

Vol. 353, Part 5

9 September 2005

Pages 635 - 873



NEW SOUTH WALES
INDUSTRIAL GAZETTE

Printed by the authority of the
Industrial Registrar
50 Phillip Street, Sydney, N.S.W.

ISSN 0028-677X

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(1647)

SERIAL C3746

CROWN EMPLOYEES (NSW FOOD AUTHORITY - FOOD SAFETY OFFICERS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 685 of 2005)

Before The Honourable Mr Deputy President Harrison

8 April 2005

REVIEWED AWARD

Arrangement

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1. Title

This award shall be known as the Crown Employees (NSW Food Authority - Food Safety Officers) Award.

2. Parties to the Award

The parties to this award are the Public Employment Office and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

3. Definitions

- (a) "Act" means - the *Public Sector Employment and Management Act 2002*.
- (b) "Association" means - the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales.
- (c) "Code of Practice" means - requirements and guidelines to ensure a premises or activity complies with statutory requirements.
- (d) "Director General" means - the Director General of the NSW Food Authority.
- (e) "Employee" means - a person employed on a temporary basis.
- (f) "HACCP" means - Hazard Analysis and Critical Control Point System - an international food safety management system.
- (g) "ISO" means - the International Standards Organisation.
- (h) "Job Evaluation" means - an accredited job evaluation system used to grade positions in NSW Food Authority.
- (i) "National Food Safety Standards" means - uniform food hygiene and safety regulations set out in the Food Standard Code to ensure a nationally consistent approach to food safety.
- (j) "Normal Work", in respect of Clause 26, Grievance and Dispute Settling Procedures, means - the duties and responsibilities contained in the position description of an officer, or officers, at the time a grievance, dispute or difficulty is notified within the Operations Branch or within Safe Food.
- (k) "NSW Food Authority" means - the Authority established under the *Food Act 2003* to ensure that food safety standards for all primary produce and seafood for human consumption from the paddock or ocean to the back door of the retail shop, with additional coverage of retail butcher shops and supermarket meat departments, are implemented in an integrated and consistent way. NSW Food Authority was formed by merging SafeFood NSW with the food regulatory activities of NSW Health.
- (l) "Officer" means - a person employed on a permanent full-time or permanent part-time basis.
- (m) "Operations Branch" means - a Branch of NSW Food Authority consisting of the Enforcement, Compliance, Technical, and Environmental Units.
- (n) "PEO" means - the Public Employment Office.
- (o) "Position" means - a staff position as defined in Section 9 of the Act.
- (p) "Staff member" means - an officer or employee of NSW Food Authority Operations Branch employed in the capacity of Food Safety Officer.
- (q) "Union" means - the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales.

4. Coverage

The provisions of this award shall apply to staff employed in the Operations Branch of NSW Food Authority in the capacity of Food Safety Officer.

5. Statement of Intent

This award aims to achieve equity in salary and conditions between field staff of the former Meat, Dairy, and Seafood Branches of NSW Food Authority and facilitate future recruitment and retention of Food Safety Officers.

6. Grading and Evaluation of Positions

- (a) The grading of positions will be carried out in accordance with the NSW Food Authority job evaluation policy.
- (b) Positions will be graded and evaluated from time to time in the following circumstances:
 - (i) Where the nature of the position is significantly changed or where a new position is created.
 - (ii) Where a position falls vacant, the Director General can determine whether it is necessary to evaluate the position prior to advertising the vacancy.
 - (iii) At the request of any party to this award, or an officer under the award, provided that the position(s) have not been reviewed for grading for at least (12) twelve months prior to the request.

7. Scope of Employment

- (a) Employment will be either on a permanent full time or permanent part time basis.
- (b) Temporary employees may be employed from time to time should the need arise.

8. Savings of Rights

No officer or employee of NSW Food Authority at the time of the making of this award will suffer a reduction in his or her salary or any loss or diminution in his or her conditions of employment as a consequence of the making of this award.

9. Salaries

- (a) Staff will be appointed to one of the grades outlined in Table 1 of Part B, Monetary Rates of this award.
- (b) The rates of pay set out in Table 1 do not include payment for annual leave loading.
- (c) The salary rates set out in Table 1 will move in accordance with the Crown Employees (Public Sector - Salaries 2004) Award (the 2004 Award) or any variation or replacement award.
- (d) Salary rates are to be increased by four per cent (4%) with effect from the beginning of the first pay period (FPP) to commence on or after 1 July 2004, with a further increase of four per cent (4%) with effect from the beginning of the first pay period to commence on or after 1 July 2005, with a further increase of four per cent (4%) with effect from the beginning of the first pay period to commence on or after 1 July 2006, in line with the 2004 Award.

10. Conditions of Employment - General

- (a) This award applies in lieu of the following awards, agreements and determinations in full:
 - (i) Scientific Officers (Various Departments) Agreement No. 2433 of 1982.
 - (ii) General Division (Trade Based Groups) Agreement No. 2301 of 1980: Amending Agreement No. 2317 of 1981; Determination No. 764 of 1982.
- (b) Except as otherwise provided in this award, the provisions of the Crown Employees (Public Service Conditions of Employment) Award 2002 will apply.
- (c) The following awards, agreements and determinations apply to staff covered by this award:
 - (i) Crown Employees (Transferred Employees Compensation) Award.
 - (ii) Transferred Officers (Excess Rent Assistance) Agreement No 2354 of 1981.
- (d) Conditions of employment other than those fixed by this award are determined by the *Public Sector Employment and Management Act* 2002, the Public Sector Employment and Management (General) Regulation 1996 and the New South Wales Government Personnel Handbook.

11. Appointment

- (a) Positions will be graded using an accredited job evaluation system.
- (b) Except as provided in subclause (c), staff will be appointed to the first salary point in the grade of the position to which they are appointed.
- (c) The Director General may appoint a person at a higher salary level within the grade. In determining commencing salary, regard will be had to:
 - (i) The person's skills, experience and qualifications.
 - (ii) The rate required to attract the person, and
 - (iii) The remuneration of existing staff performing similar work.
- (d) Except as provided in the transitional provisions of this award, the essential qualifications for appointment to positions covered by this award will be:
 - (i) A degree in Food Science or equivalent qualification (as determined by the Director General) in respect of the Enforcement, Compliance and Technical Units; or
 - (ii) A degree in Environmental Health, Aquatic or Animal Health or equivalent qualification (as determined by the Director General) in respect of the Environmental Unit.
- (e) Except as provided in the transitional provisions of this award, the essential qualification requirement commenced on and from the date of operation of the Crown Employees (Safe Food Production NSW - Food Safety Officers) Award (337 IG 16), being 21 June 2002.

