to exercise limited individual judgement in following instructions; and
- (b) have completed the TAFE Horticultural Skills 2 technical training modules and fundamental non-technical training modules, or be able to demonstrate equivalent prior learning and possess, if required, a current Class 1A driver's licence, so that they have the basic communication skills and other skills and relevant experience required to:
 - (i) perform work processes of limited complexity (such as framework, concrete finishing, bitumening, soil mixing, potting) using equipment of limited complexity (such as chainsaws, soil mixing and pasteurising equipment, tractors, vehicles up to two tonnes, ride-on mowers, street sweepers) requiring detailed training but not requiring special licences; and
 - (ii) communicate with supervisors and other staff; and/or
 - (iii) communicate non-technical information to the public.

Level 4 - The occupant of a position established at Level 4 of this award will:

- (a) work under minimal supervision and therefore be required to exercise independent judgement at a semi-trade level or in routine security or law enforcement procedures; and
- (b) have completed the TAFE Horticultural Skills 3 technical and fundamental non-technical training modules, or be able to demonstrate equivalent prior learning, and possess the special licences and basic communication skills and other skills and relevant experience required to:
 - (i) perform work processes at semi-trade level (such as construction, stone work, pesticide spraying, garden bed preparation); and/or
 - (ii) operate complex equipment requiring special licences or certificates (such as trucks over two tonnes, front-end loaders); and/or
 - (iii) perform routine security or law enforcement procedures (such as locking and unlocking of buildings, general ground patrol, cash escort); and
 - (iv) communicate with supervisors and other staff and to pass on instructions to apprentices and/or to communicate non-technical information to the public.

Level 5 - The occupant of a position established at Level 5 of this award will:

- (a) work under minimal supervision and therefore be required to exercise independent judgement at trade level, or have the ability to undertake management of a stores area, or in routine security or law enforcement procedures; and
- (b) have a recognised horticultural trades certificate or equivalent and have completed the transitional non-technical training modules, or be able to demonstrate equivalent prior learning and possess the relevant licences, or have demonstrated experience in stock control, purchasing procedures and management of government stores, so that they have the developed communication and interpretation skills and other skills and relevant experience required to:
 - (i) perform trade level horticultural duties; and/or
 - (ii) maintain security or law enforcement in low risk areas; and/or
 - (iii) manage a store of a park or garden; and/or

- (iv) perform visitor service duties; and/or
- (v) supervise apprentices;
- (vi) communicate with supervisors and other staff; and/or
- (vii) communicate semi-technical information to the public.

Level 6 - The occupant of a position established at Level 6 of this award will:

- (a) work under minimal supervision and therefore be required to exercise independent judgement at an advanced trade or stores management level and exercise initiative with regard to matters of minor complexity; and
- (b) have a recognised horticultural trades certificate or equivalent and have completed the transitional non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the developed communication skills, interpretation skills and other skills and relevant experience required to:
 - (i) perform advanced trade level horticultural duties (such as development of botanical collections including detailed plant recording and documentation, field collection); or
 - (ii) maintain security or law enforcement in high risk areas; and/or
 - (iii) manage a store of a park or garden; and/or
 - (iv) supervise apprentices and/or other staff; and
 - (v) communicate with supervisors and other staff; and/or
 - (vi) communicate semi-technical information to the public.

Level 7 - The occupant of a position established at Level 7 of this award will:

- (a) work independently on assigned specialist work and/or lead a small work team on assigned work and therefore be required to exercise independent judgement and to be accountable for work performance; and
- (b) have a recognised horticultural trades certificate and have completed the intermediate non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the skills and relevant supervisory experience required to:
 - (i) manage a small specialist plant collection or work area (specialising in fields such as security or law enforcement procedures, interpretation, or recreation planning, management of a store of a large park or garden) as an individual or as the team leader of a small team of staff (normally less than 6 staff) supervising and training staff; and
 - (ii) be accountable for completion of work to agreed standards; and/or
 - (iii) solve technical problems of limited complexity; and
 - (iv) document and communicate technical data and information to other staff and/or the public.

Level 8 - The occupant of a position established at Level 8 of this award will:

- (a) work independently on assigned specialist work and/or lead a work team on assigned work and therefore be required to exercise independent judgement and to be accountable for work performance; and
- (b) have a recognised horticultural trades certificate and have completed the intermediate non-technical training modules, or be able to demonstrate equivalent prior learning, or have demonstrated experience in running a store of a large park or garden, so that they have the skills and relevant supervisory experience required to:
 - (i) manage a specialist garden or work area (specialising in fields such as security or law enforcement, interpretation, or recreation planning, manage a store in a large park or garden) as an individual or as the leader of a team of staff (normally more than 5 staff) supervising and training staff; and
 - (ii) be accountable for completion of work to agreed standards and/or
 - (iii) solve technical problems of some complexity; and
 - (iv) document and communicate technical data and information to staff and/or the public.

Level 9 - The occupant of a position established at Level 9 of this award will:

- (a) work independently on assigned specialist work programs or projects or manage a small number (normally up to four) of work teams; and
- (b) exercise independent judgement in areas of management and/or technical expertise; and
- (c) have a recognised horticultural trades certificate (or a recognised qualification such as interpretation or recreation planning or security) and have completed the advanced non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the high level of technical and/or organisational and project co-ordination and well developed supervisory skills and relevant experience required to:
 - (i) manage works programs or projects; and
 - (ii) supervise staff; and
 - (iii) be accountable for completion of work to agreed standards, time frames and budgets; and
 - (iv) provide advice on technical matters and/or communicate technical information to the public.

Level 10 - The occupant of a position established at Level 10 of this award will:

- (a) work independently on assigned specialist work programs or projects or manage several (normally up to five or more) work teams; and
- (b) exercise independent judgement in areas of management and/or technical expertise; and
- (c) have a recognised horticultural trades certificate or equivalent (or a recognised qualification such as interpretation or recreation planning or security) and have completed the advanced non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the high level technical, organisational and project co-ordination and well developed supervisory skills required to:

- (i) manage works programs or projects; and
- (ii) supervise staff; and
- (iii) be accountable for completion of work of technical complexity to agreed standards, time frames and budgets; and
- (iv) provide advice on technical matters and/or communicate technical information to the public.

Level 11 - The occupant of a position established at Level 11 of this award will:

- (a) work independently developing and implementing specialist projects or programs and/or manage a number of specialists or work teams; and
- (b) exercise independent judgement in areas of management and/or technical expertise; and
- (c) have a recognised horticultural trades certificate or equivalent (or a recognised qualification, such as interpretation or recreation planning or security) and have completed the advanced non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the high level technical skills and knowledge and high level works organisation and management skills and relevant experience required to:
 - (i) manage major projects or programs, developing and co-ordinating works programs and schedules; and
 - (ii) supervise staff; and
 - (iii) be accountable for meeting agreed standards, time frames and budgets; and
 - (iv) provide advice on technical matters and/or communicate technical information to the public.

Level 12 - The occupant of a position established at Level 12 of this award will:

- (a) have a recognised trades certificate or equivalent (or a recognised qualification, such as interpretation or recreation planning or security), or be able to demonstrate equivalent prior learning, so that they have the superior level of works organisation and management skills and relevant experience required to:
 - (i) manage the overall functions of a small park or garden which has a small but varied plant collection and/or small turf management areas and related infrastructure, where management issues are of a minor complexity (such as low visitation and recreational demands, no or few lessees or licensees operating); and
 - (ii) approve works programs and projects and allocate resources and set priorities; and
 - (iii) monitor performance against agreed standards, time frames and budgets; and
 - (iv) take overall responsibility for the staff in a park or garden, including supervision, motivation, training and development, and occupational health and safety strategies; and
 - (v) represent the organisation.

Level 13 - The occupant of a position established at Level 13 of this award will:

- (a) have a recognised trades certificate or equivalent (or a recognised qualification, such as interpretation or recreation planning or security), or be able to demonstrate equivalent prior

learning, so that they have the superior level of works organisation and management skills and relevant experience required to:

- (i) manage the overall functions of a park or garden which has either:

a large and diverse plant collection or large turf management areas and related infrastructure where management issues are of minor complexity (such as low visitation and recreational demands, a large number of lessees or licensees operating) or a small but varied plant collection and/or small turf management areas where management issues are of considerable complexity (such as large visitation and recreational demands, a large number of lessees or licensees operating, or there is a high level of political sensitivity attached to the park or garden); and

- (ii) approve works programs and projects and allocate resources and set priorities; and
- (iii) monitor performance against agreed standards, time frames and budgets; and
- (iv) take overall responsibility for the staff in a park or garden, including supervision, motivation, training and development, and occupational health and safety strategies; and
- (v) represent the organisation.

Level 14 - the Occupant of a Position Established at Level 14 of This Award Will:

- (a) have a recognised trades certificate or equivalent (or a recognised qualification, such as interpretation or recreation planning or security), or be able to demonstrate equivalent prior learning, so that they have the superior level of works organisation and management skills and relevant experience required to:

- (i) manage the overall functions of a large park or garden which has either:

a large and diverse collection of plants, where management issues are of some complexity (such as high visitation and recreational demands); or

a large number of simple lease and licence arrangements, and there is some political sensitivity attached to the park or garden; and

- (ii) approve works programs and projects and allocate resources and set priorities; and
- (iii) monitor performance against agreed standards, time frames and budgets; and
- (iv) take overall responsibility for the staff in a park or garden, including supervision, motivation, training and development, and occupational health and safety strategies; and
- (v) represent the organisation.

Level 15 - the Occupant of a Position Established at Level 15 of This Award Will:

- (a) have a recognised trades certificate or equivalent (or a recognised qualification, such as interpretation or recreation planning or security), or be able to demonstrate equivalent prior learning, so that they have the superior level of works organisation and management skills and relevant experience required to:

- (i) manage the overall functions of a large park or garden which has a large and diverse collection of plants, where management issues are of considerable complexity (such as high visitation and recreational demands, large and complex lease or licence arrangements and there is a high level of political sensitivity attached to the park or garden); and

- (ii) approve works programs and projects and allocate resources and set priorities; and

- (iii) monitor performance against agreed standards, time frames and budgets; and
- (iv) take overall responsibility for the staff in a park or garden, including supervision, motivation, training and development, and occupational health and safety strategies; and
- (v) represent the organisation.

4. Progression

- 4.1 Appointment to vacant positions, other than progression through broadbanded positions, shall be by merit selection.
- 4.2 Progression through levels where there are broadbanded positions established within Levels 2 to 15 shall be subject to satisfactory conduct and performance and the employee acquiring the skills and demonstrating the ability to perform the tasks defined for the next level and where those tasks are required to be performed.
- 4.3 The assessment of the suitability of an employee to progress to the next level within an established broadbanded position shall normally be undertaken one month prior to the anniversary of the employee's appointment to Year 2 salary rate of their current level. The employee may also make application for progression at any other time at the discretion of the Director.

The initial assessment shall be made by the employee's supervisor and reviewed by another more senior officer from the Administrative Unit. Once this has been undertaken the assessment is forwarded to the Director or the Director's nominee for approval. An Assessment Committee will be convened only in cases where the assessing officers recommend not to approve the employee's progression. In such cases the Assessment Committee will convene within one month of the assessing officer's decision and will review the decision and make recommendations to the Director regarding the employee's suitability for progression.

- 4.4 Progression from Year 1 to Year 2 within levels shall be by way of an annual increment. It is subject to satisfactory conduct and performance, as certified by the employee's supervisor and approval by the Director or the Director's nominee. The assessment of the employee's suitability for incremental progression shall normally be undertaken one month prior to the anniversary of their appointment to their current level. The employee must be promptly notified in writing by the Director or the Director's nominee of any decision to defer payment of an increment.
- 4.5 An employee shall have the right of internal appeal to the Director on progression matters through the established grievance procedures as set out in clause 5, Appeals Mechanism. If the matter cannot be resolved through this process, the employee may apply to the Director to appoint another Assessment Committee, whose representatives differ from the original committee, to review the matters raised and to make recommendations to the Director.
- 4.6 Nothing in this clause shall preclude an employee from exercising their right, where applicable, of an external appeal to the Government and Related Employees Appeals Tribunal.

5. Appeals Mechanism

- 5.1 An employee of the Royal Botanic Gardens and Domain Trust, the Centennial Park and Moore Park Trust or the Bicentennial Park Trust shall have the right to appeal any decision made by their Agency in relation to their performance assessment review or in relation to promotion on merit from one level to another where this is available under the provisions of this award.
- 5.2 Employees shall submit a written submission outlining their case to the Director within 28 days of the decision being appealed.

- 5.3 The Director shall constitute an appeals committee made up of one management representative, one relevant Public Service Association representative and one peer who is acceptable to both management and the Association.
- 5.4 The appeal shall be heard within 28 days of it being lodged and the recommendation of the committee shall be forwarded to the Director or the Director's nominee.
- 5.5 The decision of the Director or the Director's nominee shall be forwarded to the employee concerned within seven working days of the appeal being heard.
- 5.6 Nothing in this appeals mechanism restricts a right of appeal to the Industrial Relations Commission of New South Wales or the Government and Related Employees Appeals Tribunal. It would be expected that the appeals mechanism would be utilised prior to a formal appeal to either body.

5a. Salaries

1. Salaries will be as set in Annexure 1, Monetary Rates
2. Should there be any variation to the Crown Employees (Public Sector -Salaries January 2002) Award or an Award replacing that Award, employed will maintain the same salary relationship to the rest of the public service.

6. Hours of Work

The ordinary working hours shall be an average of 38 per week and be worked in accordance with the following provisions for a four-week work cycle:

- (i) The ordinary working hours shall be worked as twenty-day, four week cycle, Monday to Sunday, inclusive, with nineteen working days of eight hours each. These hours shall be between 6 am and 6 pm, except in the case of Rangers, whose spread of hours shall be 6.30 am to 10 pm. 0.4 of one hour on each day worked will accrue as an entitlement to take one rostered day off in each work cycle as a day off paid for as though worked.
- (ii) The day off shall in all cases be on a rostered basis, and be subject to management's prerogative to best suit the working needs of the organisation.
- (iii) The Administrative Unit 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:
 - 12 the staff members prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements;
 - 13 any risk to staff member health and safety;
 - 14 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;
 - 15 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
 - 16 any other relevant matter.

7. Family and Community Service/Personal Carer's Leave

- 7.1 The definition of "family" and "relative" for the purpose of this clause is the person who needs the officer's care and support and is referred to as the "person concerned" and is:

- (a) a spouse of the officer; or
- (b) a de facto spouse, who in relation to a person, is a person of the opposite sex to the first mentioned person as the husband and wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial) parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the officer or spouse or de facto spouse of the officer; or
- (d) a same sex partner who lives with the officer as a de facto partner of that officer on a bona fide domestic basis; or
- (e) a relative of the officer 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.

7.2 Family & Community Services Leave

7.2.1 The Chief Executive Officer may grant family and community service to an officer:

- (a) for reasons related to the family responsibilities of the officer; or
- (b) for reasons related to the performance of community service by the officer; or
- (c) in the case of pressing necessity.

7.2.2 Family and Community Services Leave replaces Short Leave.

7.2.3 The maximum amount of family and community services leave on full pay that may be granted to an officer is:

- (i) 2.5 working days during the first year of service and 5 working days in any period of 2 years after the first year of service; or
- (ii) 1 working day for each year of service after 2 years continuous service, minus any period of family and community service leave already taken by the officer, whichever is the greater period.

7.2.4 Family and Community Service Leave is available to part-time officers on a pro rata, based on the number of hours worked.

7.2.5 Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discrete "per occasion" basis on the death of a person defined in Clause 7.1.

7.3 Use of Sick Leave to care for a sick dependent - general

When family and community service leave, as outlined in clause 7.2.3 is exhausted, the sick leave provisions under clause 7.4 may be used by an officer to care for a sick dependant.

7.4 Use of sick leave to care or a sick dependant - entitlement

- (a) The entitlement to use sick leave in accordance with this clause is subject to:
 - (i) the officer being responsible for the care and support of the person concerned; and
 - (ii) the person concerned being as defined in clause 6.1.
- (b) An officer with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave accrued from the previous 3 years may also be accessed by an officer with responsibilities in relation to a person who needs their care and support.
- (d) In special circumstances, the Chief Executive Officer may make a grant of additional sick leave. This grant can only be taken from the sick leave accrued prior to the period referred to in Clause 7.4(c).
- (e) If required, a medical certificate or statutory declaration must be made by the officer to establish the illness of the person concerned and that the illness is such to require care by another person.
- (f) The officer is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration and has the right to choose which of the two methods to use in the establishment of grounds for leave.
- (g) Wherever practicable, the officer shall give the Chief Executive Officer prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the officer. They must also give reasons for taking such leave and the estimate length of absence. If the officer is unable to notify the Chief Executive Officer beforehand, notification should be given by telephone at the first opportunity on the day of absence.
- (h) In normal circumstances, the officer must not take leave under this subclause where another person has taken leave to care for the same person.

8. Dispute Resolution Procedures

8.1 The aim of this procedure is to ensure that, during the life of this award, industrial grievances or disputes are prevented, or resolved as quickly as possible, at the level at which they occur in the workplace. For the purpose of this procedure, industrial grievances or disputes are distinguished from grievances dealt with under public service grievance handling procedures, e.g., complaints or discrimination.

8.2

- (a) In the first instance, the employee(s) will notify (in writing or otherwise) the immediate supervisor, or other appropriate person, as to the substance of the grievance/dispute, request a bilateral meeting to discuss it, and state the remedy sought. A meeting should be held within 48 hours of notification.
- (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 Authority head or delegate.

The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.

- (c) If the matter is not resolved in this meeting, the matter shall be further discussed by the employee(s) and, at their request, the appropriate union delegate, the immediate supervisor and their manager. This should take place within 48 hours of the completion of step (a).
- (d) If the matter remains unresolved, the matter shall be further discussed by the employee(s) and, at their request, the appropriate union delegate, the immediate supervisor, the supervisor's manager and a more senior management representative. This should take place within 48 hours of the completion of step (b).
- (e) If the matter remains unresolved and the employee(s) is/are union member(s), it should be discussed/negotiated between representatives of the State Branch of the union(s) concerned, and the relevant senior management of the employer. These actions should take place as soon as it is apparent that the earlier discussions will not resolve the dispute/grievance. In addition, in the case of a grievance, if the matter has not been resolved at the conclusion of this stage of discussions, the employer must provide a written response to the grievance, including reasons for not implementing any proposed remedy.
- (f) A matter relating to the conditions of employment fixed by this award may be submitted by one or the other of the parties when all other steps, as set out in (a) to (d) above, have been exhausted, to the relevant industrial tribunal which may exercise its functions under the *Industrial Relations Act 1996*.
- (g) Where the issue in dispute relates to a change of work or management practice, the pre-existing practice shall be allowed to continue until the issue has been finally resolved. Neither party shall be prejudiced as to the final settlement by the continuance of work in accordance with this sub-clause.

8a. Deduction of Union Membership Fees

- (i) The Association shall provide a schedule setting out Association fortnightly membership fees payable by members of the Association in accordance with the Association's rules.
- (ii) The Association shall advise the of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Association fortnightly membership fees payable shall be provided at least one month in advance of the variation taking effect.
- (iii) Subject to 8A.i) and 8A.ii) above, Association fortnightly membership fees shall be deducted from the pay of any officer who is a member of the Association in accordance with the Association's rules, provided that the officer has authorised the NPWS to make such deductions.
- (iv) Monies so deducted from the officer's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to officers' Association membership accounts.
- (v) Unless other arrangements are agreed with the Association, all Association membership fees shall be deducted on a fortnightly basis.
- (vi) Where an officer has already authorised the deduction of Association membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the officer to make a fresh authorisation in order for such deductions to continue.

9. Consultative Committee

- 9.1 Joint Consultative Committee subcommittees shall be established to monitor the implementation of this award.
- 9.2 The committees shall consist of a representative of management and a representative of the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, the latter chosen at the Association's discretion.

10. Facilitation Provisions Principles

The parties to the award have a genuine commitment to the insertion of facilitative provisions in relevant clauses of the award.

11. Anti-Discrimination

- 11.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.
- (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."

12. Area, Incidence and Duration

12.1

- (iii) This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and replaces the Crown Employees (Parks and Gardens -Horticulture and Rangers Staff) Consent 1998 Award published 1 March 2002 (331 IG 861) and all variations thereof.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1966 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April (328 IG 1394) take effect on and from 13 August 2004.

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

- 12.2 This award applies to all classifications previously covered by the Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Consent 1998 Award and also to the classification of Purchasing/Stores Officer, Royal Botanic Gardens, Sydney and Purchasing/Stores Officer, Royal Botanic Gardens, Mount Annan.

ANNEXURE 1

Table A - Annual Monetary Rates on Review of Award at 13/08/2004

Horticultural Apprentice Year 1	\$17,681.00
Horticultural Apprentice Year 2	\$23,575.00
Horticultural Apprentice Year 3	\$29,469.00
Horticultural Apprentice Year 4	\$33,398.00
Level 1	\$29,072.00
Level 2, Year 1 (Minimum)	\$32,279.00
Level 2, (Maximum)	\$33,132.00
Level 3 Year 1, (Minimum)	\$34,316.00
Level 3, (Maximum)	\$35,538.00
Level 4, Year 1, (Minimum)	\$36,840.00
Level 4, (Maximum)	\$37,949.00
Level 5, Year 1, (Minimum)	\$39,292.00
Level 5, (Maximum)	\$40,344.00
Level 6, Year 1, (Minimum)	\$41,474.00
Level 6, (Maximum)	\$42,623.00
Level 7, Year 1, (Minimum)	\$43,833.00
Level 7, (Maximum)	\$45,142.00
Level 8, Year 1, (Minimum)	\$46,570.00
Level 8, Maximum	\$48,468.00
Level 9, Year 1, (Minimum)	\$50,370.00
Level 9, (Maximum)	\$52,252.00
Level 10, Year 1, (Minimum)	\$53,901.00
Level 10, (Maximum)	\$55,415.00
Level 11, Year 1, (Minimum)	\$59,979.00
Level 11, (Maximum)	\$63,707.00

Level 12, Year 1, (Minimum)	\$73,154.00
Level 12, (Maximum)	\$75,319.00
Level 13, Year 1, (Minimum)	\$77,531.00
Level 13, (Maximum)	\$79,854.00
Level 14, Year 1, (Minimum)	\$82,312.00
Level 14, (Maximum)	\$84,856.00
Level 15, Year 1, (Minimum)	\$87,632.00
Level 15, (Maximum)	\$90,543.00

R. W. HARRISON *D.P.*

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(086)

SERIAL C0775**BREWERIES, MAINTENANCE EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2235 of 1999)

Before Commissioner Patterson

23 August 2001

REVIEWED AWARD**1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Anti-Discrimination
3.	Wages
4.	Definitions
5.	Redundancy
6.	Tool Allowance
7.	Leading Hands
8.	Special Rates
9.	Service Increments
10.	Hours
11.	Hours -Carlton and United Breweries (N.S.W.) Pty. Limited
12.	Overtime
13.	Saturday Work
14.	Sunday and Holiday Work
15.	Public Holidays
16.	Sick Leave
17.	Personal Carer's Leave
18.	Annual Leave
19.	Long Service Leave
20.	Mixed Functions
21.	Terms of Employment
22.	Bereavement Leave
23.	Compassionate Leave
24.	Repatriation Leave
25.	Paid Leave for Blood Donors
26.	Jury Service
27.	Industrial Matters
28.	Union Meetings
29.	Trade Union Training
30.	Health and Safety
31.	Settlement of Disputes Procedure
32.	Union Delegates
33.	Structural Efficiency
34.	Training
35.	Leave Reserved
36.	Enterprise Arrangements
37.	Area, Incidence and Duration

APPENDIX A

Mechanical Tradesperson Special Class
Guidelines

SCHEDULE A

Wage Rates, Allowances and Special Rates

2. 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 carer's responsibility.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
- (i) any conduct or act which is specifically exempted from anti-discrimination legislation.
 - (ii) offering or providing junior rates of pay to persons under 21 years of age.
 - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*.
 - (iv) a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

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

3. Wages

The rates of pay for adults shall be the rate assigned to the classification set out in Table 1 of Schedule A Wages and Allowances of this Award.

4. Definitions

Electrician Grade 1 means a person who has satisfactorily completed an electrical trades apprenticeship and the Electrical Trades Course (Course No.1093) conducted by the Department of Technical and Further Education of New South Wales or a recognised equivalent course and who has obtained an "A" grade electrical mechanic's licence in accordance with the Electricity Development (Registration and Licensing) Regulation 1984. The classification title "electrical fitter mechanic" shall have an equivalent meaning.

Electrician Grade 2 means an Electrician Grade 1 (as defined) who has had not less than one year of experience as such and who has satisfactorily completed the first year of the Electronics Industrial Course (Course No. 1095) conducted by the Department of Technical and Further Education of New South Wales or who has satisfactorily completed a recognised equivalent course, and who in the performance of the work, is required to exercise a higher skill than that required of an Electrician Grade 1 (as defined).

Electrician Grade 3 means an Electrician Grade 2 (as defined) who has had not less than one year of experience as such and who has satisfactorily completed the Electronics Industrial Course (Course No. 1095) conducted by the Department of Technical and Further Education of New South Wales and who has been awarded the Industrial Electronics Certificate by that Department, or who has satisfactorily completed a recognised equivalent course and who, in the performance of the work, is required to exercise a higher skill than that required of an Electrician Grade 2 (as defined), including work as directed on breweries' complex and/or intricate electronic circuits, their components and controls.

Electrician Grade 4 means an Electrician Grade 3 (as defined) who has had not less than one year of experience as such and who in addition to possessing the prescribed qualifications for an Electrician Grade 3 has satisfactorily completed the first year of the Instruments Industrial Course (Course No. 1034) conducted by the Department of Technical and Further Education of New South Wales and who is studying for the final year of the course and who is required to do all work performed by an Electrician Grade 3 and an Instrument Tradesman Grade 2.

Instrument Repairer means an Electrical Tradesman who is mainly engaged on testing and/or repairing and maintaining electrical and/or pneumatic, controlling, measuring and/or recording appliances and/or scientific electrical instruments.

Instrument Tradesman Grade 1 means an Electrical Tradesman who is required to test and/or repair and maintain electrical and/or pneumatic controlling, measuring and/or recording appliances and/or scientific electrical instruments and who either:

- (a) has satisfactorily completed an apprenticeship as an instrument tradesman and the Instrument Trade Course (Course No. 1043) conducted by the Department of Technical and Further Education of New South Wales or an equivalent course, or
- (b) has satisfactorily completed an appropriate apprenticeship and trade course and the Instruments Industrial Course (Course No. 1034) conducted by the Department of Technical and Further Education of New South Wales or a recognised equivalent course.

Instrument Tradesman Grade 2 means an Instrument Tradesman Grade 1 (as defined) who has had not less than one year of experience as such and who has satisfactorily completed either the first year of the Electronics Industrial Course (Course No. 1095) conducted by the Department of Technical and Further Education of New South Wales, or has satisfactorily completed a recognised equivalent course and who, in the performance of the work, is required to exercise a higher skill than that required of an Instrument Tradesman Grade 1 (as defined).

Instrument Tradesman Grade 3 means an Instrument Tradesman Grade 2 (as defined) who has had not less than one year of experience as such and who has satisfactorily completed the Electronics Industrial Course (Course No. 1095) conducted by the Department of Technical and Further Education of New South Wales and who has been awarded the Electronics Industrial Certificate by that Department, or who has satisfactorily completed a recognised equivalent course and who, in the performance of the work, is required to exercise a

higher skill than that required of an Instrument Tradesman Grade 2 (as defined), including work on breweries' complex and/or intricate instrumentation, their components and controls.