12. Salary Progression

There shall be 6 levels of Food Safety Officer, with salary levels as prescribed in Table 1.

- (a) Progression within each grade will be by annual increment, provided the supervisor is satisfied with the conduct and manner of performance of duties of the person concerned.

- (b) Incremental progression for all officers will be subject to a satisfactory performance report recommending progression.
- (c) The Director General may approve the accelerated progression of an officer through the incremental scale for the position occupied by the officer, in accordance with assessments made through a performance management system.
- (d) There will be competency barriers for progression from Trainee Food Safety Officer (Food Safety Officer Grade 1) to Food Safety Officer (Food Safety Officer Grade 2), and from Food Safety Officer to Senior Food Safety Officer (Food Safety Officer Grade 3) in the Compliance and Environmental Units.
- (e) Appointment to a position above Food Safety Officer Grade 3 in Compliance and Environmental Units will be by way of competitive selection to an advertised vacancy.
- (f) Appointment to a position above Food Safety Officer Grade 2 in Enforcement and Technical Units will be by way of competitive selection to an advertised vacancy.

13. Transitional Provisions

Employees will be transferred to the new scale in accordance with Schedule 2, Food Safety Officer - Transitional Provisions.

14. Performance and Competency Standard Development

- (a) The parties to this award will participate in ongoing discussions to further develop the staff covered by the award and the performance of NSW Food Authority. The Director General will provide training and work opportunities for staff development.
- (b) The parties will participate in:
 - (i) Development and review of the NSW Food Authority Performance Management and Development System.
 - (ii) Discussion and review of the qualifications, requirements and competencies detailed variously in clause 11, Appointment, clause 12, Salary Progression and Schedule 1 to this award to ensure that they conform with national food safety standards as they change and develop from time to time. These discussions will continue as a matter of priority.

15. Competency Assessment Panel

A Competency Assessment Panel will be formed consisting of the officers occupying the positions of Director, Operations Branch, and a Regional Operations Manager of the Compliance Unit, and a Principal Officer of the Technical Unit. The Panel will assess competency criteria of officers seeking progression from Trainee Food Safety Officer to Food Safety Officer or Food Safety Officer to Senior Food Safety Officer.

16. Appeals

- (a) An officer, who fails to satisfy the requirements of the competencies for progression from Trainee Food Safety Officer to Food Safety Officer or Food Safety Officer to Senior Food Safety Officer, as determined by the Competency Assessment Panel, may appeal the decision of that panel.
- (b) The officer, following the decision of the competency assessment panel, may lodge an appeal in writing with the Director General within ten (10) working days of the panel advising the officer of its decision. The appeal must set out the grounds for the appeal.
- (c) The Director General shall convene an Assessment Appeals Panel within ten (10) working days of an appeal being lodged and advise the officer of the members of the panel.

- (d) The Assessment Appeals Panel shall allow the appellant to appear before it during its determination of the appeal if so requested by the appellant.
- (e) The Director General shall advise the officer of the decision of the Assessment Appeals Panel within five (5) days of the appeal being heard.

17. Higher Duties Allowance

- (a) Staff directed to perform the duties of a higher position for more than five consecutive working days will be paid an allowance.
- (b) The allowance will be agreed following discussion with the staff member and will be a proportion of the difference between the staff member's salary and the salary for the minimum rate of the higher position depending on the range of duties undertaken and the level of responsibility accepted.

18. Home Office Allowance

The provisions of Clause 44 of the Crown Employees (Public Service Conditions of Employment) Award 2002 shall apply and monetary rates, as set out in Item 1 of Table 2 of Part B, Monetary Rates, shall be adjusted in line with variations to that award.

19. Garage and Carport Allowance

The provisions of Clause 51 of the Crown Employees (Public Service Conditions of Employment) Award 2002 shall apply and monetary rates, as set out in Item 2 of Table 2 of Part B, Monetary Rates, shall be adjusted in line with variations to that award.

20. Hours of Duty

The provisions of Clause 11 of the Crown Employees (Public Service Conditions of Employment) Award 2002 shall apply.

21. Overtime

- (a) A staff member may be directed by the Director General to work overtime, provided it is reasonable for the staff member to be required 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:
 - the staff member's prior commitments outside the workplace, particularly their family and carer responsibilities, community obligations or study arrangements;
 - any risk to staff member health and safety,
 - the flexibility of working hour arrangements having regard to the unusual requirements of this occupation and the clients of NSW Food Authority,
 - the urgency of the work to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
 - the notice (if any) given by the Director General regarding the working of overtime, and by the staff member of their intention to refuse overtime, or
 - any other relevant matter.
- (b) Payment for overtime shall be made only where the staff member works directed overtime.

- (c) The provisions of Clause 92, Overtime - General, of the Crown Employees (Public Service Conditions of Employment) Award 2002 shall apply.

22. Travelling Allowances

The provisions of Clauses 27 to 34 of the Crown Employees (Public Service Conditions of Employment) Award 2002 shall apply and monetary rates shall be adjusted in line with variations to that award.

23. On-Call Allowance

- (a) A staff member shall be:
- (i) Entitled to be paid the on-call allowance set out in Item 3 of Table 2 of Part B Monetary Rates when directed by NSW Food Authority to be on call outside the staff member's working hours;
 - (ii) If a staff member who is on call and is called out by NSW Food Authority, the overtime provisions of the Crown Employees (Public Service Conditions of Employment) Award 2002 shall apply to the time worked;
 - (iii) Where work problems are resolved without travel to the place of work whether on a weekday, weekend or public holiday, work performed shall be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes.
- (b) The provisions of Clause 46 of the Crown Employees (Public Service Conditions of Employment) Award 2002 shall apply and monetary rates shall be adjusted in line with variations to that award.

24. Consultative Arrangements

NSW Food Authority and the Association agree to continue consultation to ensure that the implementation of this award realises improvements in service delivery, productivity, efficiency and job satisfaction. The parties will consult on such issues as training and development, work environment, restructuring, job evaluation, performance management, succession planning, multi-skilling, and cross training in different food commodities.

25. Multi-Skilling

The parties to the award recognise that multi-skilling is a condition of this award. The parties agree that Food Safety Officers will undertake training and development activities as provided by NSW Food Authority from time to time.

26. Grievance and Dispute Settling Procedures

- (a) All grievances and disputes shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within NSW Food Authority, if required.
- (b) When a grievance or dispute arises at the workplace, the staff member(s) must attempt to resolve the issue with the person concerned in the first instance.
- (c) If this is not possible, the staff member refers the matter to their immediate supervisor or manager. The supervisor is to be given the opportunity to fully investigate the matter and must provide a written response to the matter. The supervisor will advise the staff members(s) concerned of the time by which an answer will be provided. Issues should be resolved within forty-eight hours (48) hours.
- (d) 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 Director General or delegate.

- (e) If the matter is not resolved between the staff member(s) and their immediate supervisor, or where the matter is of such a nature that direct discussion between the staff member(s) and their supervisor would not be appropriate, the staff member(s) shall notify the manager. The manager will attempt to resolve the matter. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Director General.
- (f) The Director General may refer the matter to the PEO for consideration.
- (g) If the matter remains unresolved, the Director General shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (h) A staff member may, at any stage, request to be represented by their union.
- (i) If the matter remains unresolved, NSW Food Authority and the Association agree that it may be referred to an appropriate independent arbitrator or mediator.
- (j) The staff member or the Association on their behalf, or the NSW Food Authority may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- (k) Nothing contained in these procedures will preclude NSW Food Authority and the Association from entering into direct negotiations on any matter.
- (l) Each stage is to be handled expeditiously.
- (m) Whilst these procedures or negotiations are continuing, no stoppage of work or any other form of limitation of work shall be applied.
- (n) NSW Food Authority and the Association reserve the right to vary this procedure where it is considered that a safety factor is involved.

27. Anti-Discrimination

- (a) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their 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 -

- (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."

28. Area, Incidence and Duration

- (a) This Award applies to staff as defined in clause 3, Definitions of Part A of this award.
- (b) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Safe Food Production NSW - Food Safety Officers) Award published 15 November 2002 (337 IG 16) and all variations thereof.
- (c) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 IG 359) take effect on and from 8 April 2005.
- (d) The award will remain in force until 21 June 2005, this being the term of the original award.

PART B**MONETARY RATES****Table 1 - Salaries**

Food Safety Officers				
Classification and Grades	1.7.03	1.7.04	1.7.05	1.7.06
	Per annum \$	Per annum +4% \$	Per annum +4% \$	Per annum +4% \$
Grade 1	40,177	41,784	43,455	45,193
	41,327	42,980	44,699	46,487
	43,044	44,766	46,557	48,419
Grade 2	45,645	47,471	49,370	51,345
	49,638	51,624	53,689	55,837
	56,013	58,254	60,584	63,007
Grade 3	60,270	62,681	65,188	67,796
	62,432	64,929	67,526	70,227
	65,731	68,360	71,094	73,938
Grade 4	68,641	71,387	74,242	77,212
	71,014	73,855	76,809	79,881
	74,593	77,577	80,680	83,907
Grade 5	78,290	81,422	84,679	88,066
	81,610	84,874	88,269	91,800
Grade 6	86,723	90,192	93,800	97,552
	90,543	94,165	97,932	101,849

Table 2 - Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	18	Home Office Allowance	678 per annum
2	19	Garage Allowance Carport Allowance	480 per annum 107 per annum
3	23	On-Call Allowance	65 cents per hour fpp 1.7.04; 68 cents per hour fpp 1.7.05; 71 cents fpp1.7.06

SCHEDULE 1

Food Safety Officer - Progression Requirements

The current NSW Food Authority International Standards Organisation (ISO) system assesses and documents staff competencies. A Competency Assessment Panel will consider the following progression criteria in the Compliance and Environmental Units.

The provisions of Clauses 15 and 16 of this award will apply in relation to progression requirements.

Progression from Trainee Food Safety Officer (FSO 1) to Food Safety Officer (FSO 2).

- (a) Degree in Food Science or equivalent qualification (as determined by the Director General) in respect of Compliance Unit, except as provided in the transitional provisions of this award.
- (b) Degree in Environmental Health, Aquatic or Animal Health or equivalent qualification (as determined by the Director General) in respect of Environmental Unit, except as provided in the transitional provisions of this award.
- (c) Demonstrated knowledge of industry and technology and two or more years experience in one or more of the following areas: dairy farms, dairy processing, meat slaughter and boning, meat processing, shellfish harvest depuration and shucking, and seafood processing.
- (d) Working knowledge of relevant Codes of Practice, Acts and Regulations, and Procedure Manuals.
- (e) Demonstrated knowledge of NSW Food Authority licensing system.
- (f) Good written and verbal communication skills and ability to communicate at various levels to advise, guide, explain and motivate industry personnel.
- (g) Driver's Licence.
- (h) Competence in the use of computers for preparation of reports and for electronic communication (word processing, Excel, Internet, e-mail, and, in respect of Environmental Unit, Access).
- (i) Demonstrated ability to conduct Food Safety and Quality System Audits and Inspections in respect of Compliance Unit.
- (j) Demonstrated ability to design and implement environmental monitoring programs in shellfish harvesting areas in respect of Environmental Unit.
- (k) Completed Food Safety Auditor's Course and meets auditor certification criteria in respect of Compliance Unit.

- (l) Completed recognised training in one or more of the following areas in respect of the Environmental Unit: geographic information systems (GIS), hydrology, depuration systems, epidemiology, marine algal biotoxins, virology or related disciplines.
- (m) Demonstrated capacity to organise time and work with minimal supervision.
- (n) Satisfactory completion of HACCP based training.

Progression from Food Safety Officer (FSO 2) to Senior Food Safety Officer (FSO 3).

- (a) High level of technical understanding of food safety issues.
- (b) Demonstrated knowledge of commodities in two or more food industries.
- (c) Detailed knowledge of Codes of Practice, Acts and Regulations and the intent of legislation.
- (d) Capacity to provide advice, training and education to industry and applicants.
- (e) High level of verbal and written communication skills.
- (f) Proven ability to provide comment or advice to NSW Food Authority on topical food safety issues.
- (g) Demonstrated ability to conduct investigations, collect evidence, conduct prosecutions, and gather information for reports.
- (h) Capacity to act as Lead Auditor in audits and make decisions on a range of technical matters in respect of Compliance Unit.
- (i) Capacity to interpret results of environmental monitoring programs (microbiological, phytoplankton, heavy metal and pesticide) and make decisions on related technical issues in respect of Environmental Unit.
- (j) Ability to provide constructive advice and guidance to Trainee Food Safety Officers and Food Safety Officers in a team environment.