Industrial Systems Tradesman means either:

- (a) an Electrician Grade 4 (as defined) who has had not less than one year of experience as such and who, in addition to possessing the prescribed qualifications for an Electrician Grade 4, has satisfactorily completed the Instruments Industrial Course (Course No. 1034) conducted by the Department of Technical and Further Education of New South Wales and who is required to do all work performed by an Electrician Grade 4 and an Instrument Tradesman Grade 2; or
- (b) an Instrument Tradesman Grade 3 (as defined) who has had not less than one year of experience as such and who, in addition to possessing the prescribed qualifications for Instrument Tradesman Grade 3, has satisfactorily completed the following subject course of additional elective units of the Electronics Post Trade Course (Course No. 1039) conducted by the Department of Technical and Further Education of New South Wales:

Programmable Logic Control (Unit No. 1039S)

Power Controls (Unit No. 1039F)

and who has obtained an "A" Grade Electrical Mechanic's Licence in accordance with the Electricity Development (Registration and Licensing) Regulation, 1984, and who is required to do all work performed by an Electrician Grade 3 and an Instrument Tradesman Grade 3.

5. Redundancy

- (i) Application -
 - (a) This clause shall apply in respect of full-time and part-time employees.
 - (b) This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
 - (c) 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.
 - (d) 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.
- (ii) Introduction of Change -
 - (a) Employer's duty to notify -
 - (1) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
 - (2) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the

alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

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

(b) Employer 's duty to discuss change -

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

(iii) Redundancy -

(a) Discussions before terminations:

- (1) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by any one pursuant to subparagraph (1) of paragraph (a) of subclause (ii) above, 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.
- (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 subparagraph (1) of this paragraph 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 on the employees concerned.
- (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.

(iv) Termination of Employment -

- (a) Notice for Changes in Production, Programme, Organisation or Structure - This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "production", "programme", "organisation" or "structure" in accordance with subclause (ii)(a)(1) above.
 - (1) 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

- (2) 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.
- (3) 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.
- (b) 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 (ii)(a)(1) above:
- (1) In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.
- (2) 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.
- (3) 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.
- (c) Time off during the notice period -
- (1) 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.
- (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- (d) 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.
- (e) 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.
- (f) Notice to Centrelink - Where a decision has been made to terminate employees, the employer shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

- (g) Centrelink - 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.
- (h) Transfer to lower paid duties - Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause above, 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 an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

(v) Severance Pay

- (a) Where the employment of an employee is to be terminated pursuant to subclause (iv) above, 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:

- (1) 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

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

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

- (3) "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 provided for in the relevant award.

- (b) In capacity 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 paragraph (a) above.

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

- (c) Alternative Employment - Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of

severance pay than that contained in paragraph (a) above if the employer obtains acceptable alternative employment for an employee.

- (vi) 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.

6. Tool Allowance

- (i) A tool allowance, see Item 1, Table 3 of Schedule A, shall be paid to trades persons and apprentices for tools not customarily provided by the employer but which are ordinarily required by them for the performance of their duties and are supplied by the employees, provided that the allowance is only paid whilst the employee maintains a specified list of tools.
- (ii) An employee receiving a tool allowance as prescribed in this award shall be indemnified by an insurance policy to a maximum of \$872.50 for the loss of tools by fire or theft whilst securely stored at the employer's direction in a room or building or work shop in the employer's premises. Provided that each employee shall give to the employer a list of the tools they possess.

7. Leading Hands

A leading hand shall be paid the allowance set out in Item 2 Table 3 of Schedule A of this award.

8. Special Rates

In addition to the wages prescribed in clauses 3, Wages, and 7, Leading Hands, the special rates and allowances as set out in Table 3 of Schedule A of this award shall be paid.

9. Service Increments

In addition to the rates prescribed in clauses 3, Wages, 6, Tool Allowance, 7, Leading Hands, and 8, Special Rates, an employee shall receive an amount each week in respect of their service with the employer as provided below. This service allowance does not form part of the rate of pay for "all purposes" (e.g., overtime) but shall be paid for all authorised absences (annual leave including payment on the annual leave loading, long service leave, etc).

	Service allowance per week
	\$
After 1st year of service	15.25
After 2nd year of service	17.30
After 3rd year of service	20.20
After 4th year of service	22.60
After 5th year of service and thereafter	24.95

10. Hours

- (i) Day Workers -The ordinary working hours shall be an average of thirty-five per week to be worked on nine days per fortnight excluding Saturdays and Sundays, according to an agreed roster prepared by the employer.

The ordinary hours to be worked on any day shall not exceed eight hours to be worked between 6.00 a.m. and 6.00 p.m. and shall be exclusive of a lunch break of not less than 30 minutes and not more than 45 minutes. The starting and ceasing times within the spread of hours set out herein will not be altered by management without allowing complete and adequate discussions to take place between the individuals concerned and management.

There shall be a fixed time of starting and ceasing work for each employee which shall not be altered without 7 days' notice. The said notice need not be given in the case of an emergency not under the

control of the employer and in such case an employee may be called upon to work relieving temporarily on rostered shift work. The first shift shall be paid for at double rates but all subsequent shifts shall be paid for at shift work rates and such employee shall be deemed to be a shift worker.

Employees shall not be required to take a lunch break within four hours of their ordinary starting time or work longer than five hours from their ordinary starting time without a lunch break. Provided that in any instance where it is not possible to grant the lunch break within five hours of the ordinary starting time. All time after the said five hours shall be treated as time worked and paid for at time and one-half, i.e. half time extra until released for a meal interval of not less than 30 minutes and not more than 45 minutes.

(ii) Shift Workers -

- (a) Shift workers shall mean 2 or 3 sets of employees working 16 or 24 hours respectively be shifts of not more than 8 hours duration in sequence or in respect of Tooheys Limited, Auburn Plant, one set of employees working 8 hours and who shall work their shift straight out, including crib time of 20 minutes during each shift.
- (b) The ordinary working hours of employees on shift shall not exceed an average of 35 per week to be worked according to an agreed shift roster prepared by the employer. The average of thirty-five hours per week maybe obtained by rostering shifts on an agreed cycle.

Such rosters shall not be changed until after 4 weeks' notice of such alteration being given to the employees concerned by posting the same in the place where rosters are customarily displayed. A shift worker's place on a roster shall not be altered without seven days' notice, provided in the case of an emergency not under the control of the employer, employees on shift maybe transferred from on roster to another and in such case they shall be paid double rates for the first shift of the shifts that are to be worked in their new roster. For work done by employees on shift outside the hours of their shift, double time shall be paid. But this shall not apply to arrangements between or at their quest of the employees themselves.

(iii) Notwithstanding anything contained elsewhere in this award, the hours for shift workers employed at the Kent Brewery of Carlton and United Breweries (NSW) Pty. Limited will be as follows:

- (a) Shift workers - Carlton and United Breweries (NSW) Pty. Limited - Kent Brewery shall mean and be deemed to be sets of employees working 16 hours or 24 hours respectively by shifts of not more than 12 hours duration in sequence. They shall work their shift straight out, including crib time of at least 20 minutes during each shift.
- (b) The ordinary working hours for shift men shall not exceed an average of thirty-five per week to be worked according to a shift roster prepared by the employer and each shift shall consist of not more than 12 ordinary hours.
- (c) The average of thirty-five hours per week may be obtained by rostering shifts on a cycle of up to eight weeks duration. A roster when put into operation shall not, except in the case of emergency, be altered without seven days' notice of such alteration being given to the employees concerned. Shift workers may relieve one another before the end of a shift without any liability on the part of the employer to pay overtime rates for time worked beyond the ordinary hours of a particular shift according to the roster.

(iv) Office Cleaners - The ordinary working hours, exclusive of a meal break, shall be 35 per week to be worked between the hours of 6.30 a.m. and 2.12 p.m., Monday to Friday inclusive. A meal break of 30 minutes shall be allowed each day but an employee shall not be required to work for more than four hours without a meal break.

11. Hours - Carlton and United Breweries (N.S.W.) Pty. Limited

Notwithstanding anything contained elsewhere in this award the hours of work for shift work employees of Carlton and United Breweries (N.S.W.) Pty. Limited shall be as follows:

- (a) Shift workers - Carlton and United Breweries (N.S.W.) Pty. Limited shall mean and be deemed to be sets of employees working 16 hours or 24 hours respectively by shifts of not more than 12 hours' duration in sequence. They shall work their shifts straight out including crib time of at least 20 minutes during each shift.
- (b) The ordinary working hours for shift workers shall not exceed an average of thirty-five per week to be worked according to a shift roster prepared by the employer and each shift shall consist of not more than 12 ordinary hours.
- (c) The average of thirty-five hours per week may be obtained by rostering shifts on a cycle of up to eight weeks' duration. A roster when put into operation shall not, except in the case of emergency, be altered without seven days' notice of such alteration being given to the employees concerned. Shift workers relieve one another before the end of a shift without any liability on the part of the employer to pay overtime rates for time worked beyond the ordinary hours of a particular shift according to the roster.

12. Overtime

- (i) For all time worked by day workers on weekdays outside the hours prescribed in clause 8, Hours, of this award, overtime shall be paid at the rate of time and one-half for the first two hours and double time thereafter until the completion of the overtime work.
- (ii) For the work done by shift workers outside the ordinary hours of their shift, double time shall be paid. This shall not apply to arrangements between or at the request of employees themselves.
- (iii) In computing overtime each day's work shall stand alone, except in the case of the above subclause or a rest period after overtime as provided for in this clause.
- (iv) A day worker, working overtime for more than 1 1/2 hours after working ordinary hours shall be allowed a meal break of 20 minutes before starting over timework. The meal break shall be paid at ordinary rates and a further crib time of 20 minutes shall be allowed, without deduction of pay after each 4 hours of overtime worked provided the employee continues work after such crib time.
- (v) An employee required to work overtime for 2 hours or more prior to a normal starting time, or 2 hours or more at the end of a day or shift shall be paid a meal allowance as set out in Item 3 of Table 3 of Schedule A, of \$5.00 for each meal. Provided that, where an employee on day work starts work at 6.00 a.m. and is required to work beyond 6.00 p.m., they shall be paid an additional amount as set out in Item 3 of Table 3 of Schedule A as a meal allowance.
- (vi) Employees recalled after having left their place of work to work overtime shall be paid minimum of 4 hours' work at the appropriate rate.
- (vii) Employees occasionally required to hold themselves in readiness to work after ordinary hours on a Saturday which is not an ordinary working day or on a Sunday or holiday shall be paid "standing by" time at their ordinary rate of wage for the time for which they are told to hold themselves in readiness until released.
- (viii) When employees working overtime finishes work at a time when reasonable means of transport are not available, the employer shall provide them with a conveyance to their home or pay them at their ordinary wage rate for time occupied in reaching their home.
- (ix) An employer shall not require an employee to work a double shift except in exceptional circumstances.
- (x) Employees who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least the prescribed number of hours off duty between those times, shall be released after completion of such overtime until they have had the prescribed number of 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 the prescribed number of hours off duty they shall be paid at double rates until they are released from duty for such period and they then shall be entitled to be absent until they have had the prescribed number of hours off duty without loss of pay for ordinary working time occurring during such absence.

The prescribed number of hours shall be 10 except:

- (a) Where an 8-hour rostered shift worker is not relieved at the end of their rostered shift and works to cover a single shift absence on the initial shift of a longer absence which occurs because of the absence at short notice of the relieving employee; or,
- (b) for the purpose of regulating the change of shifts; or,
- (c) in respect of arrangements made between employees themselves. Under these circumstances the prescribed number of hours shall be 8; or,
- (d) In the case of Tooheys employees the "prescribed number of hours" for the initial break shall be eight and the immediate following break in continuous sequence shall not be less than 10. The break applies to each individual not the actual job and is applicable to any absence, replacement, call in or overtime situation. Notwithstanding this provision for the purposes of regulating the change of shifts, in respect of arrangements made between employees themselves or between the employee and by mutual agreement with their supervisor the "prescribed number of hours" under these specific circumstances shall be 8.

13. Saturday Work

- (i) Shift workers shall be paid for work performed between midnight Friday and midnight Saturday at the rate of time and one-half, unless they are working overtime between such hours, in which case their payment shall be as prescribed by clause 11, Overtime, of this award.
- (ii) A day worker who is required to work on a Saturday shall be paid for a minimum of four hours at the appropriate rate.

14. Sunday and Holiday Work

- (i) All time worked by an employee on a Sunday shall be paid at the rate of double time, which shall be in lieu of any rate otherwise payable under this award. Minimum payment to be four (4) hours.
- (ii) All time worked by an employee on a public holiday provided for by this award shall be paid for at double time and one-half. Minimum payment to be four (4) hours.

15. Public Holidays

- (i) For the purpose of this award, the days on which the under mentioned days are ordinarily observed shall be public holidays-New Year's Day; Australia Day; Good Friday; Easter Monday; Anzac Day; Queen's Birthday; Eight-Hour Day; Christmas Day, Boxing Day; the Federated Liquor and Allied Industries Employees' Union of Australia, New South Wales Branch picnic day (which shall be held on the third Monday in February), and all other gazetted holidays observed throughout the State.
- (ii) Employees shall not be called upon to work on a public holiday unless they have received twenty-four (24) hours' notice of duty.
- (iii) Provided that in the event of any of the said public holidays falling on a Sunday and another day in the following week being observed in lieu thereof throughout the State, then the latter shall be the day to be observed under this award.
- (iv) No deduction shall be made from the wage of any employees engaged by the week because of absence from work on a public holiday, unless without permission or reasonable excuse they stay away on the day next preceding or next succeeding such holiday.

- (v) Payment for a public holiday shall be made to an employee absent through illness and for whom no payment is due in the pay week in which the holiday falls, provided the absence does not exceed four (4) weeks prior to the holiday.
- (vi) Where a public holiday falls on a Saturday, payment shall be made to seven-day shift workers rostered off. The payment referred to shall be 7.78 ordinary hours.
- (vii) Where a public holiday falls on a rostered day off of a day worker or shift worker who works their ordinary hours on Monday to Friday shall be paid an extra day's pay (7.78 hours).

16. Sick Leave

- (i) Employees who are absent from their work because of personal illness or injury shall be entitled to paid leave of absence, subject to the following conditions and limitations:
 - (a) They shall not be entitled to paid leave of absence for any period in respect of which they are entitled to workers' compensation.
 - (b) The employee shall, as soon as reasonably practicable and at least one and one-half hours prior to the commencement of the 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 the absence.

If it is not reasonably practicable to inform the employer at least one and one-half hours prior to the commencement of such absence the employee shall inform the employer within 24 hours of such absence.

- (c) They shall prove to the satisfaction of their employer that they was unable to attend for duty on the day or days for which sick leave is claimed because of illness.

For each year of any period of service with an employer, employees shall be entitled to paid sick leave of seventy hours of working time. Provided that during the first six months of the first year of any period of service with an employer they shall be entitled to sick leave which shall accrue on a pro rata basis of five hours fifty minutes of working time for each month of service completed with that employer.

- (ii) Single Day Absences -Employees who claim paid sick leave in accordance with this clause for and absence of one day only, and who have already been allowed paid sick leave on more than one occasion for one day only during that year, shall not be entitled to payment for the day claimed unless they produce to the employer a certificate of a duly qualified medical practitioner that in their, the medical practitioner's opinion, the employee was unable to attend for duty because of personal illness or injury. However, an employer may agree to accept from the employee a statutory declaration, stating that the employee was unable to attend for duty because of personal illness or injury, in lieu of a certificate of a duly qualified medical practitioner as prescribed by this subclause. Nothing in this subclause shall limit the employer's right under paragraph (c) of subclause (i) of this clause.
- (iii) Cumulative Sick Leave-Paid sick leave shall accumulate indefinitely.
- (iv) Year of Service -Year of service for the purpose of this clause means the period between the date of commencement of employment in any year and the anniversary of the commencement of employment in the next year.
- (v) Extended sick leave - Notwithstanding the foregoing, an employee with no less than two years of service may apply for extended sick leave (which shall not exceed 12 weeks in any one year of service) which may be granted at the discretion of senior officers of the Industrial Relations Department of each company subject to conditions applicable at each company. The granting of extended sick leave shall not be unreasonably withheld. In the event of any dispute arising as a result of the company decision,

the matter shall be referred to the Chairperson of the Breweries, &c. (State) Conciliation Committee for final determination.

(vi) Sick Leave Redemption-

- (a) An employee whose employment is terminated for any reason (other than for serious and wilful misconduct) and who has a minimum of 140 sick hours credit, will be paid the value of 140 hours sick leave upon termination.
- (b) Upon the death of an employee whilst in the employ of a company being a respondent to this award, the amount of untaken sick leave accumulated by the employee pursuant to subclauses (i) and (ii) of this clause shall be redeemed by payment into that employee's estate at the ordinary rate of pay.

17. State Personal Carer's Leave

(1) Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 16, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave maybe 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 annex 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, wherefor the purposes of this subparagraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.

- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (2) Unpaid Leave for Family Purpose
- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.
- (3) Annual Leave
- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (4) Time Off in Lieu of Payment for Overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (5) Make-up Time
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (6) Rostered Days Off
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.

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

18. Annual Leave

- (a) The period of annual leave shall be four weeks inclusive of rostered days off.

For annual leave provisions, see *Annual Holidays Act 1944*, provided employees when proceeding on their four weeks' paid annual leave or five weeks in the case of a seven-day shift worker, shall be paid for the first two weeks of such leave at double their average ordinary hours rate of pay. This additional two weeks' pay is only payable where employees are taking their full period of annual leave and is not payable in respect of pro rata annual leave payment made at the time of termination of employment.

- (b) The period of annual leave is to be taken in one consecutive period or, if the employee and the employer agree, in two separate periods in which case the first week of the leave shall be paid at double rate.
- (c) Seven-day shift workers (i.e. employees whose ordinary working period includes Sundays and holidays on which they are regularly rostered for work), shall be allowed additional leave as specified below:

If during the year of their service, an employee has served continuously as a seven-day shift worker, the additional leave with respect to that year shall be one week inclusive of the rostered day off to be paid at their average ordinary hours rate of pay. If during the year of their service, they have served for only portion of it as a seven-day shift worker, the additional leave shall be calculated on a pro rata basis, provided that if such calculation includes a fraction of a day, such fraction shall not form part of the leave period and any such fraction shall be discharged by payment only.

- (d) Where the employment of an employee has been terminated and he thereby becomes entitled under section 4 of the *Annual Holidays Act, 1944*, to payment in lieu of an annual holiday payment, a payment of two hours fifty-five minutes at his ordinary wage rate shall be made with respect to each four weeks as a seven-day shift worker which they have rendered during such period of employment.
- (e) Annual leave shall be taken at a time mutually agreed between the employee and the employer: Provided that where an employee takes annual leave in accordance with a roster drawn up by the employer, he shall receive six months' notice of commencement of rostered leave. Provided further, that suitable alternative arrangements will apply in emergency situations.

19. Long Service Leave

Long service leave shall be established in a trust deed of settlement providing long service leave conditions for persons employed under this award.

20. Mixed Functions

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

21. Terms of Employment

(i)

- (a) Employment under this award shall be by the week, but employees not attending for duty shall, except as provided elsewhere in this award, lose their pay for the actual time of such non-attendance.

Employment shall be terminated by a week's notice on either side to be given at any time during the week, or by the payment or forfeiture of a week's wages as the case maybe. This shall not affect the right of the employer to dismiss an employee without notice for inefficiency, misconduct or neglect of duty and in such cases wages shall be paid up to the time of dismissal only, or the right to deduct payment for any day or part of a day the employee cannot be usefully employed because of any strike or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.

Where termination of employment is contemplated by the employer the status quo provision of Clause 31, Settlement of Disputes Procedure, shall be applied by placing the employee on paid suspension from attendance at the workplace for a period not exceeding three days to allow negotiations to take place except in cases where the employee is apprehended in the commission of, or admits to, an act of gross and wilful misconduct.

- (b) If employees are absent from work for a continuous period exceeding 3 working days without the consent of the employer and without notification to the employer, they shall be deemed to have abandoned their employment.

Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence for which consent was granted, or the date of the last absence of which notification was given to the employer, whichever is the later.

- (ii) An employee shall perform such work as shall from time to time be required on the usual days and within the prescribed hours.
- (iii) For the purpose of meeting the needs of the employer in the industry, the employer may require any employee to work reasonable overtime including work on Saturdays, Sundays and public holidays at the rate prescribed by this award and unless reasonable excuse exists the employee shall work in accordance with those requirements.
- (iv) An employee may be required by the employer to work on day work or shift work in accordance with the terms of this award and the lawful instructions of the employer.
- (v) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of the award.
- (vi) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been trained in the use of such tools and equipment.
- (vii) Any direction issued by an employer pursuant to subclauses (v) and (vi) of this clause shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

22. Bereavement Leave

- (i) An employee, other than a casual employee, shall be entitled to a maximum of three days bereavement leave without deduction of pay, on each occasion of the death of a person as prescribed in subclause (iii) of this clause.

- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (ii) of paragraph (c) of subclause (1) of clause 17, Personal Carers Leave 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 subclauses (2), (3), (4), (5) and (6) of the said clause 17. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

23. Compassionate Leave

An employee may apply for and maybe granted compassionate leave up to a maximum of three days in any year of service to cover personal or domestic problems. Such leave shall be recommended by the employee's supervisor and may be granted at the discretion of the senior officer of the Industrial Relations Department of each company who will require proof of circumstances leading to the claim for leave. Provided that an employee may elect to apply for leave under this clause direct to that senior officer.

24. Repatriation Leave

Employees, being ex-service personnel, shall be allowed as time worked, lost time incurred whilst attending repatriation centres for medical examination and/or treatment:

Provided that-

- (i) lost time does not exceed four hours on each occasion;
- (ii) payment shall be limited to the difference between ordinary wage rates for time lost and any payment received from the Repatriation Department as a result of each visit;
- (iii) the provisions of this subclause apply to a maximum of six attendances in any year of service with an employer;
- (iv) the employee produces evidence satisfactory to the employer that he is required to and subsequently does attend a repatriation centre.

25. Paid Leave for Blood Donors

- (i) Employees who are absent during ordinary working hours for the purpose of donating blood shall not suffer any deduction of pay up to a maximum of two hours on each occasion, and subject to a maximum of three separate absences each calendar year. Provided that the employees shall arrange as far as practicable for their absence to be as close as possible to the end of their ordinary working hours.
- (ii) Provided further, the employee shall notify his employer as soon as possible of the time and date upon which he is requesting to be absent for the purpose of donating blood.
- (iii) Proof of the attendance of the employee at a recognised place for the purpose of donating blood, and the duration of the attendance shall be furnished to the satisfaction of the employer.

26. Jury Service

- (i) Employees required to attend for jury service during their ordinary working hours shall be reimbursed by the company an amount equal to the difference between the amount paid by the Sheriff's Office for their attendance for such jury service and the amount of wage they would have received for ordinary time they would have worked had they not been on jury service.
- (ii) Employees shall notify the company as soon as possible of the date upon which they are required to attend for jury service. Further, the employees shall provide proof of their attendance, the duration of the attendance and the amount received from the Sheriff's Office for jury service.

27. Industrial Matters

- (i) Union delegates who are required by their union to attend arbitration proceedings and award negotiations shall be entitled to payment for ordinary time lost in so doing. Provided that the union shall notify the company in advance when a union delegate is so required.
- (ii) Each authorised union delegate shall be entitled to be paid at ordinary rates for attending a meeting called by the union for the purpose of compiling the award log of claims and electing a negotiating committee. Payment shall be limited to four hours in any year (including time spent in travelling) and delegates shall produce proof that they attended the meeting.

Employees who are members of the negotiating committee shall be entitled to be paid at ordinary rates for attending meetings called by the union for the purpose of considering the reply of the Brewer's Association of New South Wales to the log of claims. Payment shall be limited to four hours in any year and committee members shall produce proof that they attended the meeting.

28. Union Meetings

Employees shall be entitled to be paid for two official stop work meetings in each calendar year, subject to the following:

- (a) The meeting shall be called by the Secretary of the union, or their nominee or the Labor Council of New South Wales who shall notify the companies forthwith.
- (b) The union and each company shall agree on the composition of "essential staff" who shall remain on duty during the meeting. The members of the "essential staff" shall be paid a penalty of half ordinary time extra for the duration of the stoppage, with a maximum of four hours at such rate.
- (c) A maximum of 4-hours time shall be allowed away from work for each meeting and shall provide for (a) travelling time to and from the venue, and (b) the duration of the meeting. Employees shall attend for duty for any part of the rostered shift occurring before and/or after the meeting.
- (d) Employees shall produce satisfactory proof that they attended the meeting.
- (e) The company shall allow members of the union to have paid plant meetings on a "needs" basis, provided that at least six meetings shall be allowed in each plant in each year. Each meeting shall be called by the Secretary of the union who shall notify the company.
- (f) Paid delegates' meetings shall be allowed at two monthly intervals. Such meetings shall be of two hours duration to enable the delegates to confer with union officials on industrial matters and then to confer with the company.

29. Trade Union Training

- (a) An employee may apply for paid study leave, which shall be granted at the discretion of the senior officer of the Industrial Relations Department of each company, subject to the following: (i) (a) Applications to attend T.U.T.A. courses shall be formally endorsed by a union official. An employee

shall be entitled to payment up to a maximum of three days in any one year while attending such approved courses.

- (b) An employee may be granted permission, at the discretion of the employer, to draw upon his entitlement under paragraph (a) of this subclause for future years.
- (c) The granting of leave to attend trade union training courses shall not be unreasonably withheld. In the event of any dispute arising as a result of the company's decision, the matter shall be referred to the Chairman of the Breweries. &c. (State) Conciliation Committee for final determination.

30. Health and Safety

Employees are required to wear the safety equipment provided by the employer, applicable to the task being performed and/or the area in which the task is being performed.

Employee s who have a need to wear prescription lens spectacles during the course of their employment shall be reimbursed by the employer the cost incurred in hardening the lenses.

31. Settlement of Disputes Procedure

- (i) Carlton & United Breweries (NSW) Pty. Limited -

In an effort to promote the growth of good industrial relations between the union members and the Company, the following procedures will be adopted with a view to ensuring the effective resolution of industrial issues.

- (a) Employees who have a complaint shall discuss the matter with their immediate foreman.
- (b) If the employee is dissatisfied with the foreman's decision, they shall ask their union delegate to take the matter up with the foreman .If desired the employee can be present with the delegate.
- (c) If the employee is dissatisfied with the foreman's decision, the delegate shall ask that the foreman convene a conference with the foreman's supervisor of that department. This conference is to be convened as promptly as circumstances permit.
- (d) If the employee is dissatisfied with the supervisor's decision, they shall ask that the supervisor convene a conference with the Manager - Industrial Relations.
- (e) If the employee is dissatisfied with a decision as provided in paragraph (d) of this subclause, they can request their delegate to advise their union secretary to this effect and request a union organiser to take the matter up with the officer mentioned in paragraph (d) either on the job or by telephone.
- (f) If the employee is dissatisfied with a decision as provided in paragraph (e) of this subclause, they can request the union organiser to confer with the senior officer of the Industrial Relations Department on the matter in dispute.
- (g) While these procedures are being followed work shall continue normally whilst the matter in dispute is dealt with as provided in paragraph (f) of this subclause and those procedures shall be carried out promptly.
- (h) The union and the company will ensure that the status quo is maintained during the period that conferences as nominated in paragraphs (b), (c), (d), (e) and (f) are taking place and no industrial action shall take place without a formal withdrawal from these proceedings by the union organiser.
- (i) If the matter cannot be resolved in the discussion provided for in (f), the matter may be referred by either party to the Industrial Commission of New South Wales.