SCHEDULE 2

Food Safety Officer - Transitional Provisions

Crown Employees (Safe Food Production NSW - Food Safety Officers) Award published 15 November 2002
(337 IG 16) made 21 June 2002.

- (a) These transitional arrangements will come into place on and from the date this award is made.
- (b) It is the intention of SafeFood to ensure no detriment in terms of salary or conditions accrues to any officer employed at the time of the making of this award.
- (c) Staff members of the former Meat, Dairy and Seafood Branches of SafeFood shall be placed onto the their current salary level or the next highest level nearest to their current salary. If an officer or employee has reached twelve months service on a particular salary level and a report from the supervisor indicates that service is satisfactory, the officer or employee shall be placed on the next highest level where such incremental progression is available.
- (d) For the purposes of these transitional provisions, officers of the former Dairy Branch employed at the time of the making of this award with educational qualifications acceptable for appointment as Food Safety Auditors or more senior positions by the former NSW Dairy Corporation will be deemed equivalent to the essential qualification requirements of this award specified at Clause 11 (d).

- (e) For the purposes of these transitional provisions, officers of the former Meat Branch employed at the time of the making of this award with educational qualifications acceptable for appointment as Auditors or more senior positions by the former Meat Industry Authority of New South Wales will be deemed equivalent to the essential qualification requirements of this award specified at Clause 11 (d).
- (f) For the purposes of these transitional provisions, officers of the former Seafood Branch employed at the time of the making of this award with educational qualifications acceptable for appointment by SafeFood will be deemed equivalent to the essential qualification requirements of this award specified at Clause 11 (d).
- (g) All officers employed by SafeFood at the time of the making of this award will be deemed eligible to apply for promotional positions within SafeFood as they arise from time to time in respect of Clause 11 (d) of this award.

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(1327)

SERIAL C3748

CROWN EMPLOYEES (OPERATIONAL STAFF - NSW AGRICULTURE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 682 of 2005)

Before The Honourable Mr Deputy President Harrison

4 May 2005

REVIEWED AWARD

PART A

Arrangement

PART A

Clause No.	Subject Matter
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PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Allowances

1. Title of the Award

- (i) This Award shall be known as the Crown Employees (Operational Staff - NSW Agriculture) Award.

2. Definitions

- (i) "Act" means - the *Public Sector Employment and Management Act 2002*.
- (ii) "Apprentice" means - an Apprentice employed in a trade covered by the Crown Employees (Skilled Trades) Award and Dairying Industry Employees (State) Award.
- (iii) "Association" means - the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales.
- (iv) "Department" means - the Department of Agriculture, as specified in Schedule 1 of the *Public Sector Management Act, 1988*. On 1 July 2004, NSW Agriculture was amalgamated as part of the formation of NSW Department of Primary Industries, as specified in Schedule 1, Departments, of the *Public Sector Employment and Management Act 2002*.
- (v) "Farm Assistant", "Livestock Attendant", "Senior Livestock Attendant", "Laboratory Craftsman" and "Senior Laboratory Craftsman" means - a member of staff who is appointed to a position designated as such.
- (vi) "Farm Supervisor" means - a member of staff who is appointed to a position designated as such.
- (vii) "Supervisor-Special Grade" means - an officer employed as a supervisor who, in the opinion of the Public Employment Office/Department, has special responsibilities involving supervision of another supervisor and more than one major field of activity.
- (viii) "Gardener-Tradesperson" means - an employee who has satisfactorily completed indentures in the industry of horticulture and gardening and holds the Horticulture Certificate of the Department of Technical and Further Education or a certificate of equal or higher status and is engaged as a tradesperson in horticulture, gardening, green keeping, floral decoration and all phases of allied works, such as rockery building, paving, landscaping and the like. Provided that an officer who at the time of the making of this Award has been appointed as a "gardener" under the Crown Employees (Operational Staff – Department of Agriculture) Award published 1 May 1998 (304 IG 750) and who through ongoing experience described, shall for the purpose of the Award be deemed to be a gardener tradesperson.
- (ix) "Gardener-experienced" means - an officer, not being a gardener-tradesperson, as defined, who is appointed to act as gardener in the absence of or unavailability of a gardener-tradesperson and who, by experience, is capable of performing gardening work to a satisfactory level.
- (x) "Gardener-labourer" means - an officer who is appointed to assist a gardener or to assist generally in gardening work and may be required to carry out under the supervision of a gardener any of the work set out in the definition of "gardener-tradesperson" and includes the operation of small petrol or electricity driven hand mowers and the like.
- (xi) "Gardener-labourer 1st class" means - a garden labourer who is capable of and required from time to time to drive and/or operates motorised tractor hauled or mechanical equipment used in gardening, tree lopping, paving, kerb making, rockery building and landscaping.
- (xii) "Handyperson" means - a member of staff who is appointed to a position designated as such and who carries out minor repairs and maintenance of farm buildings, structures and equipment.
- (xiii) "Job Evaluation" means - a methodology agreed to between the parties to grade Operational Staff positions under this Award.
- (xiv) "Leading Hand" means - a member of staff who is appointed to a position designated as such and who supervises a particular operation(s).

- (xv) "Prior Learning" means - recognising formal skills and experience.
- (xvi) "Maintenance Operator" means - a member of staff who is appointed to a position designated as such and who carries out repairs and maintenance of farm buildings, structures and equipment and is appointed to a position that requires possession of a trade qualification as a condition of employment.
- (xvii) "Maintenance Supervisor" means - a member of staff who is appointed to a position of Building Supervisor that requires possession of a trade qualification as a condition of employment.
- (xviii) "Member of Staff" for the purposes of this Award, means - a person employed as an officer on probation, or officer, employed in any capacity under the provisions of Part 2 of the Act, or a temporary employee employed under S.27 of the Act, who are classified under this Award, and employed in either a casual, part time or full time capacity.
- (xix) "Normal Work" normal work as defined in subclause (h) of Clause 15, Dispute Handling Procedures is defined as the duties and responsibilities relevant to the Statement of Duties, or Position Description of a member, or members of staff at the time of a Grievance, Dispute or Difficulty,
- (xx) "PEO" means - the Public Employment Office.
- (xxi) "Position" means - a position as dealt with in Section 9 of the *Public Sector Employment and Management Act 2002*.
- (xxii) "Public Service" means - the Public Service of New South Wales as defined in the *Public Sector Employment and Management Act 2002*.
- (xxiii) "Regulation" means - the Public Sector Employment and Management (General) Regulation, 1996.
- (xxiv) "Service" means - continuous service for salary purposes.
- (xxv) "Salary Rates" means - the ordinary time of pay for the member of staff's grading, excluding shift allowances, weekend penalties and all other allowances not regarded as salary.
- (xxvi) "Unions" means - The Australian Workers Union, New South Wales Branch, Australian Manufacturing Workers Union, New South Wales Branch, the Electrical Trades Union of Australia, New South Wales Branch, Communications, Electrical & Plumbing Union, Plumbing Division (NSW Branch); and the Construction, Forestry, Mining and Energy Union, New South Wales Branch.

3. Salaries

- (i) Subject to the provisions of the *Public Sector Employment and Management Act 2002* and the Regulations there under, the rates of salary as set out in Table 1 - Salaries, of Part B, Monetary Rates, shall be paid to members of staff appointed to the positions specified.
- (ii) Existing allowances payable for passing prescribed annual technical college examinations shall continue to be paid to apprentices in accordance with the Crown Employees (Skilled Trades) Award and Dairying Industry Employees (State) Award.
- (iii) The salary rates and allowances in Part B, Monetary Rates, of this Award, are set in accordance with the Crown Employees (Public Sector - Salaries 2004) Award and any variation or replacement award.

4. Saving of Rights

- (i) No member of staff employed in the Department under another award, agreement, or determination on 27 March 1997, or thereafter, who is re-classified under this award shall receive a salary which is less than the salary received under the member of staff's former award, agreement or determination.

5. Minimum Qualification Requirements & Commencing Rates

- (i) The commencing rate of pay for a member of staff who is appointed to a position of Farm Assistant shall be the rate of pay prescribed for Grade 1, Step 1.
- (ii) The commencing rate of pay for a member of staff who is appointed to a position of Operator (Prickly Pear) shall be the rate of pay prescribed for Grade 1, Step 1.
- (iii) The commencing rate of pay for a member of staff who is appointed to a position of Garden Labourer shall be the rate of pay prescribed for Grade 1, Step 1.
- (iv) The commencing rate of pay for a member of staff who is appointed to a position of Handyman shall be the rate of pay prescribed for Grade 1, Step 3.
- (v) The commencing rate of pay for a member of staff who is appointed to a position of Garden Labourer 1st Class shall be the rate of pay prescribed for Grade 1, Step 3.
- (vi) Except as provided by Clause 19 (iii) of this Award the commencing rate of pay for a member of staff who is appointed to a position of Leading Hand shall be the rate of pay prescribed for Grade 2, Step 1.
- (vii) The commencing rate of pay for a member of staff who is appointed to a position of Gardener-Experienced shall be the rate of pay prescribed for Grade 2, Step 1.
- (viii) The commencing rate of pay for a member of staff who is appointed to a position of Maintenance Operator and who possesses a trade qualification, other than plumbing or electrical, shall be the rate of pay prescribed for Grade 2, Step 2.
- (ix) The commencing rate of pay for a member of staff who is appointed to a position of Supervisor (Prickly Pear) shall be the rate of pay prescribed for the second year of service for Grade 2, Step 2.
- (x) The commencing rate of pay for a member of staff who is appointed to a position of Maintenance Operator and who possesses a plumbing trade qualification, shall be the rate of pay prescribed for Grade 2, Step 3.
- (xi) The commencing rate of pay for a member who is appointed to a position of Gardener-tradesperson shall be the rate of pay prescribed for Grade 2, Step 3.
- (xii) The commencing rate of pay for a member of staff who is appointed to a position of Maintenance Operator and who possesses an electrical trade qualification shall be the rate of pay prescribed for Grade 3, Step 1.
- (xiii) The commencing rate of pay for a member of staff who is appointed to a position of Fitter Operator shall be the rate of pay prescribed for Grade 3, Step 3 (however, this rate must not fall below the prescribed rate under the Crown Employee (General Staff Salaries) Award 2003).
- (xiv) The commencing rate of pay for a member of staff who is appointed to a position of Farm Supervisor of a B Grade Research Station shall be the rate of pay prescribed for Grade 4, Step 1.
- (xv) The commencing rate of pay for a member of staff who is appointed to a position of Farm Supervisor of an A Grade Research Station shall be the rate of pay prescribed for Grade 5, Step 1.
- (xvi) The commencing rate of pay for a member of staff who is appointed to a position of Gardener Supervisor shall be the rate of pay prescribed for Grade 5, Step 2.
- (xvii) The commencing rate of pay for a member of staff who is appointed to a position of Gardener Supervisor Special Grade shall be the rate of pay prescribed for Grade 5, Step 3.

- (xviii) The commencing rate of pay for a member of staff who is appointed to a position of Maintenance Supervisor shall be the rate of pay prescribed for Grade 6, Step 1.

6. Promotional Criteria

- (i) Promotion between grades shall be by appointment subject to the occurrence of a vacancy and by a competitive selection process.
- (ii) Movement within the incremental range of a grade shall be subject to the acquisition of relevant National Competency Points at the required Australian Qualification Framework (AQF) Level necessary to justify progression to that higher salary level. The specific progression requirements are set out in the NSW Agriculture Operational Staff Workplace Assessment and Progression Handbook.

7. Allowances

- (i) A member of staff employed upon any chokage and who is required to open up any soil pipe, waste pipe, drain pipe or pump conveying offensive material or a scupper containing sewerage or if the member of staff is required to work in a septic tank in operation, shall be paid an additional amount per day or part of a day as set out in Item 1 of Table 2 - Allowances, of Part B, Monetary Rates.
- (ii) A Maintenance Supervisor or a Maintenance Operator who, as a condition of their employment, is required to possess and use a trade licence shall, in addition to the rate of pay prescribed in Clause 3, Salaries, be paid any of the allowances as set out in Item 2 of Table 2 as is deemed appropriate.
- (iii) A Maintenance Supervisor, Maintenance Operator or an Apprentice who, as a condition of their employment, is required to provide their normal tools of trade shall, in addition to the rate of pay prescribed in Clause 3, Salaries, be paid the allowance as set out in Item 3 of Table 2 as is deemed appropriate.