- (j) Exception to this procedure shall be where the employees are involved in an industrial matter which forms part of a union or ACTU campaign or policy decision or where a safety issue is involved which may require the ultimate assistance of an outside authority.

Should a dispute arise within the industry which is outside the fore going matters, the union's officials shall confer with the management, at a time and place mutually acceptable on such dispute before any further action is taken.

- (ii) Tooheys Limited -

In an effort to promote good industrial relations between union members and the Company and to achieve the satisfactory resolution of industrial disputes without loss of wages or production, the following procedure will be adhered to by all parties:

- (a) An employee who has a grievance should ask their delegate to take the matter up with the immediate supervisor. If they so desire, they can be present with their delegate.
- (b) If the employee is dissatisfied with the supervisor's decision, they may ask that the matter be taken by the supervisor to the engineer in charge of the department and this is to be done as promptly as circumstances permit.
- (c) If the employee is dissatisfied with the engineer in charge of the department's decision, the employee may ask that the matter be taken by the delegate to the Engineering Manager and the Manager - Industrial Relations.
- (d) If the employee is dissatisfied with the decision as provided in (c) above, he/she can request that the delegate take the matter to the Assistant General Manager and the Manager Employee Relations, together with an official (or nominee) from the union.
- (e) If after such a conference, the decision is unsatisfactory, the matter shall be referred to the union secretary (or his nominee), who shall request a conference with the Chief Executive for his decision.
- (f) Whilst these procedures are being followed promptly and the status quo remains, work shall continue normally without bans or limitations.
- (g) If the final decision fails to resolve the issue, the matter shall be referred to the Industrial Commission of New South Wales.
- (h) Should a dispute arise within the industry which is outside the foregoing matters, the union's officials shall confer with the management at a time and a place mutually acceptable on such dispute before any action is taken.

32. Union Delegates

Where the union appoints an employee as an on-the-job delegate, their name and the section or sections with which they are concerned shall be given to the employer in writing and the employer shall recognise the delegate as a union representative. A delegate's authority is restricted to the application of this award and working conditions.

33. Structural Efficiency

- (i) The parties to this award are committed to co-operating positively to increase the efficiency, productivity and international competitiveness of the brewing industry and to enhance the career opportunities and job security of employees in the industry. Accordingly, employees within each classification will perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions.

- (ii) At each plant or enterprise, an employer and the employees and their relevant union or unions shall establish a consultative mechanism and procedures appropriate to the size, structure and needs of that plant or enterprise. Measures raised by the employer, employees or union or unions for consideration consistent with the objectives of subclause (i) here in shall be processed through that consultative mechanism and procedures.
- (iii) Any dispute arising in relation to the implementation of structural efficiency items shall be subject to Clause 31, Settlement of Disputes Procedure. Any matter left unresolved out of Structural Efficiency Negotiations may be referred to the Industrial Commission of New South Wales for determination.

34. Training

- (i) Parties to this award recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
 - (a) Developing a more highly skilled and flexible workforce.
 - (b) Providing employees with career opportunities through appropriate training to acquire additional skills.
 - (c) Removing barriers to the utilisation of skills acquired.
- (ii) Following proper consultation in accordance with subclause (ii) of Clause 33, Structural Efficiency, or through the establishment of a training committee, an employer shall develop a training program consistent with:
 - (a) The current and future skill needs of the enterprise.
 - (b) The size, structure and nature of the operations of the enterprise.
 - (c) The need to develop vocational skills relevant to the enterprise and the brewing industry through courses conducted on the job and also by accredited educational institutions and providers.
- (iii) Where it is agreed a training committee be established, that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which provides for the:
 - (a) Formulation of a training program and availability of training courses and career opportunities to employees.
 - (b) Dissemination of information on the training program and availability of training courses and career opportunities to employees.
 - (c) There commending or otherwise of individual employees for training and reclassification.
 - (d) Monitoring and advising management and employees on the ongoing effectiveness of the training.
- (iv)
 - (a) Where, as a result of consultation in accordance with Clause 31, Structural Efficiency or through a training committee and with the employee concerned, it is agreed that additional training in accordance with the program developed pursuant to subclause (ii) herein should be under taken by an employee, that training may be undertaken either on or off the job. Provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.

- (b) Any costs associated with standard fees for prescribed courses and prescribed text books incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.

35. Leave Reserved

Leave is reserved for the appropriate union(s) to seek skill margins (including multi-skilling roof work).

Leave is reserved for the unions to pursue their claims of the levelling up of non-trades classifications rates of pay.

Leave is reserved for the Federated Ironworkers' Association of Australia, New South Wales Division, to pursue its claim for a crane allowance to apply to all employees using cranes. (As per pedestrian forklift payment.)

36. Enterprise Arrangements

- (a) As part of the Structural Efficiency exercise and as an ongoing process for the achievement of improvements in productivity and efficiency, discussions may take place at an enterprise to provide for:

more flexible working arrangements;

improvements in the quality of working life;

enhancement of skills, training and job satisfaction;

positive assistance in the restructuring process;

encouragement of consultation mechanisms across the workplace;

consideration of a single bargaining unit.

Union delegates at the place of work may be involved in such discussions.

- (b) The terms of any proposed genuine arrangement reached between an employer and employee(s) in any enterprise shall, after due processing, substitute for the provisions of this award to the extent that they are contrary provided that:

- (i) a majority of employees affected genuinely agree;

- (ii) such arrangement is consistent with the current State Wage Case principles.

- (c)

- (i) Before any arrangement requiring variation to the award is signed and processed in accordance with subclause (d), details of such arrangements shall be forwarded in writing to the union or unions with members in that enterprise affected by the changes and the employer association, if any, of which the employer is a member. A union or an employer association may, within 14 days there of, notify the employer in writing of any objection to the proposed arrangements including the reasons for such objection.

- (ii) When an objection is raised, the parties are to confer in an effort to resolve the issue.

- (d) Such enterprise arrangements shall be processed as follows:

- (i) All employees will be provided with the current prescriptions (e.g., award, industrial agreement or enterprise arrangement) that apply at the place of work.

- (ii)
- (a) Where an arrangement is agreed between the employer and the employees or their authorised representative at an enterprise, such arrangement shall be committed to writing.
- The authorised representative of employees at an enterprise may include a delegate, organiser or official of the relevant union if requested to be involved by the majority of employees at the establishment.
- (b) Where the arrangement is agreed between the employer and an absolute majority of permanent employees under this award at an enterprise, such arrangement shall be committed to writing.
- (iii) The arrangement shall be signed by the employer, or the employer's duly authorised representative, and the employees, or their authorised representative with whom agreement was reached.
- (iv) Where an arrangement is objected to in accordance with subclause (c) and the objection is not resolved, an employer may make application to the Industrial Commission to vary the award to give effect to the arrangement.
- (v) The union and/or employer association shall not unreasonably withhold consent to the arrangements agreed upon by the parties.
- (vi) If no party objects to the arrangement, then a consent application shall be made to the Industrial Commission to have the arrangement approved and the award varied in the manner specified in paragraph (vii).
- Such applications are to be processed in accordance with the appropriate State Wage Case principles.
- (vii) Where an arrangement is approved by the Industrial Commission and the arrangement is contrary to any provisions of the award, then the name of the enterprise to which the arrangement applies, the date of operation of the arrangement, the award provisions from which the said enterprise is exempt, and the alternative provisions which are to apply in lieu of such award provisions (or reference to such alternative provisions), shall be set out in a schedule to the award.
- (viii) Such arrangement when approved shall be displayed on a notice board at each enterprise affected.
- (ix) No existing employee shall suffer a reduction in entitlement to earnings, award or over award, for working ordinary hours of work as the result of any award changes made as part of the implementation of the arrangement.

37. Area, Incidence and Duration

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and replaces the Breweries, Maintenance Employees (State) Award published 29 January 1986 (240 IG 454), and all variations thereof.

It shall apply to all classes of persons provided for herein within the jurisdiction of the Breweries (State) Conciliation Committee.

The award published on 29 January 1986 took effect from the first full pay period commencing on or after 28 May 1984.

The changes made to this award pursuant to the Award Review pursuant to section 19 (6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Award made by the Industrial Relations Commission of New South Wales on 18 December 1998 (308 IG 307) take effect on and from 23 August 2001.

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

Breweries, &c. (State) Conciliation Committee

Industries and Callings

All persons employed in or in connection with breweries, brewery bottling plants, malt houses, wine, spirit, beer stout or other stores or depots operated in connection with breweries and motor lorry drivers, assistants, loaders, washers and greasers, employed by breweries in the State, excepting the County of Yancowinna;

Excepting employees within the jurisdiction of the following conciliation committees:

Clerks (State); Draughtsmen and Tracers (State); Motor Car, &c., Drivers (State); Multigraph, &c., Operators (State); Production Planners, Technical Officers, &c. (State); Restaurant, &c., Employees, Factories, &c. (State); Scientific Officers, Chemists and Chemical Engineers, &c. (State); Carters, &c. (State); Sheet Metal Workers, &c. (State); Storemen and Packers, General (State); Trained Nurses, &c., Other Than in Hospitals, &c. (State); Carters, &c., Wood and Coal (State); Coachmakers, &c., Road (State); The Commercial and Industrial Artists (State); Commercial Travellers (State); Engineers, &c., Surveyors, &c. (State); Labourers, Railway and Road Construction, &c.(State); Salesmen, Outdoor (State) Architects. &c. (State).

APPENDIX A

MECHANICAL TRADESPERSON SPECIAL CLASS GUIDELINES

In respect of disagreements that might arise about the proper application of this classification the following guidelines are set out to be followed by the parties:

- (1) Procedure in applying the new classification - If there is disagreement about the application of the definition the following should be adopted:
 - (a) The issue should be discussed at a local level between the employee concerned, and/or his shop steward, and an appropriate representative of his employer; if agreement is not reached at this level, then:
 - (b) the matter should be raised between an appropriate full-time official of the employee's union and the employer; if agreement is not reached at this level, then:
 - (c) the question should be referred to the employer's organisation for discussion between that organisation and an appropriate full-time official of the union; if agreement is still not reached, then:
 - (d) the issue should be referred to the New South Wales Industrial Commission for resolution.
 - (e) Normal work should continue during this process.
 - (f) Management may have the need to reallocate work after reclassification.
 - (g) Any reclassification by one employer or group thereof shall not be used as the basis for an automatic flow to another employer or group thereof.
- (2) A checklist approach may assist in resolving the application of the definition. For example:

The work - Does the work involve work on complex machinery which utilises hydraulic and/or pneumatic principles? A prima facie test is whether the work involves multiple energy with control sequences.

The person -

- (a) Is the person a qualified fitter, motor mechanic or plant mechanic?
- (b) Has the person worked as a tradesperson on complex work which utilises hydraulic or pneumatic principles for at least two years, appreciating that the first part of the two years after apprenticeship may have a lower content of work on complex work as still learning?
- (c) Is it an integral part of the job requirement that the person is employed for the purpose of attending to work involving complex machinery?
- (d) Has the person the ability to read and understand hydraulic and/or pneumatic circuitry which controls fluid power systems?
- (e) Does the work require additional knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trades course?
- (f) Has the person the ability to work on complex work without supervision? This relates to technical factual supervision.
- (g) Has the person done a relevant formal post-trades course? An affirmative answer points towards the classification but a negative answer not to prejudice the person in any way.
- (h) All the questions relevant to the person should be answered in the affirmative except question (g) to establish a claim to the classification subject to the operational requirements of the establishment.

SCHEDULE A

WAGES, ALLOWANCES AND SPECIAL RATES

Table 1

NOTATION: The rates specified for each classification contain an amount of \$8.00 which was included as a result of an undertaking, by the parties to this award, to adhere to the disputes procedure contained in clause 29, Settlement of Disputes Procedure. This provision was ratified in Matter no. 551 of 1979.

- (i) Carlton and United Breweries (NSW) Pty Ltd. Limited Employees -

Classification	\$
Electrician Grade 1	551.80
Electrician Grade 2	571.00
Electrician Grade 3	593.20
Electrician Grade 4	627.70
Instrument Repairer	565.30
Instrument Tradesperson Grade 1	571.00
Instrument Tradesperson Grade 2	593.20
Instrument Tradesperson Grade 3	646.50
Industrial Systems Tradesperson	665.70
Electrical Assistant	493.70
Mechanical Tradesperson Special Class	586.20

Mechanical Assistant	493.70
Mechanical Assistant/Greaser	499.20
Mechanical Assistant/Storeperson	505.10
Rigger	531.80
General Tradesperson	551.80
Builder's Labourer	493.70
Firemen	511.70
Forklift Driver	511.70
Greaser - Main Engine Room	487.70

(ii) Tooheys Limited - Auburn and Grafton Employees

Classification	\$
Plasterer	551.80
Carpenter	551.80
Electrician Grade 1	551.80
Electrician Grade 2	571.00
Electrician Grade 3	593.20
Electrician Grade 4	627.70
Instrument Tradesperson Grade 1	571.00
Instrument Tradesperson Grade 2	593.20
Instrument Tradesperson Grade 3	646.50
Industrial Systems Tradesperson	626.70
Fitter	551.80
Instrument Repairer	565.30
Mechanical Tradesperson Special Class	586.20
Painter	551.80
Plumber	551.80
Builder's Labourer	493.70
Electrical Assistant (Auburn)	502.10
Ironworker's Assistant	484.20
Rigger	524.00
Firemen Trainee.	521.40
Engine Driver Trainee.	502.00
Engine Driver - Main Engine Room	533.20
Fireman	521.40
Forklift Driver (Auburn)	517.80
Forklift Driver (Hunter and Grafton)	511.70
Plant Greaser (Grafton).	490.10
Engine Room Greaser	513.30
Plant Greaser	503.30
Qualified Trainee Engine Driver	533.20

Table 2

Additional payments to form part of a wage rate for adults for all purposes of the award, unless otherwise specified:

(a)

- (i) A shift worker working on rostered shifts- \$39.50 per week, provided that employees on a rotating 5-dayshift roster shall receive an additional allowance of \$1.41 in respect of each night shift, other than weekends, that is actually worked.
- (ii) Provided that any employee working on a rotating 7-day shift roster shall, in lieu of the above, receive an all purpose amount of \$53.10 per week.

- (iii) A shift worker working on 12-hour rostered shifts - \$53.10 per week.
- (b) A shift worker working on permanent night shift shall be paid \$94.30 per week extra.
- (c) A shift worker working on permanent afternoon shift shall be paid \$47.20 per week extra.
- (d) A main engine room greaser employed as such who holds a first-class refrigeration engine driver's certificate - \$11.55 per week.
- (e) A trimmer employed as such who holds a recognised certificate of competency appropriate to the plant which they may be called upon to operate - \$7.40 per week.
- (f) An electrical or instrument tradesperson who is the holder of a New South Wales electrician's licences shall be paid the following:

'A' Grade	\$23.90 per week
'B' Grade	\$12.85 per week

Provided that these amounts shall be varied in accordance with the appropriate provisions of the Electricians, &c. (State) Award, as varied.

- (g) Engine driver in charge of plant (Tooheys Limited - Auburn) to be paid \$12.85 per week.
- (h) A tradesperson employed by Carlton & United Breweries (NSW) Pty. Limited required to perform welding duties, for which higher qualifications are necessary, shall be paid \$14.50 per week extra.
- (i) An employee qualified and authorised to act as first-aid attendant shall be paid \$9.85 per week extra.
- (j) An employee who has been trained to use, and is required by the employer to use, battery-powered pedestrian forklift trucks during the course of their duties shall be paid \$7.75 per week extra.
- (k) A plumber who may be required to act on their plumber's licence shall be paid \$23.20 per week extra. (Not cumulative with other licence payments.)
- (l) A plumber who may be required to act on their drainer's licence shall be paid \$19.46 per week extra. (Not cumulative with other licence payments.)
- (m) A plumber who may be required to act on their dual licence shall be paid \$30.67 per week extra. (Not cumulative with other licence payments.)
- (n) A plumber who may be required to act on their multi-licence shall be paid \$42.27 per week extra. (Not cumulative with other licence payments.)
- (o) A plumber who may be required to compute quantities shall be paid \$14.90 per week extra.
- (p) A registration allowance of \$17.81 per week shall be paid to plumbers and/or licensed plumbers in addition to the ordinary rate of pay. This allowance shall be paid for all purposes of the award with the exception of clause 11, Overtime, and clause 13, Sunday and Holiday Work.

Provided that the allowances prescribed in paragraphs (k), (l), (m), (n), (o) and (p) of this sub clause, shall be varied in accordance with the movement in appropriate provisions of the Plumbers and Gasfitters (State) Award, by multiplying the hourly rates in that award by 38 and rounding to the nearest cent.

- (q) A qualified rigger employed by Carlton & United Breweries (NSW) Pty. Limited who has obtained a certificate of competency as a scaffolder pursuant to the *Construction Safety Act 1912*, and who may be required to erect scaffolding shall be paid \$14.48 per week extra.
- (r) A qualified rigger employed by Tooheys Limited working a shift roster system as agreed at Auburn Brewery who has practically complete charge of all rigging duties and who carries out the orders of an employer and having no certification to carry out rigging duties shall be paid \$20.45 per week extra.
- (s) A fitter working in the Brewing and Services Department of Carlton & United Breweries (NSW) Pty. Limited who has been trained in pneumatics and mechanical seals as well as motor and pump alignment technology and practice and who has received a qualification from a recognised training agency shall be paid \$14.70 per week extra.
- (t) A fitter working in the Packaging Department of Carlton & United Breweries (NSW) Pty. Limited who has been trained in hydraulics and pneumatics as well as seaming technology and practice and who has received a qualification from a recognised training agency shall be paid \$14.70 per week.
- (iv)
- (a) The minimum rate of pay for an adult female office cleaner shall be \$452.20 for 35 hours and \$387.60 for 30 hours; provided that an office cleaner required to work in lavatories, on outside steps, marble or brass or required to scrub floors or steps which necessitate the employee kneeling, shall be paid \$2.60 per week extra. Provided further that females shall not be compelled to clean men's lavatories.
- (b) A part-time female officer cleaner working less than 24 hours per week shall be paid a weekly wage calculated on an hourly basis by dividing the above minimum rate for 35 hours, plus 10 percent, by thirty-five. Calculations to be made to the nearest whole cent, any amount less than a half cent to be disregarded.
- (v) Plant Electrician - Tooheys Limited, Grafton Brewery - means an electrical trades person who has practically complete charge of the general maintenance, alteration and repair work of an installation and carries out the orders of an employer and who has no knowledge of the electrical trade and is not carrying on any business in the trade as a partner or otherwise, or who carries out the orders of an employer's engineer or other officer who is not a practical electrician - \$22.40 per week; provided that this rate shall vary in accordance with the lower rate appearing in clause 7, Leading Hands.
- (vi) A fitter performing welding duties at Tooheys Limited Auburn plant, who has demonstrated to the company's satisfaction their additional competency in performing welding work, shall be paid \$10.85 per week whilst employed to perform such work.
- (vii) A mechanical assistant or ironworker's assistant who has demonstrated, to the employer's satisfaction, their additional competency in grinding work, shall be paid \$10.85 per week whilst employed to perform such work.
- (viii) State Wage Case Adjustments - The rates of pay in this award include the State Wage Case - 2000 adjustment as set out in subclauses (i) and (ii) of this clause payable under the State Wage Case - 2000 decision. This adjustment may be offset against:
- (A) any equivalent over award payments, and/or
- (B) award wage increases since 29 May 1991 other than safety net adjustments and minimum rates adjustments.

Table 3

Item	Clause No	Description	Rate
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			\$
1	6(i)	Tool Allowance	12.55
2	7	Less than 3 not more than 10	22.40
		More than 10 not more than 20	32.05
3	12(v)	Overtime Meal Money	5.00
			1.00

- (i) Dirty work which a supervisor and an employee shall agree is of an unusually dirty or offensive nature - 39 cents per hour extra.
- (ii) Work in a compartment, space or place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position or without proper ventilation - 47 cents per hour extra.
- (iii) Working for more than one hour in the shade in places where the temperature is raised by artificial means to between 43.3 degrees Celsius and 54.4 degrees Celsius- 39 cents per hour extra.
- (iv) Work in cold cellars under refrigeration - 39 cents per hour extra.
- (v) Working on repairs to smoke boxes, fireboxes, furnaces or flues, of boilers - 11 cents per hour extra. Working inside oil-fired boilers - \$1.03 cents per hour extra.
- (vi) An employee engaged in manually defrosting refrigeration coils with hand tools in cold cellars shall be paid 16 cents per hour extra whilst so engaged.
- (vii) An employee engaged in either the preparation and/or the application of epoxy-based materials or materials of a like nature shall be paid 47 cents per hour extra.
- (viii) Employees required to use explosive-powered tools shall be paid 91 cents per day.
- (ix) A plumber or their assistant who is required to open up any soil pipe, waste or drainpipe conveying offensive materials shall be paid an additional \$4.45 per day or part of a day, provided that this amount shall be varied in accordance with the provisions of the Plumbers and Gasfitters (State) Award.
- (x) A painter required to work inside a beer cylinder, stout tun or pasteuriser or in fixtures or vessels of a like nature shall be paid at the rate of time and one-half and allowed fifteen minutes spell in the fresh air at the end of each hour worked and shall be paid for the spell at ordinary rates.

This rate is fixed having regard to the particular disabilities encountered by painters and shall be paid in lieu of any other disability rates which would be applicable except as in subclause (vii) of this clause which would be paid should epoxy based paint be used.
- (xi) A builder's labourer who is required to operate a jackhammer shall be paid 30 cents per hour extra whilst so employed, with a minimum payment of \$1.11 on any such day.
- (xii) An employee who wears a uniform provided by the employer at all times whilst on duty, and keeps it in an acceptable state of repair and cleanliness shall be paid an additional \$6.28 per week when attending for duty.
- (xiii) These rates to be cumulative (except as indicated).
- (xiv) Unless otherwise indicated these rates shall be varied in accordance with the appropriate provisions of the Building Tradesmen (State) Construction Award.
- (xv) Provided that an employee required to perform work of a nature that would attract a special rate under clause 8, Special Rates, of the Building Tradesmen (State) Construction Award, not elsewhere specified in this clause, shall be paid the appropriate rate provided in that award.

R. J. PATTERSON, Commissioner.

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(1149)

SERIAL C3183**TNT EXPRESS SYDNEY DRIVERS CONSENT AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1851 of 2004)

Before The Honourable Mr Deputy President Harrison

30 August 2004

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

Clause No. Subject Matter

Preamble

Customer Focus

1. Parties To, Title and Duration of the Award
2. Wages
3. Definitions
4. Area and Incidence
5. Conditions of Employment
6. No Duress
7. Probationary Period of Employment
8. Drivers' Rostered Days Off (RDO's)
9. Sick Leave/Absenteeism
- 9a. State Personal/Carer's Leave Case - August 1996.
10. Meal Breaks and Crib Breaks
11. Working of Overtime
12. Payment of Wages
13. No Demarcations
14. Zone Meetings
15. Freight Handling
16. Bulk Freight
17. Sales Assistance
18. Identification of Freight
19. Control of Documentation
20. Security Procedures
21. Uniforms and Presentation
22. Vehicle Cleanliness, etc.
23. Driver to Perform Air Freight Pick-ups
24. Orientation
25. Freight Note Control
26. Pallet Control
27. National Dangerous Goods Handling Procedure

28. Reduction in Insurance Claims for Vehicles, Equipment and Freight
29. Customer Contacts - Average Contact Rate
30. Procedures Relating to Grievances of Individual Employees
31. Procedures Relating to Disputes, etc., Between the Employer and the Employees
- 31a. Anti-Discrimination
32. Special Circumstances in Relation to Disputes Procedure/Process
33. Bulk Vehicles - Methods of Operation
34. Evacuation Procedures
35. Monitoring and Review Process
36. Wage Rates
37. No Extra Claims Commitment

PART B

MONETARY RATES

Table 1 - Wages Drivers

- Attachment 1
- Attachment 2
- Attachment 3
- Attachment 4
- Attachment 5
- Attachment 6
- Attachment 7
- Attachment 8

PART A

Preamble

The parties to this award have, through numerous meetings and discussions, finalised an agreement recognising that that agreement is aimed at enabling flexibility within the enterprise.

It is acknowledged by the parties that a successful agreement will be one which provides an incentive over a period of time for all personnel to constantly strive for an improved performance within the company and on behalf of the clients, and one which fosters a harmonious and safe workplace.

The company acknowledges and recognises the past contribution made by its employees through their efficiency, productivity and quality of service to its customer base. The company further accepts that there has been an improvement of productivity which has started to improve the overall situation the company was in.

Employees shall:

- (A) commit to the provision of an improving and quality service to our clients;
- (B) commit to TNT's vision contained in Part B Attachment 1 of this award.

As a result of the above and the other measures referred to in this award, the company shall provide the wage increases as detailed in the tables in this award.

Customer Focus

This award is made to ensure that the best possible service to the customer is delivered.

It is essential that the company and its employees ensures the best possible service is delivered to the customer, as it is the customer who provides the company, the shareholders and its employees with:

- (i) work to perform;
- (ii) revenue to meet overhead costs;
- (iii) profit for the quality services provided; and
- (iv) opportunity for continued viability and growth.

The customer is the cornerstone of our future, and customer focus shall be the most important consideration as we develop a more flexible, efficient and co-operative workforce via the enterprise bargaining process and other processes.

1. Parties to, Title and Duration of the Award

The parties to this award shall be the employer and the Transport Workers' Union of New South Wales Branch.

The award shall be known as the TNT Express Sydney Drivers Consent Award and shall operate from 30 August 2004 and remain in force for a period of three (3) years.

2. Wages

This award, in so far as it fixes rates of wages, is made by reference and in relation to wages as set out in Part B, Monetary Rates.

The said wage is subject to variation by Enterprise Agreements negotiated between the parties from time to time.

3. Definitions

For the purpose of this award, the following definitions shall apply:

- (A) "Act" shall mean the *Industrial Relations Act* 1996.
- (B) "Award" shall mean the TNT Express Sydney Drivers Consent Award.
- (C) "Parent award" shall mean the Transport Industry (State) Award as varied, or any award replacing, succeeding or modifying the parent award.
- (D) "Dockhand" shall mean an employee employed in accordance with the TNT Express Sydney Sortation Award August 2004.
- (E) "Driver" shall mean an employee employed in accordance with the "parent award".
- (F) TNT Express Enfield Dockhand Grade 1" shall mean a person employed principally to perform the duties in accordance with the TNT Express Sydney Sortation Award August 2004.
- (G) TNT Express Enfield Dockhand Grade 2" shall mean a person employed principally to perform the duties in accordance with the TNT Express Sydney Sortation Award August 2004.
- (H) "Employee" shall mean a dockhand or driver who works at the direction of the employer.

- (I) "Employer" shall mean TNT Australia Pty Limited (ABN 41 000 495 269).
- (J) "Enterprise" shall mean the transport operation located at 16-24 Cosgrove Road, Enfield, Sydney.
- (K) "Union" or "the TWU" shall mean the Transport Workers' Union, New South Wales.

4. Area and Incidence

- (A) This award shall apply to the employer and persons employed by the employer as a driver in the relevant occupations within the scope of the parent award and as defined in this award.
- (B) This award shall apply to a driver who performs work for the enterprise.