Part-time and casual employees shall be paid the hourly equivalent of the abovementioned rates respectively, calculated as follows:

$$\frac{\text{Appropriate annual allowance}}{52.17857143} \times \frac{1}{38}$$

- (iv) Any Operational Staff member Grade 2 or above who retains the Leading Hand Allowance as a result of operation of the transitional arrangements prescribed by Clause 19(i) of this Award shall, in addition to the appropriate rate of pay prescribed in Clause 3, Salaries, be paid an allowance as set out in Item 4 of Table 2 - Allowances, of Part B, Monetary Rates. That allowance is to be superable and is to be regarded as salary for all purposes.
- (v) Staff who are required to work a broken shift shall be paid an amount per day extra as set out in Item 5 of Table 2 - Allowances, of Part B, Monetary Rates.
- (vi) An Operational Staff member shall be paid the appropriate working dog allowance as set out in Item 6 of Table 2 - Allowances, of Part B Monetary Rates where the relevant Research Station Manager certifies that the use of staff member's working dog(s) is/are necessary for the efficient conduct of the station's operations.
- (vii)
- (a) A Staff member appointed as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such Staff member as specified in Item 7 of Table 2 - Allowances, of Part B Monetary Rates.
- (b) The First Aid Allowance shall not be paid during extended leave or any other continuous period of leave which exceeds four weeks.

- (c) When the First Aid Officer is absent on leave for one week or more and another qualified Staff member is selected to relieve in the First Aid Officer's position, such Staff member shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- (viii) An employee required to work more than one and one half hours after the ordinary ceasing time shall be provided with a meal or be paid the appropriate Overtime Meal Allowance as set out Item 8 of Table 2 - Allowances, of Part B Monetary Rates for such a meal and after the completion of each four hours of continuous overtime thereafter shall be paid the appropriate rate as set out in Item 8 of Table 2 - Allowances, of Part B Monetary Rates for each subsequent meal in addition to his overtime payment.
- (ix) A Maintenance Operator required to hold and act upon a First Class Refrigeration Certification issued by the Department of Industrial Relations shall be paid the rate as set out in Item 9 of Table 2 - Allowances, of Part B Monetary Rates.

8. Review of Allowances Payable in Terms of This Award

- (i) Adjustment of Allowances - Allowances contained in this award shall be reviewed as follows:
 - (a) Allowances payable in terms of Clauses listed in this paragraph shall be reviewed in accordance with variations to the Crown Employees (Public Sector - Salaries 2004) Award or any replacement award;
 - Clause 7 (i), Chokage Allowances;
 - Clause 7 (ii), Licence and Registration Allowances;
 - Clause 7 (iv), Leading Hand Allowance;
 - Clause 7 (v), Broken Shift Allowances;
 - Clause 7 (vii), First Aid Allowances;
 - Clause 7 (ix), Refrigeration Allowance.
 - (b) Allowances payable in terms of Clauses listed in this paragraph shall be reviewed in accordance with variations to the Crown Employees (Skilled Trades) Award, or any replacement award
 - Clause 7 (iii), Tool Allowances.
 - (c) Overtime Meal Allowances payable in terms of Clause 7 (viii) shall be reviewed in accordance with variations to Meal Allowances prescribed by the Crown Employees (Skilled Trades) Award.
- (ii) Dog Allowances payable in terms of Clause 7 (vi) shall be adjusted on 1 January each year in line with the increases in the Consumer Price Index for Sydney during the preceding calendar year.

9. Hours of Work - Day Work

- (i) The ordinary working hours shall be thirty-eight per week and shall be worked in accordance with the following provisions for a four-week work cycle:
 - (a) Except in the case of staff engaged in attending livestock, the ordinary working hours shall be worked as a twenty-day four-week cycle Monday to Friday, inclusive, with nineteen working days of eight hours each between the hours of 6:00 am and 6:00 pm, with 0.4 of one hour on each day worked accruing as an entitlement to take one rostered day off in each work cycle as a day off paid for as though worked.

- (b) The ordinary working hours of staff engaged in attending livestock shall be worked as a twenty day, four week cycle of five days per week during the period Monday to Saturday inclusive within nineteen working days of eight hours each between the hours of 6:00 am and 6:00 pm, with 0.4 of one hour on each day worked accruing as an entitlement to take one rostered day off in each work cycle as a day off paid for as though worked.
- (c) The rostered day off shall be a Monday or a Friday within the working cycle provided that by agreement of the Department and the member of staff, the rostered day off may be taken on any other day within the work cycle or accrued as an entitlement for a day off to be taken in a subsequent work cycle.

Provided further that no member of staff shall be entitled to accrue more than six rostered days off under the terms of this subsection. All rostered days off shall be taken by the member of staff as leisure days off, and except as provided for in this subsection, no work shall be performed by a member of staff on their rostered off day or days.

- (d) A roster of days off (provided for under this subsection) for each member of staff shall be notified to staff prior to the commencement of each working cycle. Unless otherwise decided by mutual agreement staff shall be provided with seven (7) working days notice of a change in roster, provided that, in the case of an emergency situation, forty-eight (48) hours notice of a change in roster may be given by the Department.
- (e) Where such rostered day off prescribed by this subclause falls on a public holiday as prescribed in the Crown Employees (Public Service Conditions of Employment) Award 2002, the next working day shall be taken in lieu of the rostered day off unless an alternative day in that four-week cycle (or the next four-week cycle) is agreed in writing between the Department and the member of staff.
- (f) Each day of paid leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- (g) A member of staff who has not worked a complete four-week cycle, shall receive pro-rata accrued entitlements for each day worked (or each fraction of a day worked) or regarded as having been worked in such cycle, payable for the rostered day off or, in the case of termination of employment, on termination.
- (h) Staff shall commence and cease work at their headquarters or other usual or constant location or as otherwise reasonably directed by the Department.
- (i) Staff shall be entitled to a meal break each day of not less than half an hour in duration provided that the said meal break shall be taken between 11:30 am and 1:30 pm at a time convenient to the Department.
- (j) A tea break during the morning period of not more than twenty minutes duration shall be allowed to each individual member of staff, at a time to be arranged by the Department without deduction from their salaries. The Department may grant a tea break of not more than ten minutes duration during both the morning and afternoon periods of the working day in lieu of 20 minute morning tea break.

10. Hours of Work - Shift Work

- (i) The ordinary working hours for shift work shall be thirty-eight per week and shall be worked in accordance with the following provisions for a four-week work cycle:
 - (a) The ordinary working hours for shift work shall be worked as twenty-day four-week cycle of five days per week during the period Monday to Sunday inclusive (except broken shifts) with nineteen working days of eight hours each, with 0.4 of one hour on each shift accruing as an

entitlement to take one rostered shift off in each work cycle as a shift off paid for as though worked.

- (b) The rostered shift off shall be Monday or a Friday within the working cycle provided that by agreement of the Department and the member of staff the rostered shift off may be taken on any other day within the work cycle or accrued as an entitlement for a shift off to be taken in a subsequent work cycle. Provided further, that no member of staff shall be entitled to accrue more than six shifts off under the terms of this subsection. All rostered shifts off shall be taken by the member of staff as a leisure day off, and except as provided for in this subsection no work shall be performed by a member of staff on their rostered off shift or shifts.
- (c) A roster of shifts off (provided for under this subsection) for each member of staff shall be notified to employees prior to the commencement of each working cycle. Unless otherwise decided by mutual agreement staff shall be provided with seven (7) working shifts notice of change in roster provided that in the case of an emergency situation, forty-eight (48) hours notice of change in roster may be given by the Department.
- (d) Where such rostered shift off prescribed by this subclause falls on a public holiday as defined in the Crown Employees (Public Service Conditions of Employment) Award 2002, the next working day shall be taken in lieu of the rostered shift off unless an alternative day in that four-week cycle (or the next four-week cycle) is agreed in writing between the employer and the member of staff.
- (e) Each shift of paid leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a shift worked for accrual purposes.
- (f) A member of staff who has not worked a complete four-week cycle shall receive pro-rata accrued entitlements for each shift worked (or each fraction of a shift worked) or regarded as having been worked in such cycle, payable for the rostered shift off or, in the case of termination of employment, on termination.
- (g) Shift workers shall be allowed a meal break of at least twenty minutes which shall be counted as time worked at a time convenient to the Department.

(ii) Shift Allowances

Shift workers shall be paid the following shift allowances:

Shift	Commencing Time	Allowance in Addition to Ordinary Rate
Day	at or after 6am	Nil
Afternoon	at or after 10am and before 1pm	10%
Afternoon	at or after 1pm and before 4pm	12½%
Night	at or after 4pm and before 4am	15%
Night	at or after 4am and before 6am	10%

Provided that shift allowances shall not be paid in respect of work done at weekends or on public holidays.

(iii) Penalty Rates

Shift workers shall be paid the following rates in respect of work done at weekends or on public holidays.

- (a) Weekends

The rate payable to shift workers for work done between midnight Friday and midnight Saturday shall be ordinary time and a half. The rate payable to shift workers for work done between midnight Saturday and midnight Sunday shall be ordinary time and three quarters.

(b) Public Holidays

The rate payable to shift workers for work done on a public holiday shall be double time and a half.

- (iv) Staff, other than Operational Staff involved in Dairy Operations, shall not be required to work shift work without the prior agreement of the Association or the appropriate Union.

11. Overtime

- (i) For the purposes of this award, the Department Head or a person authorised by the appropriate Department Head, may require a public servant to perform duty beyond the hours determined under Clause 9 Hours of Work - Day Work and Clause 10 Hours of Work - Shift Work of this award, but only if it is not unreasonable for the public servant to be required to do so. A staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:

- (a) the staff member's prior commitments outside the workplace, particularly the staff members family and carer responsibilities, community obligations or study arrangements;
- (b) any risk to staff member health and safety;
- (c) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
- (d) the notice (if any) given by the Department Head regarding the working of the overtime, and by the staff member of their intentions to refuse overtime; or
- (e) any other relevant matter.

- (ii) Except as hereinafter provided, overtime at the rate of time and one half for the first two hours and double time thereafter shall be paid for all time worked:

- (a) in excess of the daily number of rostered hours in one day; or
- (b) outside the limits of Clauses 9 and 10, Hours of Work.

- (iii) Except as provided for in Clause 10, all work performed on Sundays and Public Holidays shall be paid for at the rate of double time and double time and a half respectively. A member of staff required to work on a Sunday or Public Holiday shall receive a minimum payment of 4 hours pay at the rate of double time or double time and a half respectively.

- (iv) In calculating overtime rates, the allowances referred to in Clause 10 of the award shall be disregarded.

- (v) A member of staff recalled to work overtime after 6:00 pm on any day other than a Sunday or Public Holiday shall receive a minimum payment of 4 hours pay at the appropriate overtime rate. On each recall the member of staff may be required to work 4 hours.

- (vi) A member of staff who works so much overtime-

- (a) between the termination of their ordinary work day or shift, and the commencement of their ordinary work in the next day or shift, that the member of staff has not had at least ten consecutive hours off duty between these times;

- (b) or on Saturdays, Sundays and Holidays, not being ordinary working days or on a rostered day off, without having had ten consecutive hours off duty in the twenty-four hours preceding their ordinary commencing time on their next ordinary day or shift, shall, subject to this subclause, be released after completion of such overtime until the member of staff has had ten hours off duty without loss of pay for ordinary working time occurring during such absence.

Provided that, if on the instructions of the Department, such a member of staff resumes, or continues to work, without having had such ten consecutive hours off duty the member of staff shall be paid at double rates until released from duty for the ten hour period and shall then be entitled to be absent until the member of staff has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (c) The provisions of this subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked-
- (1) For the purpose of changing shift rosters, or
 - (2) Where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker, or
 - (3) Where a shift is worked by arrangement between the staff themselves.
- (vii) A member of staff who is required to work overtime for two hours or more after the normal ceasing time shall be allowed, at the expiration of the said two hours, 30 minutes for a meal or crib and thereafter a similar time allowance after every four hours of overtime worked. Time for meals or crib through overtime periods shall be allowed without loss of pay, provided that overtime work continues after such break.
- (viii) Where overtime is worked on a Saturday, if work continues after 12 noon, a break for a meal of 30 minutes shall be allowed between 12 noon and 1pm which meal break shall be taken without loss of pay.
- (ix) Saturday Work - Day Workers All ordinary time worked on Saturdays in accordance with Clause 10 (ii) of this Award shall be paid for at the rate of time and a half.
- (x) Leave in Lieu of Payment A member of staff approved to work overtime may, within two working days following such work, elect to take leave in lieu of payment for all or part of the entitlement in respect of the time so worked. Such leave in lieu shall accrue at the rates specified for overtime in this Award i.e., such leave in lieu shall accrue at the equivalent computed overtime rate.