5. Conditions of Employment

Except as provided by this award, the conditions of employment of employees to whom this award applies shall be those contained in the relevant parent award. Where there is inconsistency between this award and the relevant parent award, this award shall prevail.

6. No Duress

The parties agree that agreement has been reached by consensus through a consultative process and then decided upon by a ballot of the employees present without duress by any party.

7. Probationary Period of Employment

- (A) A new employee employed as a permanent employee shall be employed on a probationary period for three months. During the course of or at the end of the three months, a decision shall be made by the employer on the performance of the employee in consultation with TWU site representatives.
- (B) Employment by either party can be terminated by a week's notice or by payment or forfeiture of a week's pay in lieu.

8. Drivers' Rostered Days Off (RDO's)

RDO's shall be accumulated and paid out each calendar year at the rate of time and a half, in lieu of being taken. RDO's shall be paid twice a year (one week prior to the end of June and one week prior to Christmas).

9. Sick Leave/Absenteeism

Notification of inability to work on any given day due to illness must be given prior to the commencement of normal starting times, and further notice given within 24 hours if the duration of the absence is longer than one day, and the nature of the illness.

9a. State Personal/Carer's Leave Case - August 1996

- (1) Use of Sick Leave
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 9, Sick Leave/Absenteeism, 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 subparagraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Unpaid Leave for Family Purpose

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

(3) Annual Leave

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

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

10. Meal Breaks and Crib Breaks

- (A) Meal breaks of no less than one hour shall be taken by the employee, subject to the operational requirements of the business, no earlier than 3.5 hours after the commencement of ordinary hours of work, and no later than six hours after the commencement of the ordinary hours of work. Meal breaks of less than one hour shall only be taken when requested by the employer. The start and finish times of meal breaks and the duration of meal breaks may vary daily.
- (B) In lieu of taking crib breaks as a consequence of working overtime, the employer shall pay out crib breaks at the ordinary rate of pay.

11. Working of Overtime

An employee shall not work or be paid overtime unless the working of such overtime is approved by the employer. The onus shall be on the employer to advise employees of a requirement to work overtime.

12. Payment of Wages

- (A) All employees' wages shall be paid direct by electronic funds transfer to the bank of their choice.
- (B) The operation of this clause shall be reviewed where costs incurred by paying, receiving and withdrawing wages by electronic funds transfer significantly increase.
- (C) With respect to starting times, the employer may agree not to deduct monies where an employee arrives late to work due to real and substantiated mitigating circumstances (e.g., road accident causing a delay to work).
- (D) In the circumstances where payment by electronic funds transfer does not eventuate in any week on the agreed day, and an employee faces financial difficulty and advises the employer accordingly, the employer shall make alternative payment of wage arrangements. Any monies paid by cash or cheque in these circumstances shall be deducted from the current or a following pay week.

13. No Demarcations

All employees shall work as directed within reasonable bounds, providing it does not adversely affect the execution of regular or normal duties. Duties shall include:

- (A) Drivers assisting where required to unload and load parcel trailers, drive forks and other dock work as required; and
- (B) allowing dockhands to perform driving duties as required.

14. Zone Meetings

Zone meetings shall be held on a regular basis, with the view of reviewing contact rates on a Zone and Run basis, with the view to improving the contact rates to an agreed level.

15. Freight Handling

- (A) This matter has caused some considerable concern to the employer, employees and the union over a long period of time. However, it is agreed that at no time has the intention of the employer been to have staff members work in a way which would result in the replacement of employees covered by this award or cause disadvantage to employees covered by this award.
- (B) The instances where supervisors and management can handle freight are as follows:
 - (i) where freight is "out of control";
 - (ii) for the purpose of checking an address (including manifesting, left on docks and misdirects);
 - (iii) for the purpose of checking the packaging;
 - (iv) for the purpose of checking freight nominated as "security freight";
 - (v) in the performance of ticket office functions, where freight notes have arrived late;
 - (vi) to avoid an accident or for other occupational health and safety reasons;
 - (vii) to assist in the training and support of trainees and new coders at the coding stations (including showing such persons how to perform the function as opposed to "doing the job").

16. Bulk Freight

Bulk freight shall be delivered by all vehicles (i.e., company and contract carrier vehicles), at the discretion of the AM Operations Manager.

17. Sales Assistance

Company representatives may be required to accompany a driver for the purpose of acquiring a more detailed knowledge of the client base. When the company representative accompanies a driver, the company representative and driver shall do whatever is required to ensure the best image of the company is presented to the customer.

18. Identification of Freight

To enable faster and more efficient processing of freight in the PM Operations, all drivers shall ensure all freight is correctly stickered with the correct barcode destination label.

19. Control of Documentation

Documentation pertaining to freight picked up is to be checked to ensure it is handled in the correct manner and, in the first instance, that the details of the document are correct (i.e., sender's and receiver's address and who is paying for freight).

In the case of a first-time sender or one time sender (OTS), these consignment notes need to be separated and stickered with the appropriate OTS sticker.

20. Security Procedures

- (A) All vehicles must be secured at all times to ensure the safety of our customers' freight. As part of this security, padlocks must be used to lock all doors of vans, and cabins should also be locked when drivers are absent from vehicles.
- (B) Manifesting shall occur to improve customer service operations. All employees shall commit to and support the employer's security control system over signed proof of delivery consignment notes.
- (C) If a signature is not legible, it is then the responsibility of the employee to request it to be printed. If a driver is unable to obtain a printed signature, then the driver shall ask the name of the person who has signed the consignment note and the driver shall register such person's name on the consignment note if given.

21. Uniforms and Presentation

All employees shall present themselves in a clean and tidy manner for work and shall wear uniforms as issued at all times. If any clothing other than the issued uniform is worn, a verbal advice will be issued by the employer. If an employee continues not to wear the uniform after a verbal advice of concern is issued, the employee shall not be eligible to commence work or be paid until the uniform is worn as required.

22. Vehicle Cleanliness, Etc.

The company accepts the responsibility to keep the exterior of the company-owned vehicles clean. However, it is the responsibility of the driver to keep the cabin interior clean and tidy and free from rubbish at all times. Drivers shall also check oil, water and tyres on a daily basis and detail a defect report booking card as required (refer to Attachment 2). All damage to vehicles shall be reported immediately after it is noticed by the driver.

23. Driver to Perform Air Freight Pick-Ups

- (A) All TNT Express drivers shall perform TNT Express Air pick-ups as required where the road fleet already services the customer.
- (B) The performing of the air freight pick-ups by drivers shall be monitored and reviewed in zone meetings.
- (C) A commonsense approach shall be adopted with respect to "late pick-ups".

- (D) Any disagreement regarding a request made to pick up air freight shall be reviewed the next day by the driver and/or delegate and the relevant management representative.

24. Orientation

Prior to an employee commencing employment, the company will require such person to complete an agreed orientation programme.

25. Freight Note Control

- (A) The freight notes which are handled and detailed by drivers and on which the customer relies to pay the company for the services provided, represents the contract between the company and the customer. It is essential that all drivers perform all duties necessary to ensure the contract with the customers is properly executed and the customer promptly pays the rates required by the company for the service provided. Without limiting the duties that may be required to be performed, employees shall, to the best of their ability, perform the duties noted in this clause and in Attachment 3.
- (B) The making of this clause shall not affect the payment currently made for cubing or check-weighing.
- (C) The performance of the duties referred to in this clause shall be performed "on the run" where reasonable, in a way which ensures the best image of the company is presented to the customer. The satisfactory performance of such duties on an ongoing basis shall be closely monitored. Any disputes regarding the application of this subclause shall be progressed in accordance with clause 31, Procedures Relating to Disputes, etc., Between the Employer and the Employees.
- (D) It is agreed that, to achieve the 100 per cent target, the following shall be implemented with respect to freight note control:
- (i) driver education;
 - (ii) customer education;
 - (iii) communication procedure between drivers and management to ensure any difficulties with customers are advised so management can rectify any problems;
 - (iv) the checking and securing of freight nominated as "security freight", consistent with any procedures, and ensuring the details of corresponding freight notes are accurate;
 - (v) monitoring of freight note accuracy (for example, refer Attachment 4).
 - (vi) identifying and rectifying problems;
 - (vii) communication of such problems to individual drivers to rectify such problems.

26. Pallet Control

Pallets are items which are leased to the business or owned by the business. These items are integral to the transportation of certain items of freight and it is agreed drivers shall do whatever is reasonable to minimise the cost of using pallets.

It is further agreed that the parties shall work towards 100 per cent control of pallets over the life of this award by adopting the process as detailed below:

- (1) Drivers shall perform duties in accordance with the required Pallet Control Procedure. The finalisation of such a procedure is subject to further consultation and discussion with TWU delegates. A draft of the

procedure as proposed by the employer is contained in (Attachment 5) and shall be subject to the consultation and discussion referred to herein.

- (2) A driver shall detail the attached Pallet Movement Docket every time a pallet is transported by the driver (Attachment 6).

The following shall eventuate to assist in the achievement of the 100 per cent target:

- (i) driver education;
- (ii) customer education;
- (iii) communication procedure between drivers and management to ensure any difficulties with customers are advised so management can rectify any problems;
- (iv) identifying and rectifying problems;
- (v) communication of such problems to individual drivers to rectify such problems.

27. National Dangerous Goods Handling Procedure

All employees shall comply with the agreed National Dangerous Goods handling procedure. This procedure shall ensure uniformity exists with respect to the handling of dangerous goods throughout all TNT Express and operations throughout Australia.

28. Reduction in Insurance Claims for Vehicles, Equipment and Freight

- (A) Insurance claims for the last 12-month period for damage to vehicles and equipment and damage to and loss of freight shall be noted as follows.

\$ per month in Claims TNT Express Enfield				
Month	Vehicle	Equip	Work Comp	Damage & Lost Frt
July				
Aug				
Sep				
Oct				
Nov				
Dec				
Jan				
Feb				
Mar				
Apr				
May				
June				

- (B) It is agreed that such costs to the business are excessive and that all employees shall perform their duties in a way which shall minimise insurance claims on vehicles, equipment and freight and, to ensure this, it is further agreed the following shall apply:

- (1) A minimum of 10 per cent of the existing claims to be noted in subclause (A) of this clause shall be achieved.
- (2) Subject to paragraph (1) of this subclause, targets month to month shall be set.
- (3) Actual results shall be posted on a monthly basis and/or distributed to all concerned.

- (4) Where a claim is made, each incident shall be examined and a means identified and implemented to minimise repetition of such claims.

29. Customer Contacts - Average Contact Rate

TNT Express PUD drivers commit to co-operate with management initiatives to achieve an average fleet contact rate of 50 contacts per driver per day in the TNT Express fleet. If the existing system of calculation alters the contact rate upwards without an actual increase in productivity, the contact rate shall be increased proportionally to ensure an increase in productivity, as anticipated by the company, eventuates.

30. Procedures Relating to Grievances of Individual Employees

The following procedures should be followed when an individual employee has a grievance:

- (A) The employee must notify (in writing or otherwise) the employee's immediate supervisor as to the substance of the grievance, request a meeting with the employee's immediate supervisor for discussions and state the remedy sought.
- (B) If the grievance remains unresolved following the meeting requested by the employee, it shall be the subject of further discussions between the employee and the employer on a graduated steps basis with the view to a resolution at higher levels of authority.
- (C) Reasonable time limits must be allowed for discussion at each level of authority.
- (D) At the conclusion of the discussion the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (E) While the procedure is being followed, normal work must continue.
- (F) The employee shall be represented by a union representative if requested by the employee.

31. Procedures Relating to Disputes, Etc., Between the Employer and the Employees

- (A) Intention - The employees, the union and the employer undertake to take all necessary steps to ensure that delegates, officers, officials, employees/union members, executives and company staff follow the procedure as set out herein, the intention being that any or all disputes shall be promptly resolved by conciliation in good faith without work restrictions, bans or stoppages occurring. The parties shall respectively notify each other as soon as possible of any industrial matter that might give rise to a dispute.
- (B) The Procedure -
- (i) In the event of a dispute or difficulty arising at job level, the union delegate and a Terminal Operations Supervisor and/or other terminal management shall immediately confer and shall attempt to resolve the matter without delay.
- (ii) If no agreement is reached, a union organiser shall discuss the matter in dispute with the Sydney Manager (or nominee) within 24 hours.
- (iii) If the matter in dispute remains unresolved, the New South Wales Manager (or nominee) shall discuss with a more senior officer of the union (or nominee) within 24 hours.
- (iv) If the matter still remains unresolved, the New South Wales State Manager (or nominee) and/or industrial relations representative for the company shall meet the Secretary of the union (or nominee) and discuss the matter within 48 hours. At each discussion, other employer and union representatives may be in attendance as required.

- (v) If the foregoing steps fail to resolve the issue within a reasonable time, the matter in dispute shall be referred by either party to the Industrial Relations Commission of New South Wales for determination.
- (C) Right to Refer to the Commission - The above steps shall not preclude reference of a dispute to the Commission at any stage of this procedure if a party believes it necessary. In these circumstances, the Commission shall retain its discretion to refer the parties back to a continuation of this procedure where the Commission considers that course appropriate.
- (D) Continuity of Work - Pending the completion of the procedure set out in this clause, work shall continue without interruption and all parties agree to use their best endeavours to ensure that continuation.
- (E) Preservation of Rights - The ultimate terms of settlement of the dispute shall not be affected in any way, nor shall the rights of any person involved in or affected by the dispute be prejudiced by the fact that work has continued without interruption.
- (F) Procedures and Obligations - The procedures and obligations contained herein shall be equally binding on the parties to this award. The decisions of the Industrial Relations Commission shall be accepted and adhered to by all parties, subject to their appeal rights under the Act. Where yard meetings are held, the employer and/or employer representatives shall be given the opportunity to address the yard and propose solutions to any matter in dispute.

31a. 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.
- (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.

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".

32. Special Circumstances in Relation to Disputes Procedure/Process

The parties acknowledge that the following situations may give rise to special circumstances in which the procedure/process referred to in this clause may not be appropriate:

- (A) Where there are safety issues as noted in the Act.
- (B) There may be occasions during the life of this award where The Labor Council of New South Wales makes a resolution for all unions to engage in general industrial action that would normally be described as a State-based campaign on a particular industrial or related issue. When such a resolution direction is given, the TWU will make every attempt to provide TNT Australia with at least 48 hours notice of such action. Irrespective of the contents of this clause, it has always been the policy of TNT Australia and of the TWU to ensure the supply of blood, emergency medical supplies and other essential services throughout any process and this commitment is reconfirmed by the parties to this award.

33. Bulk Vehicles - Methods of Operation

- (A) Operational procedures will be varied after consultation to ensure bulk vehicles shall become more productive.
- (B) Initiatives implemented shall be subject to continuous review and monitoring so as to ensure there is an improvement in required operational outcomes.
- (C) Bulk vehicles shall be loaded, unloaded and processed through the terminal so as to:
- (i) increase the number of trips made by each bulk vehicle (i.e., improve turnaround times);
 - (ii) increase the number of contacts made by each bulk vehicle; and/or
 - (iii) decrease the number of taxi trucks delivering and/or picking up bulk freight.
- (D) The required operational outcomes to be measured and monitored shall include (but not be limited to):
- (i) start times in the terminal;
 - (ii) time taken to obtain freight notes and other necessary documentation;
 - (iii) time waiting in the terminal;
 - (iv) time loaded;
 - (v) time of departure from the terminal;
 - (vi) arrival time at the customer;
 - (vii) time loaded/unloaded at the customer;
 - (viii) time delayed at the customer;
 - (ix) any suggestions for reducing time at a customer or in the terminal and improving bulk vehicle turnaround.

- (E) In measuring the operational outcomes as referred to in subclause (D) of this clause, the employer will supply simple forms. At the time of the making of this award the forms required to be detailed by employees are attached (refer to Attachment 7), but will be subject to variation as required only after consultation.
- (F) The company also understands that productivity increases may be hampered by events outside the control of the bulk drivers and undertakes to make available all reasonable resources to assist all the operational functions. The persons in the operation (i.e., dockhands, company drivers and contract carriers) also agree to become involved in the ongoing review process of these and other relevant operation procedures in a genuine effort to produce improved results in the overall business.

34. Evacuation Procedures

It is acknowledged by the parties that the existing evacuation procedure shall be reviewed. Such a review shall eventuate provided satisfactory progress is made on the handling of dangerous goods in the terminal and the establishment of national standards for the pick up, loading, unloading and delivery of dangerous goods.

35. Monitoring and Review Process

- (A) In the spirit of the negotiations, both parties agree to monitor progress on an ongoing basis and to continue to meet on a regular basis.
- (B) Should the variations made to this award prove to be more effective than anticipated, both parties agree to take these additional improvements into account for future nominated wage increases.
- (C) Similarly, if the expected productivity gains are not forthcoming, both parties agree to review the arrangements and participate in change in order to achieve the desired outcomes.

36. Wage Rates

- (A) The rates of pay shall apply to permanent employees as set out in Table 1 - Wages Drivers, of Part B, Monetary Rates.
- (B) Casual employees ordinary hourly rates of pay shall be based upon the relevant weekly rates contained in the said Table 1, divided by 38.

37. No Extra Claims Commitment

- (A)
- (i) The Transport Workers' Union, New South Wales, agrees on behalf of itself, its officers and members, that it will not make or pursue any extra claims other than those in accordance with the terms of the Comet/Kwikasair Interim Agreement dated 21 November 1997 as set out in Attachment 8 of this award.
- (ii) Any State Wage Case, or other award variations, will be absorbed in the increases provided by this award.

PART B

MONETARY RATES

Table 1 - Wages Drivers

Description	Rates as at FFPP on or after 1 July 2004 Per Week \$
Transport Worker Grade One	586.38

Transport Worker Grade Two	606.86
Transport Worker Grade Three	621.06
Transport Worker Grade Four	633.43
Transport Worker Grade Five	665.28
Transport Worker Grade Six	673.26
Transport Worker Grade Seven	697.58
Transport Worker Grade Eight	747.06

PART B

Attachment 1

Our Vision - "To be partners in Australia's most professional and successful National Express Freight Network".

Our Core Business - Time-certain freight distribution.

Our Commitment -

Recognise genuine excellence results only from genuine competition.

Deliver intact, on time, every time.

Provide effective logistic solutions.

Provide simplicity and accuracy in administration.

Develop long-term customer relationships.

Our Culture -

Recruit, train and develop our people to ensure they are the best in the industry.

Focus on our specific objectives and standards.

Concentrated and economic application of all resources.

Flexibility in all areas of our business.

Deal fairly with everyone we come in contact with.

Promote the highest levels of team work, co-operation and morale.

Maintain a universal awareness that our business will prosper and our clients will benefit from our attitudes to SERVICE, YIELD, CONTROL OF COSTS, OPTIMUM VOLUME.

Support appropriate community projects and objectives.

The Result -

Our customers gain competitive advantage from our services.

Our employees develop their skill and careers in a challenging and rewarding environment.

We achieve earnings, growth and increased capital value.

Vision - To be partners in Australia's most professional and successful National Express Freight Network.

Values -

Excellence through competition.

Long-term customer partnerships.

Exceeding the customer's expectations.

Dealing fairly with everyone.

Develop our people to be the best in the industry.

Recognise and reward performance.

Simple processes and procedures.

Continuous improvement.

Appropriate benefits to shareholders.

Code of Conduct -

Being open and honest with each other.

Team above self-interest.

Absolute support for each other.

Share our knowledge.

Lead by example.

Seek and provide help when needed.

Respond to requests promptly.

Support the organisation's philosophies and objectives.

Resolve conflicts quickly.

Communicate effectively.

Behaviours -

Focus on joint standards and objectives.

Practice the Syco philosophy.

Being flexible.

Building teamwork, co-operation and morale.

Adhering to disciplines and procedures.

Open communication and willing participation.

Respect our customers and improve our relationships with them.

Use and share our resources effectively and efficiently.

ATTACHMENT 2

TNT Fleet Management

Vehicle Defect Booking Card Date:

	Fleet No./Req	No. Kms
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____
5	_____	_____
6	_____	_____
7	_____	_____
8	_____	_____
9	_____	_____
10	_____	_____

TNT Fleet Management reserves the right to retain any vehicle offered for repair until full payment is made. There is no warranty on parts supplied by the owner of the vehicle. No credit will be given except in the case of authorised accounts. I agree with the above.
Signed

ATTACHMENT 3

(The procedures contained in the Attachment are subject to variation as required after consultation with employee representatives.)

For the standard procedures of duties, see the schedule of the award attached to the decision dated 14 December 1995 in Matter No. 1263 of 1995.

ATTACHMENT 4

Without Prejudice

TNT Express

Freight Note Survey

Week Ending

	Illegible	Unsigned	Not cubed	No Weight	No postcode	No charging address	Wrong received state	Security freight items checked against connote	Non-bulk items checked against connote	Total	Clients Phoned	Inaccurate connote process by driver
Mon												
Tues												
Wed												
Thur												
Fri												
Total												

ATTACHMENT 5

TNT Express National Pallet Accounting Procedure

Pallet Control In and Out of the Terminal -

All drivers to fill out Daily Manifest Sheet.

Number of pallets to be marked on manifest.

AM Supervisor to be given manifest before departure.

AM Supervisor to confirm pallet count with manifest.

Copy of manifest to be given to Pallet Controller.

Copy of manifest to be given to PM Supervisor.

Upon driver's return, supervisor to check number of incoming pallets against manifest.

If no exchange has taken place, the driver is to be reminded that pallet exchange is company policy unless dehire company owned.

If customer has not exchanged pallets or supplied dehire form and refused Pallet Movement Docket, the Pallet Controller must be informed so he/she can follow up to ensure a dehire form can be received from the customer.

If dehire form is not received by the Pallet Controller, customer to be billed direct for cost of pallets not returned.

Linehaul Manager to ensure the above actions take place regarding all local linehaul pick-ups and deliveries.

Country Pallet Movement (Ex Capital City) -

Manifest to be filled out by leading hand or Supervisor for all outward pallets.

Manifest requires company name, suburb, number of pallets and type of pallets.

Manifest to be faxed to all country branches.

Branches to maintain branch and agents under their control.

Manifest to be left in Linehaul Manager's pigeon hole.

Linehaul Manager to collate all data.

Country Branch Requirements -

Branch to ensure pallet exchange or dehire takes place.

Branch to ensure pallets have exchange stickers and Pallet Movement Dockets are used.

Branch to fax all outward and inward pallet movements daily to Pallet Controller and Linehaul Manager.

Branch to fax Pallet Controller weekly on:

- total pallets in;
- total pallets exchanged;
- total pallets dehiired;
- other;
- comments.

All Pallet Movement Dockets sent to State Pallet Controller weekly.

Interstate Pallet Movement (Ex Capital City) -

Load Plan Advice forms to be filled out by PM Supervisor or leading hand with all pallet information.

Load Plan Advice forms are to be placed in Linehaul Manager's pigeon hole for collection.

Linehaul Manager to collate all data on outgoing interstate pallets from Load Plan Advice forms.

Interstate Pallet Movement (Incoming) -

AM Supervisor to match Load Plan Advice reports with incoming pallets on vehicles.

Ex interstate Load Plan Advice forms are to be passed on to Linehaul Manager daily.

Linehaul Manager to collate all data on Load Plan Advice forms.

ATTACHMENT 6

Example of:

PALLET MOVEMENT DOCKET

DATE:	RUN NO:
OUT:	IN:
CHEP:	CHEP
PLAIN:	PLAIN:
OTHER:	OTHER:
COMPANY:	
ADDRESS:	
Signed	Signed
(TNT Express Driver)	(Client)

WHITE - TNT EXPRESS COPY YELLOW - CLIENT COPY

TNT The Worldwide Transportation Group

- (3) The supporting efficiency for the first 2.5% increase is the Transport Workers' Union of Australia, New South Wales Branch (TWU) (NSW) Living Wage (or like) application or other TWU Award or labour movements in the Contract Determination (i.e., No double dipping of the first 2.5% increase).
- (4) The first pay increase effective 19/20 November 1997 (i.e., No back-dating) subject to the TWU obtaining yard support site by site.
- (5) Second increase will be paid by first pay week in June 1998 with supporting efficiencies agreed and in place by this time. Negotiations to commence as early as feasible in 1998.
- (6) Balance of TWU claim paid by 30 September 1999 with supporting efficiencies agreed and in place. The Company will consider any NSW TWU Award/Contract Determination labour movements over 2.5% where achieved by the TWU in addition to the increase identified in point (3) above.
- (7) Enfield site award to be increased in 2% stages to deliver previous parity (i.e., 4% in addition to that applying to other Comet/KAA NSW employees). First stage 2% increase paid effective 19/20 November 1997 with agreed off-sets (as attached). Second stage 2% increase paid by first pay period of June 1998 with supporting efficiencies agreed and in place by this time.
- (8) The basis upon which the company makes this offer is to ensure an amicable processing of the TWU's wage claim.
- (9) The company shall withdraw its current applications to vary the Sydney Site awards and the TWU shall withdraw its rescission applications.

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(1633)

SERIAL C3252

**K&R FABRICATIONS (W'GONG) PTY LTD (PORT KEMBLA STEEL
WORKS) MAINTENANCE AWARD 2004 - 2007**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Industry Group, New South Wales Branch, an industrial organisation of employers and a State Peak Council for Employers.

(No. IRC 5097 of 2004)

Before Mr Deputy President Grayson

9 September 2004

AWARD**1. Title**

This Award shall be known as the K&R Fabrications (W'Gong) Pty Ltd (Port Kembla Steelworks) Maintenance Award 2004 - 2007.

2. Index

Clause No.	Subject Matter
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29.	Anti-Discrimination and Harassment
30.	Duress
31.	Reserved Matters
32.	Dispute Avoidance Procedure

3. Application and Parties Bound

This Award shall apply to K&R Fabrications, all its employees employed in the classifications set out in clause 9, Wages and Allowances, who are performing mechanical maintenance, modification, shutdown and engineering work at BHP Port Kembla Steelworks and the Unions party to this Award.

The Parties to this Award are:

K&R Fabrications (W'gong) Pty Ltd ABN 56 002 396 849;

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch (AFMEPKI.U);

The Australian Workers' Union, New South Wales (AWU) - Port Kembla Branch; and

Employees of K&R Fabrications (W'gong) Pty Ltd who are members or entitled to be members of the organisations detailed above and are engaged in classifications specified in the said clause 9.

4. Term of Award

- 4.1 This Award will come into operation from 24 August 2004 and shall wholly displace all other agreements and awards that would otherwise apply. The Award shall remain in place until 30 June 2007.
- 4.2 The Parties agree to commence negotiations for an Enterprise Agreement for three months prior to 30 June 2007.
- 4.3 The Parties to this Award shall not pursue any extra claims as per the period nominated in subclauses 4.1 and 4.2 of this clause

5. Objectives of Award

The objectives of this Award are to:

enable the Company to perform work in the area covered by the Agreement in a productive, efficient and orderly way;

provide appropriate remuneration and conditions of employment for employees working under the terms of the Agreement; and

encourage employees to work in a productive, efficient, flexible and safe way in accordance with their full skill and competence to meet the requirements of the employer and its client.

6. Intent

The intent of this Award is to create an environment that enables employees to work together in a co-operative manner.

7. Performance Initiatives

The Parties recognise the financial performance of the Company and their respective futures, prosperity and employment security are inextricably linked. There is a range of issues that represent opportunities to enhance the Company's performance in the areas of health and safety, Company and employee relationships, learning and development, quality, productivity, efficiency, flexibility, cost effectiveness and achievement of contractual Performance Targets.

7.1 Continuous Improvement and Innovation

The Parties to this Award are committed to the philosophy of continuous improvement and innovation through effective people and business management. Employees will be encouraged to contribute not only through effort but also through good ideas. We will also promote the concept of employees challenging decisions where there maybe better ways of doing things.

7.2 Occupational Health and Safety

This clause is to be read in conjunction with the *Occupational Health and Safety Act 2000*.

The Parties to this Agreement abhor the loss of life, sickness and disability caused at work. The Parties agree to the establishment of health and safety committees in each workplace and the recognition of rights and training for health and safety representatives.

The Parties are committed to pursuing the best means of safeguarding and improving the working life and health of employees.

The employer may, from time to time, issue regulations designed to increase safe working practices and conditions. On a variety of projects and sites where the employer undertakes work and regulations and the policies and practices of the employer are in force concerning safety restrictions, it is an express condition of employment of all employees covered by this Award that such regulations as are issued from time to time will be strictly observed. It is recognised by the Parties to this Award that failure to observe these regulations can be grounds for instant dismissal. It shall be the duty of the employers to ensure that each employee is made aware of the regulations in force on the project or site on which such employee works. Employees will assist contractors in the implementation of safety programs, which are based on continuous improvement.

7.3 Consultative Committee

The Parties agree, on request, to contribute to or join a consultative committee to assist the Parties improve productivity, efficiency and to provide for the effective involvement of employees in the decision making process. The committee will consist of an equal number of Company (Transfield Services and K&R Fabrications) and Union representatives and the Parties will work to set up their own charter on establishment.

The objectives of the committee are to investigate, determine and make recommendations on matters including but not limited to:

- (i) Introduction of new technology
- (ii) Changes to work organisation
- (iii) Expansion and investment
- (iv) Quality
- (v) Productivity improvement
- (vi) New management practices

Union representatives will have an open invitation to participate in the committee and will have adequate time and access to the employees they represent:

- (i) Prior to the Committee meetings to prepare for agenda items

- (ii) Following Committee meetings to report back, when necessary, on issues discussed.

Committee members will be provided with all relevant information and access to documentation and data pertaining to the subject matter in order to assist the consultative process, except where the Company is unable to do so for privacy or confidentiality reasons.

7.4 Apprenticeships

K&R Fabrications has in the past demonstrated its long-term commitment to the development of apprentices. The Company will continue to manage apprenticeship programs in keeping with past practices.

7.5 Equal Employment Opportunity

The Parties agree to comply with and promote the principles of equal employment opportunity legislation.

8. Contract of Employment

The Parties to this Award are committed to the philosophy of full-time employment, but also recognise that to be competitive alternative work arrangements will be required. Casual, part-time and fixed-term employees will be balanced with the needs of the business. In short-term situations such as shut-downs, specialised work and emergency work, alternative employment arrangements will be introduced.

8.1 Nature of Employment

Employment may be casual, part-time, full-time or fixed-term, as is specified in the formal Letter of Offer of Employment. Employees shall perform work according to the following conditions:

By arrangement, employees shall work the ordinary working hours according to the work roster as the business needs may require from time to time as identified in clause 10, Working Arrangements.

Employees are expected to work reasonable overtime as required by the Company in addition to the rostered ordinary working hours.

Employees must use such protective clothing and equipment provided by the Company for specific circumstances.

Employees must comply with safety requirements of the Company.

8.2 Types of Employment

Full-time Employment

An employee who has not been specifically employed on a part-time or casual basis shall be deemed to be employed full-time. K&R Fabrications (W'gong) Pty Ltd shall not contract outside of this Award. In other words, there will be no other forms of employment for employees bound by this Award except for those contained within this clause (e.g. no individual contracts, Australian Workplace Agreements or Prescribed Payment Systems).

Fixed-term Employment

The introduction of fixed-term employment may be agreed between the Parties to suit the circumstances of the business.

Part-time Employment

By mutual agreement between the Parties, an employee who is employed on a part-time basis shall be offered a fixed number of hours of not less than 12 hours in any one-week period, and not more than 37.5 hours in a one-week period, as agreed and confirmed in writing at the time of engagement or as varied by consent thereafter. A part-time employee shall be entitled to all leave benefits contained in this Award on a pro rata basis. The hourly rate for a part-time employee shall be calculated by reference to the applicable hourly rate contained in clause 9, Wages and Allowance.

Casual Employment

A casual employee is one engaged for a minimum period of one day and paid as such. A minimum of four hours per day will apply where work is not available due to reasons beyond the control of the employer. The engagement of a casual may be terminated at any time upon one hour's notice or by payment in lieu. Employees engaged as casuals for a continuous period of six weeks will be entitled to full-time employment and shall be advised in writing of such by the Company. A casual employee shall not be employed for more than six weeks continuously. Consultation and agreement may extend this period of engagement with employee representatives.

Casual employees working ordinary time shall be paid 1/38th of the weekly wage, prescribed in the said clause 9, for each hour worked. A casual employee shall not be entitled to any leave, public holidays, notice or severance benefits contained in this Agreement but shall receive in lieu an all-purpose loading of 25% of the ordinary rate of pay.

Unless there is an agreement between the Parties, casual employees will only be employed when unplanned, unexpected changes in the workload or planned peak requirements require a short-term increase in the number of employees.

Apprentices

Where apprentices are employed directly by the Company, then the conditions of this Award shall apply except for remuneration, which is specified as a percentage of the trade rate at 100%. The specific percentages to apply are as follows:

First Year Apprentice	42%
Second Year Apprentice	55%
Third Year Apprentice	75%
Fourth Year Apprentice	88%

Where the Company employs a new "adult employee apprentice" (21 years of age or more), then that employee shall be remunerated at the 85% wage rate of a Tradesperson for the term of the apprenticeship until overtaken by the apprenticeship rate.

Existing adult employees who through Company approval undertake an adult apprenticeship will be paid at their current classification rate.

8.3 Probation

The continued employment of full-time and part-time new employees (other than a casual employee) will be subject to the satisfactory completion of a three months on-the-job probationary period. During that time, probationary employees shall be provided with feedback on a monthly basis as how they are performing. At the conclusion of the probationary period the Company shall either confirm the employee's continued employment or terminate the employment of the employee in consultation with the work team. Provided that during the probationary period the employment of a probationary employee may be terminated by either party on the giving of notice of one week.

8.4 Performance of Duties

K&R Fabrications may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award, provided that such duties are not designed to promote de-skilling, and payment will be in accordance with the classification structure.

8.5 Absence without Pay

Any employee not attending for duty shall not be paid for the actual time of such absence unless the absence is in accordance with paid leave contained in this Award and has been authorised.

8.6 Termination of Employment

8.6.1 Notice for termination or dismissal of employment will be in accordance with the following:

Period of Continuous Service	Notice Period
More than 1 month but less than 1 year	At least 1 week
More than 1 year but no more than 3 years	At least 2 weeks
More than 3 years but no more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

Note: Payment in lieu of notice shall be made if the appropriate notice period is not given. The notice of termination required to be given by an employee shall be the same as that required of an employer. By mutual agreement, the Parties may enter into an arrangement that suits either Party with a minimum notice period of not less than one week. An employee required to work during their notice period shall have that amount deducted whilst not at work during the notice period as required by the Company. (Notice period is increased by one week if an employee is over 45 years of age, subject to having completed at least two years' continuous service with the employer.)

K&R Fabrications has the right to dismiss an employee without notice for gross misconduct on the employee's part, which justifies summary dismissal. In the event of summary dismissal, payment will be made up to the time of dismissal only. For example, theft of company property, violence against an employee or employer, vandalism or destruction of company property or other such matters warrant instant dismissal.

8.6.2 Redundancy Provisions

Redundancy means when a position is surplus to the needs of the business and where there is no alternative employment for the person/s occupying that position/s. Employees who choose to terminate their employment are not eligible for Redundancy and summary dismissal does not entitle an employee to a Redundancy payment. The following provisions shall apply:

Period of Continuous Service	Redundancy Pay	
	Employee is Under 45 Years of Age	Employee is 45 Years or More
Less than 1 year	Nil	Nil
At the completion of 1 year	4 Weeks	5 Weeks
At the completion of 2 years	7 Weeks	8.75 Weeks
At the completion of 3 years	10 Weeks	12.5 Weeks
At the completion of 4 years	12 Weeks	15 Weeks
At the completion of 5 years	14 Weeks	17.5 Weeks
At the completion of 6 years or more	16 Weeks	20 Weeks

8.7 Recovery of Monies Owed

It is agreed that, in the event of an employee's employment being terminated for any reason, any monies advanced to the employee by K&R Fabrications shall be recovered by the Company from any accrued entitlements owing to the employee and in accordance with the law.

8.8 Stand-downs

The Company is entitled to deduct payment for any day on which an employee cannot be usefully employed through any cause which the employer could not reasonably have prevented such as power and fuel shortages.

8.9 Facilities

The Transfield Services/BHP Steel alliance will provide on-site facilities for K&R Fabrications and its employees. These facilities shall be made available to all employees and comply with all relevant policies of K&R Fabrications and prevailing laws.

8.10 Transport of Employees

It is a condition of employment that all employees ensure they transport themselves to and from work. Employees are responsible for getting to and from work whether by personal or public transport. An employee without personal transport working overtime without notification on the previous day, and with no access to public transport, shall be transported to their place of residence, or to a place where public transport is available.

9. Wages and Allowances

9.1 An employee's remuneration shall be as provided for in this Award and notified to prospective employees in the Letter of Offer of Employment and the Acceptance of Appointment form or as varied from time to time.

9.2 The following wage rates will be paid (for the performance of a 38-hour week) for the respective classifications from the first pay period commencing on or after the specified date.

9.2.1 Classification Structure - Maintenance Worker (MW)

Classification	On Commencement of the Agreement \$	1 July 2005 \$	1 July 2006 \$
MW1	789.70	825.25	862.40
MW 2	835.85	873.45	912.75
MW 3	880.85	920.50	961.90
MW 4	931.55	973.45	1017.30
MW 5	971.85	1015.60	1061.30
MW 6	1012.20	1057.75	1105.35

Note: The above rates are inclusive of all allowances, except a Leading Hand Allowance (subclause 9.3 of this clause), Meal Allowance (subclause 11.3 of clause 11, Meal Breaks), Dirty Work, Heat Money and Powerhouse Allowance (paragraph 9.2.4 of this subclause), Confined Space Allowance (paragraph 9.2.3 of this subclause) and First-aid Allowance (paragraph 9.2.2 of this subclause). These allowances will increase in 2005 and 2006 in accordance with the percentage wage increases.

In addition to the rates above, a performance-based payment bonus system of up to 3% payment for all hours worked (ordinary time plus overtime) will apply. This payment will be made on a

quarterly basis. Key Performance Indicators that are appropriate and achievable will determine the performance-based payment system.

9.2.2 First-aid Allowance

An employee who is appointed by the Company to render first aid and holds a current recognised and accredited first-aid certificate shall be paid an allowance of \$10.80 per week.

9.2.3 Confined Space Allowance

A Confined Space Allowance of 60c per hour will be paid in the following manner. A "Confined Space" means a compartment, space or a place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position or without proper ventilation and subject thereto includes such a space:

- (a) In the case of locomotives, inside the barrels of boilers, fire boxes, water spaces of tenders, side tanks, bunker tanks, saddle tanks or smoke boxes
- (b) In other cases, inside boilers, steam drums, mud drums, fire boxes or vertical or road vehicle boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, super heaters or economisers.

9.2.4 Dirty Work, Heat Money and Powerhouse Allowance

Employees engaged in an unusually dirty or offensive capacity will be paid 41c per hour. For this allowance to apply, the Parties will finalise a document under which this allowance will apply having regard to previous site application.

Heat money will apply when work is performed in places where the temperature is raised by artificial means above 49 degrees Celsius. Employees whilst so engaged on work will receive an additional amount of 41c per hour. This provision will apply consistent with previous site application.

Employees working and carrying out repairs or maintenance in rotary converter and/or static substations which are in regular operation will be paid a Powerhouse Allowance for all hours worked of 60c per hour for trade level and above and 27 cents per hour for all others.

9.2.5 All Other Allowances

The rates of pay as per the Classification Structure are inclusive of all other allowances except for the First-aid Allowance (paragraph 9.2.2 of this subclause), Confined Space Allowance (paragraph 9.2.3 of this subclause), Dirty Work Allowance (paragraph 9.2.4 of this subclause) and Leading Hand Allowance (subclause 9.3 of this clause). The rates of pay (paragraph 9.2.1 of this subclause) include but are not limited to the following allowances:

Supplementary Payment

Special Allowance

Industry Allowance

AIS Allowance

Tool Allowance

9.2.6 Classification Descriptions

The following classification structure is to be applied to employees for skills acquired and utilised:

Maintenance Worker 1 (MW1)

This band includes Trade Assistants and other Non-Trade employees such as Forklift Drivers and Dogmen.

Maintenance Worker 2 (MW2)

This band includes Non-Trade employees such as but not limited to:

Certified Riggers/Scaffolders

Crane Drivers (9t <15t, 16t <40t)

Beltmen

Maintenance Worker 3 (MW3) - 100%

This is the entry band for Trades employees such as but not limited to:

Boilermaker

Fitter

Welder (all certificates)

Machinist

Maintenance Worker 4 (MW4) - 105%

MW4 applies to skills acquired and utilised on the job.

- (i) three appropriate modules in addition to the training requirements of MW3 level; or
- (ii) three appropriate modules towards an Advanced Certificate; or
- (iii) three appropriate modules towards an Associate Diploma; or
- (iv) any training by a registered provider (e.g. TAFE) or by a State Training Authority which has been recognised as equivalent to an accredited course which the appropriate industry board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- (v) will have skills equivalent to the above gained through work experience subject to competency testing to the prescribed standards.

The following indicative tasks apply to a Tradesperson at Level MW4:

1. Exercises the skills attained through completion of the training/work experience prescribed for this classification;
2. Exercises discretion within the scope of this grade;
3. Works under limited supervision either individually or in a team environment;

4. Understands and implements quality control techniques;
5. Provides trade guidance and assistance as part of a work team;
6. Exercises trade skills relevant to the specific requirements of the enterprise at a level higher than Engineering Construction Tradesperson Level 1.

Maintenance Worker 5 (MW5) - 110%

MW5 applies to skills acquired and utilised on the job.

- (i) six appropriate modules in addition to the training requirements of MW3; or
- (ii) six appropriate modules towards an Advanced Certificate; or
- (iii) six appropriate modules towards an Associate Diploma; or
- (iv) any training by a registered provider (e.g. TAFE) or by State Training Authority which has been recognised as equivalent to an accredited course which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- (v) will have skills equivalent to the above gained through work experience subject to competence testing to the prescribed standards.

The following indicative tasks apply to a Tradesperson at Level MW5:

1. Exercises skills attained through completion of the training/work experience prescribed for this classification;
2. Provides trade guidance and assistance as part of a work team;
3. Assists in the provision of training in conjunction with supervisors and trainers;
4. Understands and implements quality control techniques;
5. Works under limited supervision either individually or in a team environment;
6. Interacts with work groups to ensure job completion to target quality workmanship and guidance for others.

Exercises precision trade skills using various materials and/or specialised techniques;

Performs operations on a CAD/CAM terminal in the performance of routine modifications to the NC/CNC programs;

Installs, repairs and maintains, tests, modifies, commissions and/or fault finds on complex machinery and equipment which utilise hydraulic and/or pneumatic principles and, in the course of such work, is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems;

Works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising inter-connected circuits.

Maintenance Worker 6 (MW6) -115%

MW6 applies to skills acquired and utilised on the job.

- (i) nine appropriate modules in addition to the training requirements of MW3; or
- (ii) nine appropriate modules towards an Advanced Certificate; or
- (iii) nine appropriate modules towards an Associate Diploma; or
- (iv) any training by a registered provider (e.g. TAFE) or by State Training Authority which has been recognised as equivalent to an accredited course which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- (v) will have skills equivalent to the above gained through work experience subject to competence testing to the prescribed standards.

The following indicative tasks apply to a Tradesperson at Level MW6:

1. Exercises the skills attained through completion of the training/work experience prescribed for this classification;
2. Exercises discretion within their level of training;
3. Is able to provide trade guidance and assistance as part of a work team;
4. Provides training in conjunction with supervisors and trainers;
5. Understands and implements quality control techniques;
6. Works under limited supervision either individually or in a team environment;
7. Can schedule and coordinate maintenance work for teams, including down day programme development and execution for a maintenance task team.

Exercises high Precision Trade Skills using various materials and/or specialised techniques;

Works on machines or equipment which utilise complex mechanic or hydraulic and/or pneumatic circuitry and controls or a combination thereof;

Applies advanced computer numerical control techniques in machining or cutting or welding or fabrication;

Exercises intermediate CAD/CAM skills in the performance of routine modification to programs.

9.3 A Leading Hand rate (all purpose) shall be paid as follows. The following payment is an allowance only paid whilst an employee has been selected as a Leading Hand:

Leading Hand	\$41.80 per week
Relief Leading Hand	\$8.32 per Shift

Leading Hands whilst in the role shall have the Leading Hand rate recognised on a pro rata basis when calculating service entitlements.

9.3.1 A Staff Relief Allowance (all purpose) will be paid at the rate of MW6 plus \$60.00 per week. Staff Relief is defined as a circumstance where employees are requested to step up to perform the full scope of a staff position. Guidance for the full scope of the role can be obtained from the staff member's position description.

9.4 Mixed Functions

An employee engaged for more than two hours on any day or shift carrying a higher rate than their classification shall be paid the higher rate for such day or shift. If engaged for two hours or less during one day or shift, the higher rate shall be paid for actual time worked.

9.5 Payment of Wages

All earnings shall be paid to employees by electronic transfer on a weekly or fortnightly basis into a bank account or other financial institution nominated by the employee.

Details of payment to employees on pay slips shall contain the following information:

Name of employee

Classification of the employee and reference number

Date of payment (including period of payment)

Classification rate (hourly)

Hours of work (normal and overtime)

Allowances

Deductions (such as Union, salary sacrifice)

Annual Leave balance of hours

Special payments (such as Annual Leave Payment)

Long Service Leave payments

9.6 Payment on Termination

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

9.7 Waiting Time

An employee kept waiting for his/her wages on site on pay day, for other than circumstances beyond the control of the employer, for more than a quarter of an hour after the usual time of ceasing work, shall be paid overtime rates after that quarter hour with a minimum of a quarter per hour payment.

10. Working Arrangements

10.1 Hours of Work

The ordinary hours of work shall be 38 hours per week which will generally be worked in eight-hour days between 0600 (6.00 am) and 1800 (6.00 pm) hours, Monday to Friday. The ordinary hours of work may also be worked in other configurations as mutually agreed between the employees concerned

and K&R Fabrications subject to work patterns meeting the Company's operational requirements and the needs of the business.

Where there is a need to vary the pattern of working the ordinary hours of work, the Company and the work team shall consult on the variation. Failing agreement, the Company shall give that work team and/or individual employees concerned two days' (48 hours') notice of the variation.

By agreement between the Parties, hours may be varied either way by one hour.

10.1.1 Extensive Hours of Work

The Parties recognise that long working days on a regular basis may not be conducive to a safe, healthy and productive work environment. Where hours on any day worked exceed 12 consecutive hours, they shall be subject to:

Working within the Occupational Health and Safety Guidelines of the ACTU Code of Conduct regarding 12-hour shifts

Proper health-monitoring procedures being adopted

Suitable roster arrangements

Effective support from management

10.1.2 Daylight Saving

When daylight saving comes into effect or is discontinued, employees shall be paid by the time of the clock at the commencement and conclusion of their shifts. Night shift employees who are at work when the clocks are altered will either work one hour longer for no additional pay or one hour less for the same pay.

10.2 Shift Work

"Shift Work" means shift work scheduled for five consecutive workdays or more, Monday to Friday inclusive.

The Company through consultation with work teams can direct employees to work shift work as required and the employees shall work the shift work as directed. The time of commencing and finishing shifts once having been determined may be varied by agreement between the Company and the majority of employees concerned to suit the business or, in the absence of agreement, by 48 hours' notice of alteration given by the Company to the employees.

Where shifts fall partly on separate days, the day that has the major portion of the shift shall be recognised.

Where shifts fall partly on a holiday, the shift that has the major portion falling on the public holiday shall be regarded as the holiday shift.

10.2.1 Afternoon Shift

"Afternoon Shift" means any shift finishing after 6.00 pm and at or before midnight. Employees working on afternoon shift shall be paid a loading of 50% calculated on the employee's base rate of pay for ordinary hours only.

10.2.2 Night Shift

"Night Shift" means any shift finishing subsequent to midnight and or before 8.00 am. Employees working on night shift shall be paid a loading of 50% calculated on the employee's base rate of pay for ordinary hours only.

Provided that, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days.

10.2.3 Rostered Shift

"Rostered Shift" means a shift of which the employee concerned has had at least 48 hours' notice, or has otherwise agreed to work.

10.2.4 Shift Rosters

Shift rosters shall specify the commencing and finishing times of ordinary hours of the respective shifts. Where shifts are broken, penalties shall be applied as per overtime entitlements.

10.2.5 Broken Shift

For an employee who works on a broken shift which does not continue for at least five successive shifts, hours shall be paid for each shift 50% for the first two hours and 100% for the remaining hours.

10.3 Rotating Permanent Shift Work

The Parties will discuss, and by mutual agreement shall develop, a criteria and set of conditions for the introduction seven-day Rotating Permanent Shift Work.

10.4 Rostered Break between Shifts

When overtime is worked, it shall, wherever reasonably practicable, be so arranged that a employee has at least ten consecutive hours off duty between the work of successive days. An employee (other than casual employees) who works so much overtime between the completion of the ordinary hours worked on any day and the commencement of ordinary hours on the next day that the employee has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime and not required to recommence work until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time rostered during such absences.

Work performed on Sunday of greater than three hours' duration will be deemed to be hours worked that require a 10-hour break before the commencement of ordinary hours of work.

If, on instructions by the Company, an employee resumes or continues to work without having had ten consecutive hours off duty, the employee shall be paid at double time until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary hours during such absences.

10.5 Overtime

Work performed outside of ordinary hours shall be deemed to be overtime and paid (excluding shift work) as follows:

Monday to Friday - at time and a half for the first two hours and double time thereafter.

Saturday - at time and a half for the first two hours and double time thereafter. Any hours worked after 12 noon on Saturday will be paid at double time.

Sunday - at double time.

Public holidays - at double time and a half.

The penalties mentioned above shall be applied to 1/38th of the base weekly rates as defined in clause 9, Wages and Allowances.

10.5.1 Shift Workers - Payment for Saturday, Sunday, Public Holidays and Overtime

A shift employee working on a Saturday, Sunday, public holiday or on overtime will be paid as follows:

Saturday work - at time and a half

Sunday work - at double time

Public holiday work - at double time and a half

Overtime worked other than Sundays or public holidays - at time and a half for first two hours and double time thereafter.

10.6 Rostered Days Off (RDO's)

The ordinary hours of work shall be rostered to provide employees with one RDO per month (normally the fourth Friday in a four-week cycle).

The RDO's may be scheduled as mutually agreed between the employee and the Area Manager to suit the need of the business. The RDO's may also be taken on alternative days by individual agreement for personal/operational needs. If agreement cannot be reached, employees may be directed to use any day/s of accumulated RDO, provided 48 hours' notice is given to the employee.

RDO's may be accrued to a maximum of five days unless previously agreed with the Area Manager.

Where an RDO falls on a public holiday, the next working day shall be taken as the RDO or may be taken as mutually agreed between the employee and the Company.

10.7 Call-back

Where an employee is recalled to work after leaving the workplace, the following shall apply:

- (a) The employee shall be paid for a minimum of four hours at the rate of time and half for the first two hours and double time thereafter (or double time for the full period for continuous shift workers). (Weekend call-out will be paid at the relevant overtime rate). There are a number of conditions which apply to this provision:

If the employee is recalled on more than one occasion between the termination of their ordinary work on one day and commencement of their ordinary hours on the next ordinary working day, the employee shall be entitled to the four hours' minimum overtime payment. However, in such circumstances it is only the time which is actually worked during previous call or calls which is to be taken into account when determining the rate for subsequent calls.

The employee will not be required to work the full four hours if the job in question is completed within a shorter period.

An employee called in prior to 3.00am will continue to be paid penalty rates leading into scheduled ordinary hour and for the duration of the shift, unless the employee is offered the opportunity to go home for reasons of occupational health and safety, in which case the employee would be paid at ordinary time to the completion of the shift.

Overtime worked in this clause is not to be regarded as overtime for the purpose of subclause 10.4 of this clause (rest periods after overtime), when the actual time worked is less than three hours on the call-back or each subsequent call-back.

10.8 Stand-by

Where an employee is requested by the Company to regularly hold himself/herself in readiness to work after ordinary hours, the employee is to be paid standing-by time at the employee's rate of pay for the time he/she is standing by.

Where an employee is called in to work without prior notification of having to stand by in readiness to work after ordinary hours, a stand-by payment shall not be made. Payment shall be as per subclause 10.7 of this clause.

This provision does not apply to employees in receipt of the Staff Relief Allowance (paragraph 9.3.1 of subclause 9.3 of clause 9, Wages and Allowances), nor does it apply to those employees who voluntarily make themselves available for overtime call-outs.

11. Meal Breaks

- 11.1 A minimum 30-minute unpaid meal break shall be taken at a time convenient to the operations and the business, as near as practicable to the middle of the day or shift, respectively. Employees shall be entitled to a paid ten-minute morning break each weekday.
- 11.2 Employees shall be paid at overtime rates for all time worked in excess of five hours without commencing an uninterrupted meal break or crib break due to the requirements of the employer.
- 11.3 Employees required to work more than a ten-hour shift shall be entitled to a 20-minute crib break and to a further crib break in respect of each completed four hours of overtime after the initial eight hours (exclusive of the crib break), if they are to continue work after such four hours. Employees not notified the previous day shall be paid \$10.00 (meal allowance) to purchase each meal at crib time.
- 11.4 Employees required to work overtime not continuous with ordinary hours shall be entitled to a crib break in respect of each completed four hours of overtime (exclusive of crib break) if they are to continue after such four hours.
- 11.5 Employees who agree not to take a crib break to which they are entitled but continue to work instead, without taking the crib time of 20 minutes and continuing to work for two hours or more, shall be regarded as having worked 20 minutes more than the time worked and be paid accordingly.
- 11.6 The crib break referred to herein may be taken in relays so as not to have a significant impact on operations and so long as they do not exceed 20 minutes in duration and shall be paid at ordinary time rates for the first crib and without deduction of pay thereafter.
- 11.7 If an employee has provided a meal or meals on the basis that he or she has been given notice to work overtime and the employee is not required to work overtime, the employee shall be paid the prescribed meal allowance if the meal has become spoilt/surplus.

12. Annual Leave

The provisions of the *Annual Holidays Act* 1944 shall apply.

13. Public Holidays

The following days shall be prescribed public holidays for the purposes of this Award. Where days are gazetted by the NSW Government as substitution or in addition to the following days, those days shall apply: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day. Employees will be entitled to a picnic day on a day agreed by the Parties.

14. Long Service Leave

The provisions of the *Long Service Leave Act 1955* shall apply.

From 1 December 2004, the Company will commence accruing Long Service Leave benefits for employees at the rate of 1.3 weeks' accrual for each completed year of service thereafter. Any accrual up to and including 30 November 2004 will be at the current rate of 0.8667 weeks for each year of service. Entitlements become available in accordance with the Act.

15. Personal Leave

15.1 Amount of Paid Personal Leave

15.1.1 Paid Personal Leave is available to an employee when they are absent:

due to personal illness or injury (Sick Leave);

for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support (Carer's Leave);

for bereavement on the death of an immediate family or household member (Bereavement Leave).

15.1.2 The amount of Personal Leave to which an employee is entitled depends on how long they have worked for the employer and accrues as follows:

(i)

Length of Time Worked for the Employer	Personal Leave (Hours)
Less than 12 months	54
1 year to 5 years	76.8
5 years or more	92

(ii) Provided that an employee who normally works eight or more hours a day so as to provide a rostered day(s) off in a work cycle in accordance with subclause 10.6 of clause 10, Working Arrangements, is entitled to the following amount of Personal Leave:

Length of Time Worked for the Employer	Personal Leave (Hours)
Less than 12 months	56
12 months to 5 years	80
5 years or more	96

15.2 Accumulation of Personal Leave

15.2.1 First Year of Employment

At the end of the first year of employment, unused Personal Leave accrues by the lesser of:

38 hours (or 40 hours if the employee normally works eight or more hours in a day) less the amount of Sick Leave and Carer's Leave taken during the year; or

the balance of the year's unused Personal Leave.

15.2.2 Second and Subsequent Years of Employment

At the end of the second and subsequent years of employment, unused Personal Leave accrues by the lesser of:

60.8 hours moving to 76 hours after five years (or 64 hours, moving to 80 hours after five years, if the employee normally works eight or more hours in a day) less the amount of Sick Leave and Carer's Leave taken; or
the balance of the year's unused Personal Leave.

15.2.3 Maximum Amount of Accumulated Personal Leave

Personal Leave may accumulate to a maximum of 729.6 hours (or 768 hours if the employee normally works eight or more hours a day).

15.3 Definitions

15.3.1 The term "immediate family" includes:

spouse (including a former spouse, a de facto spouse and a former de facto spouse), meaning a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis. Spouse for the purpose of this clause will also include same-sex partners living on a bona fide domestic basis;

a child or an adult (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent, (including foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee;

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

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

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

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

15.3.2 Accumulated Personal Leave is Personal Leave accumulated under paragraphs 15.2.1, 15.2.2 and 15.2.3 of subclause 15.2 of this clause.

15.4 Sick Leave

15.4.1 Entitlement

The amount of Personal Leave that an employee may take as Sick Leave depends on how long they have worked for the employer and accrues as set out in the following table.

Accumulated Personal Leave may be used for Sick Leave if the current Sick Leave entitlement is exhausted.

Length of Time Worked for the Employer	Rate (hrs) of Accrual of Paid Sick Leave
Less than 1 month	0
1 month to less than 2 months	8

2 months to less than 3 months	16
3 months to less than 4 months	24
4 months to less than 5 months	32
5 months to less than 12 months	40

After the first five months of service, an employee must be paid Sick Leave to which they were not entitled, up to a maximum of 40 hours.

15.4.2 The Effect of Workers' Compensation

If an employee is receiving workers' compensation payments, they are not entitled to Sick Leave.

15.4.3 Employee Must Give Notice

The employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift 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 the absence.

If it is not reasonably practicable to inform the employer during the ordinary hours of the first day of such absence, the employee will inform the employer within 24 hours of such absence.

15.4.4 Evidence Supporting Claim

The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration that the employee was unable to work because of injury or personal illness.

15.4.5 Single-day Absences

An employee who has already had two paid Sick Leave absences in the year, the duration of each absence being of one day only, is not entitled to further paid Sick Leave in that year of a duration of one day only, without production to the employer of a certificate of a qualified medical practitioner which states that the employee was unable to attend for duty on account of personal illness or injury.

An employer may agree to accept a statutory declaration in lieu of the required medical certificate.

Nothing in this paragraph limits the employer's right under paragraph 15.4.4 of this subclause

15.4.6 Broken Services

If an employee is terminated by their employer and is re-engaged by the same employer within a period of six months, other than on a casual basis, then the employee's unclaimed balance of Sick Leave shall continue from the date of re-engagement.

15.5 Bereavement Leave

15.5.1 Paid Leave Entitlement

A full-time employee is entitled to use up to 16 hours' Personal Leave as Bereavement Leave on each occasion and on production of satisfactory evidence (if required by the employer) of the death of a member of the employee's immediate family or household.

15.5.2 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.

15.5.3 Bereavement Leave may be taken in conjunction with other leave available under paragraphs 15.6.3, 15.6.4, 15.6.5, 15.6.6 and 15.6.7 of subclause 15.6 of this clause. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

15.5.4 Part-time Employees

A part-time employee is entitled to take two days', up to a maximum of 16 hours', Bereavement Leave on the same basis as prescribed for full-time employees in paragraph 15.5.1 of this subclause, except that leave is only available where a part-time employee would normally work on either or both of the two working days following the death.

15.5.5 Unpaid Bereavement Leave

Where an employee has exhausted all Personal Leave entitlements, including accumulated leave entitlements, they are entitled to take unpaid Bereavement Leave. The employer and employee should agree on the length of the unpaid leave. In the absence of agreement, a full-time employee is entitled to take up to 16 hours' unpaid leave, provided the requirements are met, and a part-time employee is entitled to take up to two days' unpaid leave, to a maximum of 16 hours, provided the requirements are met.

15.6 Carer's Leave - Use of Sick Leave:

15.6.1 Paid Leave Entitlement

An employee is entitled to use up to 40 hours' Personal Leave each year to care for members of their immediate family or household who are sick and require care and support. This entitlement is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take Carer's Leave where another person has taken leave to care for the same person.

15.6.2 Notice Required

(i) When taking Carer's Leave, the employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably possible to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of such absence.

(ii) The notice must include:

the name of the person requiring care and support and their relationship to the employee;

the reasons for taking such leave; and

the estimated length of absence.

(iii) The employee must, if required, establish by production of a medical certificate or statutory declaration the illness of the person concerned and that such illness requires care by another.

15.6.3 Unpaid Carer's Leave

An employee may take unpaid Carer's Leave by agreement with the employer.

15.6.4 Annual Leave

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

15.6.5 Time Off in Lieu of Payment for Overtime

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

15.6.6 Make-up Time

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

15.6.7 Rostered Days Off (RDO's)

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

Rationale and Structure of the Personal Leave Provisions

First Year of Employment Amount of Leave		
5 days' Sick Leave	38 hours (i.e. 5 days x 7.6 hours) where a 7.6 hour day is worked	or 40 hours (i.e. 5 days x 8 hours or more are worked per day)
Plus 2 days' Bereavement Leave	16 hours	16 hours
Total 7 days' Personal Leave	54 hours where a 7.6 hour day is worked	or 56 hours where 8 hours or more are worked per day
Limits on the Various Types of Personal Leave		
Maximum amount of Personal Leave	54 hours or 56 hours (depending upon the hours of work arrangements in place)	
Maximum amount of Sick Leave	38 hours or 40 hours (depending upon the hours of work arrangements in place)	
Maximum amount of Carer's Leave	40 hours	
Maximum amount of Bereavement Leave	16 hours per occasion	
Second and Subsequent Years of Employment Amount of Leave		
8 days' Sick Leave, moving to 10 days	60.8 hours (i.e. 8 days x 7.6 hours) where a 7.6 hour day is worked, moving to 76 hours after 5 years	or 64 hours (i.e. 8 days x 8 hours or more are worked per day), moving to 80 hours after 5 years
Plus 2 days' Bereavement Leave	16 hours	16 hours
Total 10 days' Personal Leave	76.8 hours where a 7.6 hour day is worked	or 80 hours where 8 hours or more are worked per day
Limits on the Various Types of Personal Leave		
Maximum amount of Personal Leave	76.8 hours or 80 hours (depending upon the hours of work arrangements in place)	
Maximum amount of Sick Leave	60.8 hours or 64 hours, moving to 76 or 80 hours after 5 years (depending upon the hours if work arrangements in place)	
Maximum amount of Carer's Leave	40 hours	
Maximum amount of Bereavement Leave	16 hours per occasion	

16. Parental Leave

Provisions of the *Industrial Relations Act 1996* will apply.

17. Jury Service

An employee required to attend for jury service during ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount paid in respect of ordinary time the employee would have worked had the employee not been on jury service.

18. Union Membership and Elected Delegates

18.1 K&R Fabrications shall support the Union parties to this Award by way of providing Union membership information and providing for payroll deductions of Union dues as authorised by employees.

18.2 Accredited Union Delegate

An employee-appointed Union Delegate/s (Shop Steward) shall, upon official notification to K&R Fabrications, be recognised as the accredited representative of the Union to which they belong. An accredited Union Delegate shall be allowed necessary time during working hours to interview a representative of K&R Fabrications on matters affecting employees they represent.

19. Trade Union Training

Union Delegate (Shop Steward) nominated by their Union to attend a Union-sponsored training course will be granted up to five days' leave (per annum) of absence without loss of earnings provided that:

K&R Fabrications receives at least two weeks' notice of the nomination from the Union setting out times, dates, content and venue for the course.

The employee concerned can be released from duty by K&R Fabrications for the period of the course, without affecting normal operations.

Further leave may be granted subject to agreement between the Parties. The accredited Delegate will be entitled to paid leave to attend Industrial Relations Commission hearings.

20. Clothing and Personal Protective Equipment

- 20.1 It is a requirement that employees wear authorised K&R Fabrications issued clothing/uniform, and appropriate personal protective equipment, including steel-capped boots.
- 20.2 On engagement, full-time employees shall be issued with one pair of safety boots, four shirts, four trousers and one jacket.
- 20.3 On an annual basis after 12 months' continuous service, from 1 December 2004, the Company will move to a points system that will ensure an appropriate allocation of the clothing entitlement.
- 20.4 One winter jacket (for employment in the period 1 May - 1 September) will be provided every two years to employees. Where possible, the jacket will be manufactured in Australia.
- 20.5 Employees who leave within the probationary period (12 weeks) shall reimburse the Company for clothing and personal protective equipment as per the Letter of Offer of Employment.
- 20.6 Clothing and footwear provided by K&R Fabrications shall be replaced by the Company on a fair wear-and-tear basis after approval from the appropriate Supervisor/Team Leader.
- 20.7 It is a condition of employment that clothing/uniforms provided by the Company to employees shall be worn at all times during working hours. Employees failing to comply with this requirement will be managed through a counselling and disciplinary process.
- 20.8 Records of type of clothing issued to employees will be recorded by the Company.

21. Superannuation

- 21.1 K&R Fabrications shall contribute the statutory employer superannuation contribution to an agreed and approved superannuation fund that complies with the *Superannuation Guarantee Charge Act* and Regulations on behalf of each eligible employee as defined in the regulations on a monthly basis.
- 21.2 The level of contributions will be in accordance with the levels prescribed by the act and varied from time to time.
- 21.3 Employees may voluntarily elect to contribute a proportion of their wages on a salary sacrifice basis to their nominated superannuation fund. To do so, an employee is required to notify K&R Fabrications in writing and K&R Fabrications will deduct the authorised amount from the employee's pay and remit it to their superannuation fund.

21.4 From 1 July 2005 a co-contribution arrangement for superannuation will be available at the election of the employee. From 1 July 2005, where an employee makes a 3% voluntary contribution, the Company will contribute an additional 1%, making a total Company contribution of 10%. The arrangement thereafter from 1 July 2006 would be, at the employee's election, a further contribution of 1% (4% total), the Company would increase its contribution by 1% making a total Company contribution of 11%.

The co-contribution scheme will extend into the first year of the life to the subsequent arrangement to replace this Award, that is, from 1 July 2007, at the employee's election, a further contribution of 1% (5% total), the Company would increase its contribution by 1%, making a total Company contribution of 12%.

The Parties reserve their rights to bargain with respect to the issue of superannuation into the second and third years of the subsequent agreement commencing on and from 1 July 2007.

22. Income Protection Insurance

Permanent employees of K&R Fabrications engaged pursuant to this Agreement shall be provided with Income Protection Insurance under the following terms and conditions:

A qualifying period of 14 days.

The employee is entitled to insurance coverage as dictated by exemptions and qualifications detailed in the insurance policy.

The insurance cover benefits payable will be applied for a maximum period of two years.

K&R Fabrications will contribute up to 1.4% of an employee's gross earnings to an income insurance plan, subject to the following:

- (i) In the event that the claims experience requires a review of the insurance plan, the adjustment will be to the plan and not the Company's insurance premium.
- (ii) People accessing the insurance plan will agree to participate in the rehabilitation program, which includes assessment by the Company's nominated medical services provider and acceptance of that assessment.

23. Notice Boards

K&R Fabrications shall provide notice boards of reasonable dimensions to be located in prominent positions at the site upon which accredited Union representatives shall be permitted to post formal Union notices signed or countersigned by the representative posting them.

Any notice posted on a board not so signed or countersigned may be removed by an accredited representative or K&R Fabrications.

24. Employment Security

Security of employment is important for improving working relationships, trust and co-operating with change. We do not want an environment where everyone is working in fear of losing their employment. We want an environment where people focus on doing jobs safely and well, implementing improvement actions, adapting swiftly to change and caring for the business. Real employment security will only be achieved by successful business performance. Working together in implementing change and improvement will maximise security for everyone.

It is not the Company's intention to have any forced retrenchments during the life of this Agreement.

Provided further that this clause will not apply to situations of loss or substantial change to contract scope.

25. Right of Entry

An Officer of the Union shall have the right to enter in accordance with the *Industrial Relations Act 1996* as the Act stands at the date of certification of this Award.

26. Employee Entitlements

Security of Employee Entitlements

1. The Parties to this Award are committed to ensure that all the entitlements accruing to employees are secure.
2. The Parties note that certain legislative mechanisms are in place and additional laws are proposed to guarantee employee entitlements in the event that any employer fails to meet these payments.
3. At the time of making this Award the relevant laws are not finalised. It is anticipated that this will occur within six months of commencement of this Award.
4. K&R Fabrications will make available to the Unions written advice from its Auditors confirming its financial status and its compliance with making adequate provision for employee entitlements.

27. Abandonment of Employment

If an employee is absent from work for a continuous period of three working days without Company approval, and without notification to the Company, that employee shall be deemed to have abandoned their employment.

If, after a period of two weeks from the last day of absence, the employee has not established a satisfactory reason for their absence and non-notification, the employee shall have their employment terminated.

28. Blood Donors

The Company will promote blood donations to its employees. The Company shall also pursue ways employees may actually donate blood with minimal disruption to the business.

29. Anti-Discrimination and Harassment

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

Notes:

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

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

30. Duress

This Award has not been entered under duress by any of the Parties to the Award.

31. Reserved Matters

Parental Leave

Hours of Work

32. Dispute Avoidance Procedure

The Parties to this Award are committed to harmonious employee relations based on mutual trust, open communication and proactive consultation processes. Best endeavours will be used to resolve issues such as problems, questions, disputes, difficulties or concerns at all times and at the lowest possible level in the Company.

Any issue requiring resolution shall be dealt with in the following manner:

- (i) Where an employee(s) has an issue, which has not been resolved in the normal course of business, they shall raise it with their Team Leader and both shall use their best endeavours to resolve it as quickly as possible.
- (ii) Where an issue is directly relevant to a work area, it shall be discussed and every endeavour made to resolve it within the appropriate team.
- (iii) Should the issue not be resolved as above within a sensible, mutually agreed timeframe, it shall be referred to and discussed with the Area Manager.
- (iv) If not resolved, any of the Parties may raise the issue with the Maintenance Manager for resolution.
- (v) If still unresolved, the matter may be referred to the relevant Union, which will discuss the matter with the Company.
- (vi) Before the issue proceeds to the Industrial Relations Commission, the Company will ensure that its management and the Union will ensure that its local Union official have been involved in the process.
- (vii) If still not resolved, the matter may be referred to the Industrial Relations Commission, by either Party, for conciliation and/or arbitration in accordance with due process.

At levels (i) to (v) inclusive of the above, the employee(s) may choose to have an accredited Union representative or another employee in attendance.

While the above process is being pursued, work shall continue as normal (without bans or limitations).

The Parties to this Award may raise an issue to a higher level in the process at any time.
Levels (i) to (v) shall be completed within seven working days.

J. P. GRAYSON *D.P.*

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(1759)

SERIAL C3070

**AUSTRALAND HOLDINGS LIMITED MAYNE NICKLESS
WAREHOUSE AND OFFICE FACILITY PROJECT AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Labour Council of New South Wales, State Peak Council for Employees.

(No. IRC 4824 of 2004)

Before The Honourable Justice Walton, Vice-President

1 September 2004

AWARD

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2.	Objectives
3.	Definitions
4.	Application
5.	Duration
6.	Industry Standards
	6.1 Superannuation and Redundancy
	6.2 Top Up/24 Hour Income Protection Insurance
7.	Project Productivity Allowance
	7.1 Project Allowance
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8.	Productivity Initiatives
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15. No Precedent
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 - 16.1 Visiting Union Officials
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17. Australian Content
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21. Project Death Cover
22. Anti-Discrimination
23. Personal/Carers Leave
 - 23.1 Use of Sick Leave
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 - 23.4 Time Off in Lieu of Payment for Overtime
 - 23.5 Make-up Time
 - 23.6 Rostered days off
24. Project Close-Down Calendar

Annexure A

Annexure B

2. Objectives

- 2.1 The Parties agree to continue to develop and aim towards the following objectives in respect of the following key areas on the Project:
- (a) Forms of work organisation which encourage the use and acquisition of skills and continual learning;
 - (b) Effective management practices;
 - (c) Communication processes which facilitate participation by all Employers, Employees and Unions
 - (d) New technology and associated change to enhance productivity;
 - (e) Improved quality of work;
 - (f) Increased scope of sub-contract work packages to promote genuine skills enhancement and acquisition by Employees.
 - (g) Provision of a career structure for all Employees based on skills, competencies and increased job satisfaction;
 - (h) Provision of high standards of occupational health & safety on the Project;
 - (i) Improved impact of the Project on the environment;
 - (j) Implementation of this Award
 - (k) Compliance with all relevant statutory provisions;
 - (l) Elimination of unproductive time;

- (m) Improved compliance by the Employers with the provisions of applicable awards and/or enterprise agreements and legislative requirements;
- (n) Increased leisure time for Employees by eliminating excessive or unnecessary overtime; and
- (o) Enhancing job opportunities for persons who have a legal right to work including persons who wish to take on apprenticeships or traineeships.

2.2 In addition to the above objectives it is an objective of the Unions that all companies working on the project should have an Enterprise Agreement with the appropriate Union.

3. Definitions

"Australand" means the NSW Commercial & Industrial Divisions of Australand Holdings Limited.

"Award" means the Labor Council of New South Wales and Australand Holdings Limited Mayne Nickless Warehouse and Office Facility Project Award 2004.

"Employee" means any person engaged by the Employer and who performs work on the Project.

"Employer" means Australand Holdings Limited and any Subcontractor engaged by Australand to work on the project.

"Enterprise Agreement" means an agreement certified under the *Workplace Relations Act* 1996 (Cth) or approved under the *Industrial Relations Act* 1996 (NSW).

"Labor Council" means the Labor Council of New South Wales.

"Monitoring Committee" means the committee established under clause 11 of this Award.

"OHS&R" means Occupational Health Safety and Rehabilitation.

"Occupational Health Safety and Rehabilitation Policy" means the plan devised and implemented by the Project Manager for the Project (as amended from time to time).

"Parties" means the Employers and Unions referred to in Annexure A.

"Practical Completion" means the date on which the Project is complete, including that the building is fit for occupancy and/or purpose.

"Project" means the construction works on the Mayne Nickless Warehouse and Office Facility carried out by Australand Holdings Limited at 1 - 4 Stephen Road, Botany.

"Project Manager" means the Project Manager (Delivery) for the Project appointed by Australand Holdings Limited from time to time.

"Safety Committee" means the site safety committee formed under the *Occupational Health and Safety Act* (NSW) 2000.

"Superannuation Guarantee Legislation" means the *Superannuation Guarantee (Administration) Act* 1992 and *Superannuation Guarantee Charge Act* 1992 (as amended from time to time).

4. Application

4.1 This Award will apply to work done on the Project by the Employees for the period the Employer engages the Employees to work on the Project.

- 4.2 Where Australand Holdings Limited engages sub-contractor/s, it shall make it a condition of any contract that it enters into with its sub-contractor/s that they will not employ or otherwise engage persons on wages and conditions, which are less favourable than those set out in this Project Award.
- 4.3 The Parties also acknowledge and agree that the terms of this Award form part of the tender conditions for work on this Project.
- 4.4 This Award is generally intended to supplement and co-exist within the terms of existing Enterprise Agreements and Awards and its primary purpose is to provide a framework for the Employers, the Labor Council and the Unions, to manage those issues on the Project, which affect more than one Employer.

5. Duration

This Award shall operate on and from 1st September 2004 until Practical Completion.

6. Industry Standards

6.1 Superannuation and Redundancy

- (a) The Employers will make a contribution of \$100.00 per week or 9% of ordinary time earnings (whichever is the greater) on behalf of each of its Employees to the superannuation fund nominated in the relevant industrial instruments, including C+BUS; NESS; STA, TWU or other schemes as agreed between the parties.
- (b) The Employers will make a contribution of \$61 per week into ACIRT or MERT or other schemes approved by the Parties. This contribution satisfies the Employers' obligations to make such contributions (or any similar contribution) to a redundancy trust fund under any other industrial instrument.

6.2 Top Up/24 Hour Income Protection Insurance

Each Employer will provide Workers Compensation Top-Up/24 Hour Income Accident Insurance with the UPLUS scheme or other similar schemes, which are approved by the Parties.

7. Project Productivity Allowance

7.1

- (a) Subject to subclause 7.2, the Employer will pay an amount of \$1.25 Project productivity allowance to all persons it engages on the Project for each hour worked on the Project.
- (b) The Productivity Incentive Payment referred to in this clause is not intended to affect any allowance otherwise payable under a building award or enterprise agreement as defined in clause 3 of this Award.

7.2 Transport Workers

- (a) Employees - Rates of Pay

It is further agreed that any Transport Worker carrying our work relating to the project will be paid, in addition to his/her Award or Enterprise Agreement rate of remuneration, unless the enterprise agreement specifically absorbs project productivity payments and/or allowances, any applicable project productivity allowance, provided that the driver has had a regular involvement of two (2) hours or more on any day with the Project.

- (b) Contract Carrier

The Parties agree that all Contract Carriers involved in the Transport Industry shall be paid the rates of pay applicable under the Transport Industry Excavated Materials Contract Determination for the cartage of materials to, on and from the site.

(c) GST

Rates paid to contractor's carriers, including any applicable project productivity allowance, shall be exclusive of GST. A separate amount equal to 10% of the value of the remuneration payable shall be paid to the carrier for contracts of carriage (the GST amount). The total fee payable to the contract carrier shall be the sum of the remuneration payable and the GST amount.

8. Productivity Initiatives

8.1 Learning Initiatives

Each Employer shall be required to demonstrate to Australand its implementation of its commitment to skill enhancement while working on the Project.

8.2 Inclement Weather

- (a) The Parties to this Award will collectively proceed towards the minimisation of lost time due to inclement weather.
- (b) Further, the Parties are bound to adopt the following principles with regard to inclement weather and idle time created by inclement weather:
 - (i) Adoption of a reasonable approach regarding what constitutes inclement weather;
 - (ii) Employees shall accept transfer to an area or site not affected by inclement weather if, in the opinion of the Parties, useful work is available in that area or site and that work is within the scope of the Employee's skill, competence and training consistent with the relevant classification structures (provided that the Employer shall provide transport to such unaffected area where necessary);
 - (iii) Where the initiatives described in sub-paragraph (b)(ii) above are not possible, the use of non-productive time may be used for activities such as relevant and meaningful skill development; production/upgrade of skill modules; presentation and participation in learning; planning and reprogramming of the Project;
 - (iv) All Parties are committed to resuming work as soon as possible following any cessation of work due to inclement weather;
 - (v) The Parties agree the practice of "one out, all out" will not occur.

8.3 Rostered Days Off

- (a) Subject to Clause 24 a procedure for the implementation of Rostered Days Off (RDOs) will be agreed on the Project, the purpose of which is to:
 - (i) increase the quality of working life for Employees; and
 - (ii) increase and maximise the productivity of the Project.
- (b) Records of each Employee's RDO accruals will be recorded on the Employee's pay slip and copies made available to the Employee, the Employee's delegate or union official upon request. It is acknowledged that different arrangements in relation to the banking of RDO's may apply to members of the CEPU.

- (c) Where an Employee and Employer agrees, work may be performed on any RDO and the relevant Employer will arrange with its Employee for an alternative day to be taken off. Any banking of the RDO must be with the Employee's consent. Where agreement is reached between the Employer and Employee, and an alternative day is substituted for the RDO, the scheduled RDO will be treated by the Employer and Employee as an ordinary working day.

8.4 Maximising Working Time

The Parties agree that crib and lunch breaks may be staggered for Employees so that work does not cease during crib and lunch. There will be no unreasonable interruption of the comfort of Employees having lunch with the amenities to be maintained in a clean and hygienic state at all times.

8.5 Hours of Work

Ordinary hours of work shall be 8 hours per shift between 6.00am and 6.00pm Monday to Friday. However, ordinary hours may commence from 5.00am by agreement between the Employer and Employee and the relevant Union.

9. Occupational Health, Safety and Rehabilitation (OHS&R)

9.1 Induction

- (a) No person will be engaged to perform work on the Project unless they have completed the WorkCover NSW Accredited OH&S Industry Induction Course.
- (b) All persons who enter the Project site, must attend a site induction course coordinated and prepared by Australand before they will be permitted to enter the relevant site.
- (c) All Transport Workers involved on the Project shall hold an appropriate Blue Card Induction Program conducted by a licensed Blue Card Training Provider.

9.2 Occupational Health and Safety Plans

- (a) All Employers must prepare and submit to Australand an occupational, health safety and rehabilitation management plan in the format required by the Employer's contract with Australand for the performance of work on the Project. These plans should include details about:

risk assessment of their works;

hazard identification, prevention and control;

planning and re-planning for a safe working environment;

industry and trade specific induction of Employees;

monitoring performance and improvement of work methods;

reporting of all incidents/accidents;

compliance verification; and

regular Occupational Health Safety & Rehabilitation meetings, inspections and audits of the Project.

9.3 The Safety Committee

A Safety Committee for the Project will be established and trained in accordance with the applicable occupational health and safety legislation.

9.4 Safety Procedures

- (a) The Parties acknowledge and agree that all Parties are committed to safe working procedures and that any disregard by an Employee of the Employer's or Australand's safety policies and procedures will not be tolerated.
- (b) If the Australand management and/or the Safety Committee is of the opinion that an Employee or Employer has committed a serious breach of either the Occupational Health and Safety Plan, any other applicable occupational health and safety policy or procedure or safe working practices, the Parties acknowledge that Australand may take disciplinary action against the Employer and/or direct an Employer to take disciplinary action against the Employee, which may include taking all steps required to remove the Employee from the Project or terminating or suspending the Employer's engagement on the Project.

9.5 Unsafe Working Conditions

In the event that Australand and/or the Safety Committee determines that an unsafe working condition exists, then the Parties acknowledge that:

- (a) no Employee will be directed to work in that unsafe working area; and
- (b) productive work must continue in all areas that are not affected by that unsafe condition and that an Employer may direct Employees to work in an alternative area that is safe.

9.6 Formwork Safety

All Employees engaged to work on the erection or dismantling of formwork must have the relevant WorkCover Formwork Certificate of Competency. Where an Employee does not have a Certificate of Competency, an accredited organisation will be contacted to assess the qualifications of the relevant employee.

9.7 Temporary Power/Testing and Tagging

In order to maintain the highest standards of safety on the Project in relation to the use of electricity during construction, it is agreed that the temporary installation must be installed strictly in accordance with AS 3012 (1995). All electrical work on the Project is to be carried out by qualified electrical tradespersons. Testing and tagging is to be carried out only by qualified electrical tradespersons.

9.8 Crane Safety

No mobile crane will be allowed on the Project site unless it has been certified by Cranesafe Australia (New South Wales). Such cranes will be required to display their current Cranesafe inspection label.

10. Dispute Resolution

One of the aims of this Award is to eliminate lost time in the event of a dispute and to achieve prompt resolution of any dispute.

10.1 Employer Specific Disputes

In the event of a dispute or conflict occurring specifically between an Employer and its Employees or their representative Union, the following procedure will be adopted:

- (a) Discussion between those directly affected, including the relevant Employee and their direct supervisor;

- (b) Discussion between site management representatives of the Employer and the Union delegate;
- (c) Discussion between site management representatives of the Employer and the Union organiser;
- (d) Discussion between senior management of the Employer, Australand and the appropriate Union official;
- (e) Discussion between the Secretary of the relevant Union (or nominee) and the relevant Australand Senior NSW Construction Manager/General Manager Construction (or nominee);
- (f) If the dispute is not resolved after step (e), any of the Parties to the Award or Australand may elect to notify the dispute to the Industrial Relations Commission of New South Wales, and request that the Industrial Relations Commission of New South Wales resolve the dispute pursuant to its powers set out in the *Industrial Relations Act 1996* (NSW).
- (g) Work shall continue without disruption or dislocation during the discussions and negotiations concerning the dispute.

10.2 Project Wide Disputes

In the event of a dispute or conflict effecting more than one Employer occurring, the following procedure will be adopted:

- (a) Discussion between those directly affected;
- (b) Discussion between site management representatives of Australand and the Union delegate;
- (c) Discussion between site management representatives of Australand and the Union organiser;
- (d) Discussion between senior management of Australand and the appropriate Union official;
- (e) Discussion between the Secretary of the relevant Union (or nominee) and the relevant Australand Senior NSW Construction Manager/ General Manager Construction - (or nominee);
- (f) If the dispute is not resolved after step (e), any of the Parties to the Award or Australand may elect to notify the dispute to the Industrial Relations Commission of New South Wales, and request that the Industrial Relations Commission of New South Wales resolve the dispute pursuant to its powers set out in the *Industrial Relations Act 1996* (NSW).
- (g) Work shall continue without disruption or dislocation during the discussions and negotiations concerning the dispute.

10.3 Demarcation Disputes

The Unions will use their best endeavours to resolve any demarcation dispute

In the event that a dispute arises which cannot be resolved between the relevant Unions, the Unions agree to resolve the dispute in a timely manner strictly in accordance with the following procedures:

- (a) Productive work shall continue without interruption or dislocation during discussion and resolution of dispute, including no work stoppages or other forms of industrial action;
- (b) The relevant Unions must notify and commence discussions with the Labor Council of New South Wales and the Unions to try to resolve the dispute;
- (c) If the dispute is not resolved after step (b), either Union may notify the dispute to the Industrial Relations Commission of New South Wales and request that the Industrial Relations

Commission of New South Wales resolve the dispute pursuant to its powers set out in *the Industrial Relations Act 1996* (NSW).

For the avoidance of doubt, the Unions agree that there shall be no work stoppages or industrial action on the Project as a consequence of or in connection with a demarcation dispute.

10.4 Procedures to prevent Disputes Regarding Non-Compliance

- (a) Australand, in association with the accredited Project union delegates, will check monthly payments of Employers in relation to superannuation, redundancy and extra insurance to ensure payments to or on behalf of the Employer's Employees have been made, as required. Australand and the Project union delegate shall also check that Employers have not introduced arrangements designed to avoid tax and other statutory obligations or sham subcontract arrangements, such as 'all-in' payment and or 'cash-in-hand' payments. Where such practices are identified, the Employer will take immediate steps to ensure that any such arrangements are rectified and that any Employee affected by any such arrangement receives all statutory and other entitlements.
- (b) Each Employer engaged on the Project will be specifically advised and monitored, in accordance with clause 10.4(c) below, in respect of payroll tax and required to comply with their lawful obligations.
- (c) In accordance with Section 127 of *the Industrial Relations Act 1996*, Section 175(b) of the *Workers' Compensation Act 1987* and Part 5B s1G-31J of the *Payroll Tax Act 1971* Australand will require all Employers to complete (as required) an applicable statement regarding workers' compensation, payroll tax and remuneration. If requested, these statements will be made available to an accredited trade union officer or the Project union delegate.
- (d) The relevant Union delegate or Union official shall advise Australand if they believe that the information which has been provided by any Employer in accordance with their above obligations is not correct. Australand will then raise this matter with the relevant Employer.
- (e) Any dispute concerning non-compliance with this clause shall be resolved in accordance with the dispute settling procedures of this Award.

11. Monitoring Committee

- 11.1 The Parties may establish a committee to monitor the implementation of this Award. The Monitoring Committee's members will be nominated by and represent Australand and the Employers and the Labor Council of NSW and its affiliates.
- 11.2 This Monitoring Committee will meet at the commencement of construction on the Project and then at monthly intervals or as required during construction on the Project.
- 11.3 The Monitoring Committee will consider ways in which the aims and objectives of this Award can be enhanced, which may include, but not be limited to discussion of:
 - (a) developing more flexible ways of working;
 - (b) enhancing occupational health and safety;
 - (c) productivity plans, and
 - (d) compliance with the Award and other statutory requirements by Employers, Employees and Unions.

- 11.4 If the principles of this Award are not being followed, the Monitoring Committee will develop a plan, in consultation with the Parties and Australand, to implement the intent of the Award.

12. Immigration Compliance

- 12.1 The Parties are committed to compliance with Australian immigration laws so as to ensure maximum work opportunities for unemployed permanent residents and Australian citizens. Employers will be advised by Australand of the importance of immigration compliance. Where there is concern that illegal immigrants are being engaged by an employer on the Project, Australand will act decisively to ensure that Employers comply with Australian immigration laws.
- 12.2 Employers are required, prior to potential Employees commencing work on-site, to check the legal right of the potential Employee to work. The authorization form attached to this Award as per Annexure D will assist in providing evidence of the potential Employee's legal status.

13. Long Service Compliance

If applicable, and in accordance with the *NSW Building and Construction Industry Long Service Leave Act*, no Employee will be engaged by an Employer to work on the Project unless he or she is a worker registered with the NSW Long Service Payments Corporation. All Employers (if applicable) engaged on site will be registered as employers in accordance with the *NSW Building and Construction Industry Long Service Payments Act* and will strictly comply with their obligations.

14. No Extra Claims

It is a term of this Award that the Labor Council, Employees and Unions will not pursue extra claims against any Employer in respect of any term or condition covered by this Award in relation to the Project.

15. No Precedent

- 15.1 The Parties agree not to use this Award as a precedent and that this Award will in no way create a claim for flow-on of on-site wage rates and conditions to any other Australand projects.

16. Union Rights

The Parties to this Award acknowledge the right of Employees to be active union members and respect the right of each Union to organise and recruit members. The Parties to this Award also acknowledge that good communication between the union official, delegate and the Union's members is an important mechanism in assisting the Parties to resolve grievances and disputes in a timely fashion.

16.1 Visiting Union Officials

- (a) Officials of any Union, when arriving on-site at the Project, shall call at the site office and introduce themselves to a management representative of Australand, prior to commencing their union duties.
- (b) Union officials shall produce their right of entry permits, if required, and observe any applicable industrial instruments, the *Occupational Health and Safety Act* and Regulations, and other statutory/legislative obligations for entry to the site.
- (c) Union officials with the appropriate credentials shall be entitled to inspect all such wage records, other payment records and related documentation necessary to ensure that the Employers are observing the terms and conditions of this Award.

- (d) Subject to the Union providing sufficient notice to a senior representative of the Employer concerned and Australand, all relevant documentation and pay records will be made available within 48 hours on site or at another mutually agreed convenient location.
- (e) Such inspections shall not take place unless there is a suspected breach of this Award or the *Industrial Relations Act 1996* (NSW).

16.2 Workplace Delegates

DEFINITION

In this clause the expression "delegate" means the Employee who is the accredited representative of a Union at the Employer's workplace who is working on the Project, and if there is more than one delegate in respect of the workforce of that Employer working on the Project then the expression "delegate" means each and every such delegate so accredited by the Union in relation to that Employer's workforce.

(a) Rights of the Delegate

- (i) The Parties acknowledge it is the sole right of the Union and its members to elect a delegate for each work site, who shall be authorized as the authorized representative of the Union at the site.
- (ii) The delegate shall have the right to approach or be approached by any Employee of the Employer to discuss industrial matters with that Employee during normal working hours provided that there is minimal disruption to work.
- (iii) The delegate shall have the right to communicate with members of the Union in relation to industrial matters without impediment by the Employer provided such discussions result in minimal disruption to work. Without limiting the usual meaning of the expression "impediment", this provision applies to the following conduct by an Employer:
 - moving a delegate to a workplace or work situation which prevents or significantly impedes communication with members;
 - changing a delegate's shifts or rosters so that communication with workers is prevented or significantly impeded where there was no operational requirement to do so;
 - disrupting duly organised meetings which are taking place outside of working hours or are otherwise authorised by the relevant Employer.
- (iv) The delegate shall be entitled to represent members in relation to industrial matters at the workplace, and without limiting the generality of that entitlement is entitled to be involved in representing members:
 - at all stages in the negotiation and implementation of enterprise agreements or awards or other industrial instruments;
 - the introduction of new technology and other forms of workplace change;
 - Ensuring that Employees are paid their correct wages, allowances and other lawful entitlements.
 - To check with relevant industry schemes so as to ensure that superannuation, long service leave and redundancy has been paid on time.

- (v) In order to assist the delegate to effectively discharge his or her duties and responsibilities, Employers will ensure that the delegate has:
- access to a reasonable period of time to communication with other delegates, Union officials and management in relation to industrial matters, where such communication cannot be dealt with or concluded during normal breaks in work;
- reasonable paid time off up to a maximum of 10 days per year to attend relevant Union training courses/forums, as authorized by the Union and only with the prior approval of the relevant Employer;
- Reasonable paid time off to attend meetings of delegates in the industry, as authorized by the relevant Union.
- (vi) The Employer of a delegate shall provide to the delegate the following (provided that it is reasonably practicable for the Employer to do so):
- a lockable cabinet for the keeping of records;
- a lockable notice board for the placement of relevant and appropriate Union notices;
- where practicable, i.e. on large sites, a Union office;
- where a Union office room is not practicable, reasonable access to a meeting room;
- reasonable use of a telephone for legitimate Union business;
- from existing resources, and when required, for legitimate Union business, access to:-
- a word-processor, typewriter, or secretarial support at the workplace;
- personal computers (PC), CD ROM, E-mail and the Internet at the workplace;
- a photocopier or facsimile machine.
- (vii) Employers shall not deduct wages of a delegate where the Union reasonably requires that delegate to attend any Court or Industrial Tribunal proceedings relating to Industrial matters at the Employer's workplace in relation to the Project.

16.3 Union Membership

Properly accredited officials and workplace representatives of a Union shall have the right to be provided with appropriate access outside of normal working hours to Employees to promote the benefits of union membership.

To assist in this process the Employer shall:

- (a) if requested by an Employee, provide payroll deduction services for Union fees. Such fees shall be remitted to the relevant Union on a monthly basis with enough information supplied to enable the Union to carry out a reconciliation;
- (b) Provide the union, if requested, with reasonable access to talk to new employees at induction training.

17. Australian Content

The Project Manager shall endeavour to maximise Australian content in materials and construction equipment on the Project where practical and feasible.

18. Protective Clothing

- 18.1 An Employer must provide its Employees engaged on the Project with protective clothing and footwear on the basis set out below. The Employers will try, so far as possible, to ensure that the clothing and footwear is legally produced in Australia.
- (a) Safety Footwear
- Appropriate safety footwear shall be supplied on commencement, if not already provided, to all persons engaged on the Project and will be replaced as a result of fair wear and tear, provided they are produced to the Employer as evidence.
- (b) Clothing
- Two sets of protective clothing (combination of bib and brace or shorts, trousers and shirts) will be supplied to all Employees after accumulated engagement on the Project of 152 hours or more and will be replaced once per calendar year as a result of fair wear and tear, provided they are produced to the Employer as evidence.
- (c) Jackets
- Each Employee, after accumulated employment on the Project of 152 hours, shall be eligible to be issued with warm bluey jacket or equivalent, which will be replaced once per calendar year on a fair wear and tear basis, provided they are produced to the Employer as evidence.
- 18.2 In circumstances where any Employee of an Employer is transferred to the Project from another project where an issue of equivalent clothing was made, then such Employee shall not be entitled to an issue for this Project until the expiry of the calendar year or on a fair wear and tear basis.
- 18.3 Employees who receive from their Employer an issue and replacement of equivalent clothing and/or safety footwear as part of the Employer's policy or relevant industrial instrument shall not be entitled to the provisions of this clause.
- 18.4 Employers will consult with the Labor Council of NSW to be provided with a list of Australian Manufacturers who do not use illegal or exploited labour in the manufacture of their work clothes.

19. Workers' Compensation and Insurance Cover

- 19.1 Employers must ensure that all persons that they engage to work on the Project are covered by workers' compensation insurance.
- 19.2 Australand will audit Workers' Compensation Certificates of Currency from each Employer engaged on site to ensure that the wages estimate and tariff declared for the type of work undertaken is correct. This information will be available to authorised Union officials on request.
- 19.3 Employers and their Employees must comply with the following steps to ensure expedited payment of workers' compensation:
- (a) All Employees will report injuries to the Project first aid officer, nominated by Australand, and their supervisor at the earliest possible time after the injury.
- (b) All Employees will comply with the requirements for making a workers' compensation claim, including the provision of a WorkCover medical certificate, at the earliest possible time after the injury. This information will also be supplied to the Project first aid officer, and the Employee's supervisor.
- (c) In cases where the Employee is unable to comply with the above, the relevant Employer will assist in fulfilling requirements for making a claim.

- 19.4 Employers must ensure that they are aware of and will abide by Sections 63 to 69 of the *Workplace Injury Management and Workers' Compensation Act 1998*, which provide that:
- (a) The Employer shall keep a register of injuries /site accident book in a readily accessible place on site;
 - (b) All Employees must enter in the register any injury received by the Employee. The Employer must be notified of all injuries on site immediately. The Employer must notify the insurer within 48 hours of a significant injury;
 - (c) An Employer who receives a claim for compensation, must within seven (7) days of receipt, forward the claim or documentation, to their insurer;
 - (d) An Employer who receives a request from their insurer for further specified information must within seven (7) days after receipt of the request, furnish the insurer with the information as is in the possession of the Employer or reasonably obtained by the Employer;
 - (e) An Employer who has received compensation money from an insurer shall forward such money to the person entitled to the compensation within three (3) working days;
- 19.5 Where there has been a serious incident and/or accident, which has resulted in a serious injury or loss of life the employer shall notify the relevant Union immediately.
- 19.6 The Employer will also complete the relevant accident notification form and send it to WorkCover.

20. Training and Workplace Reform

The Parties are committed to achieving improvements in productivity and innovation through cooperation and reform. Employers are expected to demonstrate their commitment to develop a more highly skilled workforce by providing their Employees with career opportunities through appropriate access to training and, where possible, removing any barriers to the use of skills acquired.

21. Project Death Cover

Australand will guarantee the beneficiary of any Employee who dies as a consequence of working on the Project will be paid a death benefit of \$25,000. Such benefit shall be paid within fourteen (14) days of the production of appropriate documentation. This payment shall be in addition to any other entitlement that might be paid to the beneficiary as a consequence of the death of the Employee.

22. Anti-Discrimination

- 22.1 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 unlawful discrimination in the workplace.
- 22.2 This includes unlawful discrimination on the ground of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer and age.
- 22.3 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 unlawfully discriminatory in their effects. It will be consistent with fulfilment of these obligations for the Parties to make application to vary any provision of the Award, which, by its terms of operation, has an unlawfully direct or indirect discriminatory effect.
- 22.4 Subject to the exceptions provided for 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.

22.5 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.

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

23. Personal/Carers Leave

23.1 Use of Sick Leave

- (a) An Employee, other than a casual employee, with responsibilities in relation to a class of person set out in clause 24.1 (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, 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 spouse of the Employee; or
 - a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian) grandparent, grandchild or sibling of the Employee or spouse or de facto spouse of the employee; or
 - a same sex partner who lives with the Employee as the de factor partner of that Employee on a bona fide domestic basis; or
 - a relative of the Employee who is a member of the same household, where for the purposes of this paragraph:

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

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

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

- (d) An Employee shall, wherever practicable, give the Employer prior notice 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.

23.2 Unpaid Leave for Family Purpose

- (a) An Employee may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 23.1(c)(ii) above who is ill.

23.3 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 24.3(a) above, shall be exclusive of any shutdown period provided for elsewhere under this Award.
- (c) An Employee and Employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

23.4 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 24.4(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 24.4(a), the Employee shall be paid overtime rates in accordance with the award.

23.5 Make-up Time

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

23.6 Rostered days off

- (a) An Employee may elect, with the consent of the Employer, to take a rostered day off at any time.

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

24. Project Close-Down Calendar

24.1 For the purposes of this Award the Parties agree that the following calendar will be adopted for the Project. The calendar has been produced with a view to maximising quality leisure time off for all employees. Accordingly, the Parties agree that on certain weekends (as set out in the calendar), no work shall be carried out.

Provided, however, where there is an emergency or special client need, work can be undertaken on the weekends and adjacent RDO's as set out below, subject to the agreement of the relevant Union. In such circumstances reasonable notice (where possible), shall be given to the relevant Union (or Union delegate).

SITE CALENDAR 2004

Saturday	January 24	
Sunday	January 25	
Monday	January 26	Australia Day Public Holiday
Tuesday	January 27	RDO
Friday	April 9	Good Friday Public Holiday
Saturday	April 10	
Sunday	April 11	Easter Sunday
Monday	April 12	Easter Monday Public Holiday
Tuesday	April 13	RDO
Saturday	April 24	
Sunday	April 25	
Monday	April 26	Anzac gazetted holiday
Tuesday	April 27	RDO
Saturday	June 12	
Sunday	June 13	
Monday	June 14	Queens Birthday Public Holiday
Tuesday	June 15	RDO
Saturday	October 2	
Sunday	October 3	
Monday	October 4	Labor Day Public Holiday
Tuesday	October 5	RDO
Saturday	December 4	
Sunday	December 5	
Monday	December 6	Union Picnic Day
Tuesday	December 7	RDO (if applicable)

SITE CALENDAR 2005

Saturday	January 1	New Year's Day
Sunday	January 2	
Monday	January 3	New Year's Day Public Holiday
Wednesday	January 26	Australia Day Public Holiday
Thursday	January 27	RDO
Friday	January 28	RDO
Saturday	January 29	
Sunday	January 30	
Friday	March 25	Good Friday Public Holiday
Saturday	March 26	
Sunday	March 27	Easter Sunday
Monday	March 28	Easter Monday Public Holiday
Tuesday	March 29	RDO
Friday	April 22	RDO
Saturday	April 23	
Sunday	April 24	
Monday	April 25	Anzac Day Public Holiday
Saturday	June 11	
Sunday	June 12	
Monday	June 13	Queen's Birthday Public Holiday
Tuesday	June 14	RDO
Saturday	October 1	
Sunday	October 2	
Monday	October 3	Labour Day Public Holiday
Tuesday	October 4	RDO
Saturday	December 3	
Sunday	December 4	
Monday	December 5	Union Picnic Day
Tuesday	December 6	RDO

Site Calendar 2006

The parties to this award agree to hold discussions during 2005 to determine the 2006 site calendar. It is agreed that the 2006 site calendar will follow the same principles in establishing the 2004 and 2005 site calendars that is, to enable whole of project shutdowns on designated weekends, which correlate with Public holidays and industry rostered days off.

ANNEXURE A

Parties

Part 1

EMPLOYERS:

Australand Holdings Limited

and

any subcontractors engaged to work on the project

Part 2.

UNIONS:

The Labor Council of New South Wales (The Labor Council)

Construction Forestry Mining and Energy Union, New South Wales Branch
Communication Electrical Electronic Energy Information Postal Plumbing and Allied Services Union of Australia (NSW) Branch - Plumbing Division;

Electrical Trades Union of Australia New South Wales Branch

Transport Workers Union New South Wales Branch

Automotive Food Metals Engineering Printing & Kindred Industries Union New South Wales Branch

ANNEXURE B

Authority to obtain details of work rights from DIMIA

EMPLOYEE DETAILS

As specified in passport or other identity document)

Family Name:

Given Name(s):

Other Name(s) used (e.g. maiden name):

Date of Birth: _____

Nationality: _____

Passport Number: _____

Visa Number: _____

Visa Expiry Date: _____

I authorise the Department of Immigration and Multicultural and Indigenous Affairs (DIMIA) to release the details of my work rights status (that is, my entitlement to work legally in Australia) to the named employer / labour supplier and a representative of a principal contractor and authorised trade union officer on request.

I understand that these details are held by DIMIA on departmental files and computer systems. I also understand that the employer / labour supplier will use this information for the purposes of establishing my legal entitlement to work in Australia, and for no other purpose.

Employee Signature:

Date: _____

Employer/Labour Supplier Details

Business Name:

Business Street Address

Type of Business

Name of Contact Person:

Telephone

Fax

Note that the employee's work rights status will be sent directly to the fax number given above. Please ensure that this number is correct

THE COMPLETED FORM SHOULD BE FAXED TO 1800 505 550

IF ALL DETAILS MATCH WITH OUR RECORDS, THE EMPLOYEE'S WORK RIGHTS STATUS WILL BE FAXED TO YOU WITHIN ONE WORKING DAY.

M. J. WALTON *J, Vice-President.*

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(1358)

SERIAL C2945

AUSTRALIAN JOCKEY CLUB HOSPITALITY EMPLOYEES AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1709 of 2004)

Before Mr Deputy President Sams

2 July 2004

REVIEWED AWARD

1. Delete the references to the *Occupational Health and Safety Act 1983* in subclauses (ii) and (v) of clause 16, *Occupational Health and Safety*, of the award published 30 November 2001 (329 I.G. 1146) and insert in lieu thereof the following:

Occupational Health and Safety Act 2000

2. Insert after subclause (iv) of clause 25, Area, Incidence and Duration, the following new subclauses:
 - (v) The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 2 July 2004.
 - (vi) This award remains in force until varied or rescinded, the period for which it was made already having expired.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(538)

SERIAL C3218

PLASTIC MOULDING, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1664 of 2004)

Before Mr Deputy President Sams

1 July 2004

REVIEWED AWARD

1. Delete clause 1, Arrangement, of the award published 2 November 2001 (329 I.G. 83) and insert in lieu thereof the following:

1. Arrangement

Clause No.	Subject Matter
------------	----------------

PART A

- | | |
|-----|--------------------------------|
| 1. | Arrangement |
| 2. | Definitions |
| 3. | Contract of Employment |
| 4. | Classifications |
| 5. | Wages |
| 6. | Allowances and Special Rates |
| 7. | Hours of Employment |
| 8. | Implementation of 38-Hour Week |
| 9. | Shift Work |
| 10. | Overtime |
| 11. | Holidays and Sunday Work |
| 12. | Extra Rates Not Cumulative |
| 13. | Meal Breaks |
| 14. | Rest Period for Employees |
| 15. | Mixed Functions |
| 16. | Payment of Wages |
| 17. | General Conditions |
| 18. | Annual Leave |
| 19. | Long Service Leave |
| 20. | Sick Leave |
| 21. | Personal/Carer's Leave |
| 22. | Bereavement Leave |
| 23. | Jury Service |
| 24. | Redundancy |
| 25. | Superannuation |
| 26. | Traineeships |
| 27. | Dispute Resolution |
| 28. | Enterprise Arrangements |
| 29. | Consultation |

- 30. Training
- 31. Anti-Discrimination
- 32. Shop Stewards
- 33. Notice Board
- 34. Basis of Award and Leave Reserved to Apply
- 35. Exemption
- 36. Area, Incidence and Duration

Appendix "A" - Classification Definitions

PART B

MONETARY RATES

Table 1 - Wages

Table 2 - Other Rates and Allowances

2. Delete subclause (i) of clause 3, Contract of Employment and insert in lieu thereof the following:
 - (i) Weekly Employment - Except as hereinafter provided for, employment shall be by the week. An employee not specifically engaged as a casual employee shall be deemed to be employed by the week.
3. Delete the word "there" in subclause (iii) of the said clause 3 and insert in lieu thereof the following:

their
4. Insert the following notation after subclause (iv) of the said clause 3:

Notation: The casual loading prescribed by this subclause is inclusive of a casual employee's entitlement under the *Annual Holidays Act 1944* (NSW).
5. Delete the word "standing" in paragraph (v)(a) of the said clause 3 and insert in lieu thereof the following:

Notwithstanding
6. Delete paragraph (iii)(b) of clause 6, Allowances and Special Rates, and insert in lieu thereof the following:
 - (b) First-aid outfit - see the relevant occupational health and safety legislation and regulation.
7. Delete subparagraph (iv)(a)(2) of the said clause 6 and insert in lieu thereof the following:
 - (2) Any dispute arising under this subclause as to whether the work is of an unusually dirty or offensive nature shall be determined by the Industrial Relations Commission of NSW.
8. Delete the reference to clause 4, Wages, in subclause (v) of the said clause 6 and insert in lieu thereof the following:

clause 5, Wages
9. Delete paragraph (i)(d) of clause 11, Holidays and Sunday Work, and insert in lieu thereof the following:
 - (d) In addition to the public holidays prescribed in paragraph (i)(a) of this clause, one additional public holiday shall apply to an employee on weekly hire as granted to employees working under the Metal, Engineering and Associated Industries Award 1988, an award of the Australian Industrial Relations Commission, each year.

10. Delete the year "1956" in subclause (vi) of clause 16, Payment of Wages, and insert in lieu thereof the following:

1996
11. Delete paragraph (i)(c) of clause 20, Sick Leave, and insert in lieu thereof the following:

(c) An employee shall prove to the satisfaction of the employer (or, in the event of dispute, the Industrial Relations Commission of NSW) 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.
12. Delete the number "40" in paragraph (i)(d) of the said clause 20 and insert in lieu thereof the following:

38
13. Delete the number "64" in paragraph (i)(e) of the said clause 20 and insert in lieu thereof the following:

60.8
14. Delete paragraph (iii)(a) of clause 26, Apprentices, and insert in lieu thereof the following:

(a) As to traineeships for persons covered by this award, see the Training Wage (State) Award 2002 published 26 September 2003 (341 I.G. 569) or any successor thereto.
15. Delete subclause (iii) of clause 34, Basis of Award and Leave Reserved to Apply.
16. Delete clause 35A, Traineeships.
17. Delete clause 36, Area, Incidence and Duration, and insert in lieu thereof the following:

36. Area, Incidence and Duration

- (a) This award has been reviewed pursuant to section 19 of the *Industrial Relations Act* 1996. It rescinds and replaces the Plastic Moulding (State) Award published 28 March 1984 and reprinted 10 April 1992 (268 I.G. 1023).
 - (b) This award shall apply to all employees engaged in or in connection with plastic moulding in the State, excluding the County of Yancowinna, excepting:

Maintenance fitters and turners and toolmakers; and

Employees engaged in plastic moulding in the rubber industry or in an industry which manufactures goods by plant and equipment which are normal to the rubber industry.
 - (c) The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 1 July 2004.
 - (d) This award remains in force until varied or rescinded, the period for which it was made already having expired.
18. Delete Appendix B - Industry/Skill Levels.
 19. Delete Part C - Training Wages.

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(578)

SERIAL C2944

ROCK AND ORE MILLING AND REFINING (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1700 of 2004)

Before Mr Deputy President Sams

2 July 2004

REVIEWED AWARD

1. Renumber clause 28A, Deduction of Union Membership Fees, and clause 29, Area, Incidence and Duration, in the Arrangement of the award published 27 July 2001 (326 I.G. 429) to read as follows:
 29. Deduction of Union Membership Fees
 30. Area, Incidence and Duration
2. Delete subparagraph (iii) of paragraph (a) of subclause (i) of clause 1, Hours, and insert in lieu thereof the following:
 - (iii) Ordinary hours are to be paid at single time.
3. Delete subclause (iv) of clause 3, Wages, and insert in lieu thereof the following:
 - (iv) The minimum rate to be paid to any shift workers for rostered work performed between midnight on Friday and midnight on Saturday shall be time and one-half; such extra rate to be in substitution for and not cumulative upon the shift work allowances prescribed in subclauses (ii) and (iii) of this clause. All time worked by shift workers on holidays shall be paid for at double the ordinary rate of pay and an ordinary shift of eight hours work on Sunday shall be paid one and three-quarter times the ordinary rate, such extra rate to be in substitution for and not cumulative upon the shift work allowances prescribed in subclauses (ii) and (iii) of this clause.
4. Delete subclause (iii) of clause 10, Holidays, and insert in lieu thereof the following:
 - (iii) No deduction shall be made from the wages of a weekly employee for holidays not worked and, if work is done on a holiday, the employee shall be paid at the rate of double time and a half for the time worked, with a guarantee of four hours' pay.
5. Delete subclause (i) of clause 13, First-aid, and insert in lieu thereof the following:
 - (i) A first-aid outfit shall be provided by the employer at all works to which this award applies (see Occupational Health & Safety Regulation 2001).
6. Delete subclause (i) of clause 16, Contract of Employment, and insert in lieu thereof the following:
 - (i) Subject to the provisions elsewhere in this award, employment shall be on a weekly basis.
7. Delete subclause (vi) of the said clause 16 and insert in lieu thereof the following:

- (vi) The engagement of a casual employee may be terminated at any time.
8. Delete the word "effects" appearing in the note in clause 28, Anti-Discrimination, and insert in lieu thereof the following:
- affects
9. Renumber clause 28A, Deduction of Union Membership Fees, and clause 29, Area, Incidence and Duration to read as clauses 29 and 30.
10. Delete the last paragraph of the said clause 30 and insert in lieu thereof the following:

The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 2 July 2004.

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

P. J. SAMS *D.P.*

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(500)

SERIAL C2913**RECORDED MUSIC AND VISUAL ENTERTAINMENT
REPRODUCTION (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1659 of 2004)

Before Mr Deputy President Sams

9 July 2004

REVIEWED AWARD

1. Delete clause 5, Arbitrated Safety Net Adjustment and Minimum Rates Adjustment, of clause 1, Arrangement, of the award published 5 October 2001 (328 I.G. 418), and insert in lieu thereof the following:

5. State Wage Case

2. Delete the title of clause 5, Arbitrated Safety Net Adjustment and Minimum Rates Adjustment, and insert in lieu thereof the following:

5. State Wage Case

3. Delete subclause (iv), of clause 13, Terms of Engagement, and renumber remaining subclauses accordingly.
4. Delete the words "*Social Security Act 1996*" appearing in paragraph (iii) of subclause (a) of clause 25, Supported Wage, and insert in lieu thereof the following:

Social Security Act 1991

5. Delete clause 26, Training Wage, and insert in lieu thereof the following

26. Training Wage

The parties to this award shall observe the terms of the National Training Wage Award 2000, as amended.

6. Delete paragraphs (vi) and (vii), of subclause (4), of clause 28, Redundancy, and insert in lieu thereof the following:
 - (vi) 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.
 - (vii) Centrelink Employment Separation Certificate - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Centrelink.

7. Delete clause 30, Enterprise Arrangements, and insert in lieu thereof the following:

30. Enterprise Arrangements

The Industrial Relations Commission of New South Wales may approve of enterprise arrangements reached in accordance with the Review of the Principles for Approval of Enterprise Agreements 2002 [2002] NSWIRComm 342 (121 IR 144) and the provisions of the *Industrial Relations Act* 1996.

8. Insert at the end of clause 33, Area, Incidence and Duration, the following two paragraphs:

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 9 July 2004.

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

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(601)

SERIAL C3234**SHOP EMPLOYEES' (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1678 of 2004)

Before Mr Deputy President Sams

14 July 2004

REVIEWED AWARD

1. Delete subclauses (ii) and (iii) of clause 2, Definitions, of the award published 18 May 2001 (324 I.G. 935), and insert in lieu thereof the following:
 - (ii) "Special Shops" means and includes audio shops, book shops, video shops, cake and pastry shops, cooked provisions shops, take-away food shops, fish shops, flower shops, garden plant shops, hairdressers' shop, newsagencies, pet shops, souvenir and gift shops, tobacconists' shops (each as defined in Schedule 1 to the Shops and Industries (Trading) Regulation 2002 to the *Shops and Industries Act 1962*), small shops (as defined in Section 78B of the *Shops and Industries Act 1962*) and retail liquor shops.
 - (iii) "Confection Shops" means and includes confectioners' shops, refreshment shops and fruit and vegetable shops as defined in Schedule 1 of the Shops and Industries (Trading) Regulation 2002 to the *Shops and Industries Act 1962*,
2. Delete the words "*Factories, Shops and Industries Act 1962*." wherever appearing in the award and insert in lieu thereof the following:

Shops and Industries Act 1962.
3. Delete the reference "30 June 2000 (316 I.G. 897)" appearing in subclause (xi) of clause 2, Definitions, and insert in lieu thereof the following:

9 November 2001 (329 I.G. 329).
4. Delete the word "than" appearing in the third paragraph of paragraph (b), of subclause (B), of clause 4, Part-time Employees, and insert in lieu thereof the following:

then
5. Delete the numbers "12^{1/2}" and "17^{1/2}" appearing in subclause (b) of clause 5, Clausal Employees - All Shops, and insert in lieu thereof 12.5 and 17.5 respectively.
6. Delete the reference "paragraph (I)" appearing in paragraph (ii), of subclause (a), of clause 11, Shift Work (Night Fill) - General Shops, and insert in lieu thereof the following:

paragraph (i)
7. Delete subclause (viii), of clause 11, Shift Work (Night Fill) - General Shops, and insert in lieu thereof the following:

NOTATION: The above provisions are intended to cover the special features of night-fill work and will not be used as a precedent to achieve similar flexibility for day work.

8. Delete subclause (vii), of clause 16, Meal Times and Rest Pauses, and insert in lieu thereof the following:

(vii) Confection Shops - An employee commencing before 7.00 am in circumstances not covered by paragraph (ii) of subclause (III) of clause 10, Hours, shall be allowed not less than 30 minutes nor more than one hour off for breakfast before 9.00 am. If, through distance of residence, the employee cannot return home for breakfast, the employee shall be paid the sum set out in subclause (ii) of clause 6, Meal Allowances, for breakfast each morning the employee starts work before 7.00 am.

9. Delete the first and third paragraphs of subclause (B), of clause 17, Holidays, and insert in lieu thereof the following:

(B) Picnic Day - In addition to the holidays prescribed in paragraph (ii) of subclause (A) of this clause, full-time and part-time employees rostered to work shall be entitled to an additional holiday without loss of pay and this day shall be known as the picnic day of the appropriate union (namely, the Shop, Distributive and Allied Employees' Association, New South Wales, or the Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern New South Wales).

Where the establishment of an employer remains open and a full-time or part-time employee volunteers to work on the picnic day of the appropriate union, such employee shall then be given another day off without loss of pay. Such alternative day shall be given and taken not later than 28 days after the nominated day on a day mutually agreed between the employer and the employee.

10. Delete the word "at" appearing in paragraph (c), of subclause (iv), of clause 18, Sick Leave, and insert in lieu hereof the following:

as

11. Delete the words "1 February 1974" appearing in paragraph (a), of subclause (viii), of clause 23, Annual Holiday Loading, and insert in lieu hereof the following:

1 February 1974

12. Delete subclause (i), of clause 26, Facilities, and insert in lieu hereof the following:

(i) First-aid Outfit - See Occupational Health and Safety Regulation 2001.

13. Delete the word "employee" appearing in subclause (iii), of clause 26, Facilities, and insert in lieu hereof the following:

employer

14. Delete subclause (iii), of clause 28, Notations, and insert in lieu hereof the following:

(iii) Manual handling procedures will be consistent with the Occupational Health and Safety Regulation 2001.

15. Delete the word "Repeal" appearing in paragraph (c), of subclause (i), of clause 35, Allowances and/or Additional Rates, and insert in lieu hereof the following:

Repeals

16. Insert at the end of clause 37, Area, Incidence and Duration, the following new paragraphs:

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 14 July 2004.

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

P. J. SAMS *D.P.*

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(4165)

SERIAL C3205

RETAIL INDUSTRY (STATE) TRAINING WAGE AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1674 of 2004)

Before Mr Deputy President Sams

14 July 2004

REVIEWED AWARD

1. Delete paragraph (ii), of subclause (b), of clause 2, Application, of the of the award published 4 May 2001 (324 I.G. 529) and insert in lieu thereof the following:
 - (ii) Ending at the time the employer is notified that the establishment of the traineeship has been approved, or at the end of the probationary period, whichever is the later.

4. Definitions

2. Delete clause 4, Definitions, and insert in lieu thereof the following:
 - (a) *Structured Training* means that training which is specified in the Training Plan which is part of the Training Contract registered with the relevant NSW Training Authority. It includes training undertaken both on and off-the-job in a traineeship scheme and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a Traineeship approved by the relevant NSW Training Authority and leads to a qualification set out in clause 5(f).
 - (b) *Parent Award* means an award listed in clause 9 - Area, Incidence and Duration
 - (c) *Relevant Union* means a union party to the making of the Parent Award and which is entitled to enrol the Trainee as a member.
 - (d) *Trainee* is an individual who is a signatory to a Training Contract registered with the relevant NSW Training Authority and is involved in paid work and Structured Training which may be on or off the job. A trainee can be full-time, part-time or school-based.
 - (e) *Traineeship* means a system of training which has been approved by the relevant NSW Training Authority, and includes full time traineeships and part time traineeships including school-based traineeships.
 - (f) *Training Contract* means a contract entered into for the purposes of establishing a traineeship under the *Apprenticeship and Traineeship Act 2001* (NSW).
 - (g) *Training Plan* means a programme of training which forms part of a Training Contract registered with the Relevant NSW Training Authority.
 - (h) *School-Based Trainee* is a student enrolled in the Higher School Certificate, or equivalent qualification, who is undertaking a traineeship which forms a recognised component of their HSC curriculum, and is endorsed by the relevant NSW Training Authority and the NSW Board of Studies as such.
 - (i) *Relevant NSW Training Authority* means the Department of Education and Training, or successor organisation.

- (j) *Year 10* For the purposes of this award any person leaving school before completing Year 10 shall be deemed to have completed Year 10.
3. Delete the words "Training Agreement" wherever appearing in clause 5, Training Conditions, and insert in lieu thereof the following:

Training Contract

4. Delete subclauses (c), (d), (e) and (g), of clause 6, Employment Conditions, and insert in lieu thereof the following:

- (c) Where the trainee completes the qualification in the Training Contract, earlier than the time specified in the Training Contract then the traineeship may be concluded by mutual agreement.
- (d) A traineeship shall not be terminated before its conclusion, except in accordance with the *Apprenticeship and Traineeship Act 2001* (NSW), or by mutual agreement.

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

- (e) The Trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the approved training in accordance with the Training Contract.

(g)

- (i) The Training Contract may restrict the circumstances under which the Trainee may work overtime and shiftwork in order to ensure the training program is successfully completed.
- (ii) No Trainee shall work overtime or shiftwork on their own unless consistent with the provisions of the Parent Award.
- (iii) No Trainee shall work shiftwork unless the relevant parties to this Award agree that such shiftwork makes satisfactory provision for Structured Training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork Trainees.
- (iv) The Trainee wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by the Parent Award.

5. Delete clause 7, Wages, and insert in lieu thereof the following:

7. Wages

Wages - Full-Trainees

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

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

- (b) These wage rates will only apply to Trainees while they are undertaking an approved Traineeship which includes Structured Training as defined in this Award.

- (c) The wage rates prescribed by this clause do not apply to complete trade level training which is covered by the Apprenticeship system.
- (d) The rates of pay in this award include the adjustments payable under the State Wage Case of May 2000. 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.
- (e) Appendix A sets out the skill level of a traineeship. The industry/skill levels contained in Appendix A are, illustrative of the appropriate levels but are not determinative of the actual skill levels (i.e., skill levels A, B or C) that may be contained in a traineeship scheme. The determination of the appropriate skill level for the purpose of determining the appropriate wage shall be based on the following criteria:
 - (i) Any agreement of the parties or submission by the parties
 - (ii) The nature of the industry
 - (iii) The total training plan
 - (iv) Recognition that training can be undertaken in stages
 - (v) The exit skill level in the Parent Award contemplated by the traineeship.

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

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

Wages for Part-time and School-Based Trainees

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

(ii) Where the approved training is undertaken on-the-job or in a combination of on-the-job and off-the-job, and the average proportion of time to be spent in approved training is 20% (i.e. the same as for the equivalent full time traineeship):

- (1) If the training is solely on-the-job, then the total hours on-the-job shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.
- (2) If the training is partly on-the-job and partly off-the-job, then the total of all hours spent in work and training shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.

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

(iii) Where the normal full time weekly hours are not 38 the appropriate hourly rate may be obtained by multiplying the rate in the table by 38 and then dividing by the normal full time hours.

(j) For traineeships not covered by clause 7(h) above, the following formula for the calculation of wage rates shall apply:

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

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

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

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

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

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

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

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

A school student commences a traineeship in Year 11 the ordinary hours of work in the Parent Award are 38.

The *Training Contract* specifies two years (24 months) as the length of the traineeship.

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

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

So the wage rate in Year 11 is:

$\$207.00 \times \frac{15 - 3.8}{30.4} = \76.26 plus any applicable penalty rates under the Parent Award.

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

6. Delete the words "he/she" appearing in paragraph (iv), of subclause (a), of clause 8, Grievance Procedures, and insert in lieu thereof the following:

the Trainee

7. Delete the words "*Industrial and Commercial Training Act 1989*" appearing in subparagraph (i), of paragraph (v), of subclause (a), of clause 8, Grievance Procedures, and insert in lieu thereof the following:

Apprenticeship and Traineeship Act 2001 (NSW)

8. Delete the words "Industrial Relations Commission" appearing in subparagraph (ii), of paragraph (v), of subclause (a), of clause 8, Grievance Procedures, and insert in lieu thereof the following:

Industrial Relations Commission of New South Wales

9. Delete subclause (i), of clause 9, Area, Incidence and Duration, and insert in lieu thereof the following:

(i) Shop Employees (State) Award published 18 May 2001 (324 I.G. 935), as varied.

10. Delete the last paragraph of clause 9, Area, Incidence and Duration, and insert in lieu thereof the following new paragraphs:

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 17 July 2004.

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

P. J. SAMS *D.P.*

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(376)

SERIAL C3316

PRIVATE MEDICAL IMAGING & RADIATION TECHNOLOGY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4527 of 2004)

Before Mr Deputy President Grayson

22 October 2004

REVIEWED AWARD

1. Delete the reference to the Health and Research Employees Association of New South Wales in clause 2, Parties, of the award published 14 December 2001 (330 I.G. 247) and insert in lieu thereof the following:

Health Services Union
2. Delete paragraph 4.4.4 of clause 4, Definitions, and insert in lieu thereof the following:

4.4.4 Level 4 - At this level applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks and the range and choice of actions required will usually be complex. Responsibility for the organisation of the work of others may be involved. Competencies are usually applied within routines, methods and procedures where discretion and judgment is required, for both self and others. The employee may be required to work without supervision, with general guidance on progress and outcomes sought.
3. Delete subclause 4.14 of the said clause 4 and insert in lieu thereof the following:

"Union" means the Health Services Union.
4. Insert after subclause 5.3 of clause 5, Area, Incidence and Duration, the following new subclauses:

5.4 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 NSW on 28 April 1999 (310 I.G. 359) take effect on 22 October 2004.

5.5 This award remains in force until varied or rescinded, the period for which it was made having already expired.
5. Delete subclause 7.1 of clause 7, Payment of Wages and Particulars of Salary, and insert in lieu thereof the following:

7.1 Wages and other payments earned during the pay period will be paid not more than three working days from the end of the pay period. An employer may pay in cash or cheque or electronic funds transfer or other arrangement by agreement with the employee.
6. Delete paragraph 18.1.1 of clause 18, Personal/Carer's Leave, and insert in lieu thereof the following:

18.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph 18.1.3(ii) of this clause, 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 17, 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.

7. Delete existing subclause 18.2 of the said clause 18 and insert in lieu thereof the following:

18.2 Unpaid Leave for Family Purpose

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 18.1.3(ii) of this clause who is ill.

8. Delete subclause 25.5 of clause 25, Overtime, and insert in lieu thereof the following:

25.5 A part-time employee who by agreement with the employer works beyond his or her ordinary rostered hours, or on days on which he or she does not usually work, will be paid at ordinary rates of pay subject to subclauses 4.8 of clause 4, Definitions, 24.1 and 24.2 of clause 24, Hours, and 25.3 and 25.4 of this clause.

9. Delete the letter "b" appearing before "56(b)" in paragraph (b) of the Notes at the end of clause 26, Anti-Discrimination.

J. P. GRAYSON *D.P.*

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(376)

SERIAL C3412**PRIVATE MEDICAL IMAGING & RADIATION TECHNOLOGY
(STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 4527 of 2004)

Before Mr Deputy President Grayson

22 October 2004

VARIATION

1. Insert after clause 29, Uniforms and Protective Clothing, of clause 3, Arrangement, of the award published 14 December 2001 (330 I.G. 247) the following new clause:

30. Reasonable Hours

2. Insert after clause 29, Uniforms and Protective Clothing, the following new clause:

30. Reasonable Hours

- 30.1 Subject to subclause 30.2 of this clause, an employer may require an employee to work reasonable overtime at overtime rates unless or as otherwise provided for under the award.
- 30.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 30.3 For the purposes of the said subclause 30.2, what is unreasonable or otherwise will be determined having regard to:
 - 30.3.1 any risk to employee health and safety;
 - 30.3.2 the employee's personal circumstances, including any family and carer responsibilities;
 - 30.3.3 the needs of the workplace or enterprise;
 - 30.3.4 the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - 30.3.5 any other relevant matter.
3. This variation shall take effect on 22 October 2004.

J. P. GRAYSON *D.P.*

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(086)

SERIAL C2107

BREWERIES, MAINTENANCE EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Business Industrial, industrial organisation of employers and State Peak Council for employers.

(No. IRC 5147 and 5171 of 2000)

Before The Honourable Justice Wright, President

6 September 2002

VARIATION

1. Insert in numerical order in the Arrangement of the award made 23 August 2001 the following new clause number and subject matter:

36A. Traineeships

2. Insert after clause 36, Enterprise Arrangements, the following new clause:

36A. Traineeships

As to traineeships for persons covered by this award, see the Training Wage (State) Award 2002 published 26 September 2003 (341 I.G. 569) or any successor thereto.

3. This variation shall take effect from the first pay period commencing on or after 6 September 2002.

F. L. WRIGHT *J, President.*

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SERIAL C3545**ROCK AND ORE MILLING AND REFINING (STATE) INDUSTRIAL
COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 389 & 390 of 2005)

Before The Honourable Justice Boland

9 February 2005

ORDER

The Commission orders that -

1. The Rock and Ore Milling and Refining (State) Industrial Committee published 4 April 1996 (291 I.G. 1088), be dissolved.
2. There be established a new Rock and Ore Milling and Refining (State) Industrial Committee for the Industries and Callings of:-

Persons employed in milling, grinding and pulverising of rocks, earths and clay, other than mineral ores in the employ of McLeod & Company Minerals Pty Limited, Austral Rock Milling Pty Limited, Thermal Lagging Co., Fifield Magnesite and Refractories Pty Limited, Proud Bros, James Cummings & Sons, Australian Pigment and Asbestos Co. Metallics Limited, Industrial Pigments of Australian, Magnesite Chemical Co. Limited, Non-Metallics Limited, Tubal Pty Limited, and other employers within the State, excluding the County of Yancowinna, employing such persons and who are within the jurisdiction of any existing Industrial Committee;

Excepting mill hands and assistants employed in the manufacture of dry colours in the paint and varnish industry.

3. The said Industrial Committee shall consist of one (1) representative of employers and one (1) representative of employees.
4. The representative of employers shall be appointed, upon nomination as prescribed, by Australian Business Industrial.
5. The representative of employees shall be appointed, upon nomination as prescribed, by The Australian Workers' Union, New South Wales.
6. This order shall take effect from 9 February 2005 for a period of three (3) years.

R. P. BOLAND J.

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SERIAL C3572

**DEPARTMENT OF ENVIRONMENT & CONSERVATION (DEC)
PARKS & WILDLIFE DIVISION &c., EMPLOYEES INDUSTRIAL
COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 385 & 386 of 2005)

Before The Honourable Justice Schmidt

9 February 2005

ORDER

The Commission orders that -

1. The Industrial Committee, known as The National Parks and Wildlife Service, &c., Employees Industrial Committee published 12 April 1996 (291 I.G. 1320), be dissolved.
2. There be established a new Department of Environment & Conservation (DEC) Parks & Wildlife Division, &c., Employees Industrial Committee for the Industrial and Callings of:-

All persons employed as or whose ordinary duties consist of work usually performed by park workers, maintenance supervisors, rangers, chief rangers, assistant superintendents and superintendents of parks who are employees of:

DEC Parks and Wildlife Division of New South Wales in terms of the Public Sector Employment and Management Act 2002;

Excepting -

- (a) persons employed as or whose ordinary duties consist of work usually performed by watchmen, caretakers, cleaners, lift attendants, gatekeepers and tea attendants;
 - (b) persons employed as tradesmen;
 - (c) persons within the jurisdiction of the Motor Car Washers, &c. (State) Industrial Committee.
3. The said Industrial Committee shall consist of two (2) representatives of employers and two (2) representatives of employees.
 4. The representatives of employers shall be appointed, upon nomination as prescribed, two (2) by the Public Employment Office.
 5. The representatives of employees shall be appointed, upon nomination as prescribed, one (1) by The Australian Workers Union, New South Wales, and one (1) by the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
 6. This order shall take effect from 9 February 2005 for a period of three (3) years.

M. SCHMIDT J.

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SERIAL C3569

**FRUIT PACKING HOUSES EMPLOYEES (STATE) INDUSTRIAL
COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 402 of 2005)

Before The Honourable Justice Schmidt

9 February 2005

ORDER

The Commission orders that -

1. The duration of the Industrial Committee, known as Fruit Packing Houses Employees (State) Industrial Committee published 21 May 1993 (275 I.G. 152) be extended for a period of three (3) years.
2. Delete the reference to Employers Federation of New South Wales in the Representatives of Employers of the said Committee and insert in lieu thereof the following:

"Employers First"
3. This order shall take effect from 9 February 2005 for a period of three (3) years.

M. SCHMIDT J.

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SERIAL C3574

NURSERIES EMPLOYEES (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 400 of 2005)

Before The Honourable Justice Schmidt

9 February 2005

ORDER

The Commission orders that -

1. The Nurseries Employees (State) Industrial Committee published 24 May 1996 (292 I.G. 1080) be extended for a further three years.
2. Delete the title of the representatives of employers "Employer's Federation of New South Wales" and insert in lieu thereof the following:

"Employers First."
3. This order shall take effect on and from 9 February 2005.

M. SCHMIDT J.

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SERIAL C3571**POULTRY FARM EMPLOYEES (STATE) INDUSTRIAL COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 368 & 369 of 2005)

Before The Honourable Justice Schmidt

11 February 2005

ORDER

The Commission orders that -

1. The Industrial Committee, known as the Poultry Farm Employees (State) Industrial Committee published 28 May 1993 (275 I.G. 278), be dissolved.
2. There be established a new Poultry Farm Employees (State) Industrial Committee for the Industries and Callings of: -

All employees who are employed in rural industries within the meaning of section 5 (3) of the Industrial Relations Act 1996:

1. Upon Poultry Farms -
 - a. In connection with -
 - i. poultry farming;
 - ii. the sowing, raising, harvesting or treating of farm produce; or
 - b. at other farm work; or
2. at clearing, fencing, trenching, draining or otherwise preparing land for any of the abovementioned purposes;

within the State
3. The said Industrial Committee shall consist of two (2) representatives of employers and two (2) representatives of employees.
4. The representatives of employers shall be appointed, upon nomination as prescribed, one (1) nominee by the NSW Farmers (Industrial) Association and one (1) nominee by Employers First.
5. The representatives of employees shall be appointed, upon nomination as prescribed, two (2) by The Australian Workers' Union, New South Wales.
6. This order shall take effect from 11 February 2005 for a period of three (3) years.

M. SCHMIDT J.

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SERIAL C3570

DAIRYING EMPLOYEES (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 357 & 358 of 2005)

Before The Honourable Justice Schmidt

11 February 2005

ORDER

The Commission orders that -

1. The Industrial Committee, known as the Dairying Employees (State) Industrial Committee published 16 April 1993 (274 I.G. 768), be dissolved.
2. There be established a new Dairying Employees (State) Industrial Committee for the Industries and Callings of: -

All employees who are employed in rural industries within the meaning of section 5 (3) of the Industrial Relations Act 1996 -

1. upon dairy farms
 - a. in connection with -
 - i. dairying; or
 - ii. sowing, raising, harvesting or treating of grain, fodder or other farm produce; or
 - iii. the management, rearing or grazing of cattle or other livestock; or
 - a. at other farm work; or
2. at clearing, fencing, trenching, draining or otherwise preparing land for any of the abovementioned purposes within the State.
3. The said Industrial Committee shall consist of three (3) representatives of employers and three (3) representatives of employees.
4. The representatives of employers shall be appointed, upon nomination as prescribed, three (3) by the NSW Dairy Farmers (Industrial) Organisation.
5. The representatives of employees shall be appointed, upon nomination as prescribed, three (3) by The Australian Workers Union, New South Wales,
6. This order shall take effect from 11 February 2005 for a period of three (3) years.

M. SCHMIDT J.

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(1374)

SERIAL C3601

NOTIFICATION OF OBSOLETE AWARD

I, Mick Grimson, Industrial Registrar, hereby notify pursuant to section 20(3) of the *Industrial Relations Act* 1996, that the Kogarah Community Mobile Nursing Service Inc. Nurses' (State) Award published 19 April 2002 (332 I.G. 1131), is obsolete.

Dated at SYDNEY 25 January 2005.

Mick Grimson, Industrial Registrar.

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