Provided that:

- (a) Where the member of staff elects to receive leave in lieu of payment such leave in lieu shall be taken at the convenience of the Department.
 - (b) Such leave in lieu shall be taken in multiples of quarter day only.
 - (c) Subject to the convenience of the Department, leave in lieu shall be taken within three months of the date accrual, except in the case of leave in lieu in respect of work performed on a public holiday, in which case an officer may elect to have such leave in lieu added to annual leave credits.
 - (d) A member of staff shall be entitled to payment for the balance of any overtime entitlement not taken as leave in lieu.
- (xi) Wherever practicable, overtime at each Station/Centre/Institute will be equitably shared between members of staff on the classification required to work such overtime.

12. Public Service Holiday

- (i) The Public Service holiday as prescribed by Clause 14 part 3 of the Public Sector Employment and Management (General) Regulation of 1996, shall be a Public Service Holiday/Union Picnic Day for staff covered by this Award and shall be in lieu of any other Picnic Day.
- (ii) All staff shall, as far as practicable, be given and shall take this day as the Public Service Holiday/Union Picnic Day and shall be paid therefore as for eight hours' work at the rate prescribed in Clause 3, Salaries, of this Award. Any staff required to work on such day shall be paid at the rate of double time and a half for not less than four hours' work. Provided that a member of staff who is required to work on the Public Service Holiday/Union Picnic Day and who fails to comply with such requirement shall not be entitled to payment for the day.

13. Job Evaluation

- (i) Positions classified as Operational Staff shall be graded in accordance with the accredited Job Evaluation methodology agreed by the Department, PEO and Associations/Unions, or any other methodology agreed between the parties during the operation of this Award to grade Operational Staff positions.
- (ii) The grading of Operational Staff positions shall be carried out in consultation between the Department and Associations/Unions using the Department's Joint Consultative Committee. This Committee shall be the forum for negotiation and consultation on the operation of the Department's Job Evaluation methodology during the operation of this Award.
- (iii) Positions will be evaluated and graded from time to time in the following circumstances:
 - (a) where the nature of a position is significantly changed, or a new position is created.
 - (b) where a position falls vacant, the Department can determine whether it is necessary to evaluate and grade the position prior to advertising the vacancy.
 - (c) at the request of any party to this Award provided that the position occupied by the member of staff has not been evaluated and graded for a minimum of twelve (12) months.

Where a member of staff's position is evaluated as falling within a lower or higher grading than that to which the member of staff is presently appointed, then the Department:

- (a) will examine the feasibility of initiating work redesign changes to the position in order to seek to justify the position's salary range at its existing grading level, or;
- (b) adhere to existing statutory and related Public Service policies on filling regraded positions if initiating action under subclause (a) is determined to be inconsistent with maintaining Department efficiency, or otherwise impracticable.

14. Appeals Mechanism

- (i) A member of staff of the Department shall have the right to appeal any decision made by the Department in relation to their performance assessment review.
- (ii) Officers shall submit a written submission outlining their case to the Director, Human Resources within 28 days of the decision being appealed.

- (iii) The Director, Human Resources shall constitute an appeals committee made up of one Management representative (who shall not be the appellant's immediate supervisor), one relevant Association/Union representative and one peer that is acceptable to both Management and the Association/Union.
- (iv) The appeal shall be heard within 28 days of it being lodged and the recommendation of the committee shall be forwarded to the Director-General or nominee for decision.
- (v) The decision of the Director-General or nominee shall be forwarded to the member of staff concerned within 7 working days of the appeal being heard.

15. Dispute Handling Procedures

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

16. Deduction of Union Membership Fees

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

17. Anti-Discrimination

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

18. Public Holidays

Operational Staff shall be entitled to the following public holidays without loss of salary:

New Years Day

Australia Day

Good Friday

Easter Monday

Anzac Day

Queen's Birthday

Labour Day

Christmas Day

Boxing Day

And Public Service Holiday (i.e. day between Boxing Day and New Years Day to be determined by the Department Head).

and any other proclaimed or gazetted holiday for the State of New South Wales.

19. Transitional Arrangements

- (i) Any Operational Staff member Grade 2 or above who receives the Leading Hand Allowance as at the date of the first advertisement of the substantive positions of Leading Hand established by this Award will not be financially disadvantaged in the following circumstances:
 - (a) where successful in their application for a position of Leading Hand;
 - (b) where unsuccessful in the application for a position of Leading Hand; or
 - (c) where no application is made for a position of Leading Hand.

Such staff shall retain their existing allowance until they retire, resign or are promoted. The Leading Hand allowance payable to such staff will continue to be adjusted as prescribed by Clause 8, Review of Allowances. Such staff who do not occupy a substantive position of Leading Hand, but who retain the Leading Hand Allowance can be called upon to perform Leading Hand duties as the need arises whilst in receipt of this allowance. In all other situations payment of the Leading Hand Allowance will cease with the substantive appointment of Leading Hands at the respective locations.

- (ii) Trade based Operational Staff who are appointed to substantive Leading Hand positions can be required to perform duties associated with the trade(s) they possess in addition to their Leading Hand duties.
- (iii) Any Operational Staff member Grade 1 who received a Leading Hand Allowance immediately prior to being appointed to a substantive position of Leading Hand would commence on Grade 2, Step 2 to avoid any salary reduction arising from the cessation of the Leading Hand Allowance and progress thereafter subject to the agreed competency based progression criteria.

20. Area, Incidence and Duration

This award shall apply to each member of staff described as Operational Staff members in Clause 2, Definitions of this Award.

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Operational Staff - NSW Agriculture) Award published 15 November 2002 (337 I.G. 1) as varied.

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 Commissioner of New South Wales on 28 April 1999 (310IG 369) take effect on and from 4 May 2005.

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

PART B

MONETARY RATES

Table 1 - Salaries

(A) Full time (Annual Rate)		1.7.03 Per Annum \$	1.7.04 Per Annum +4%	1.7.05 Per Annum +4%	1.7.06 Per Annum +4%
Junior	Under 17 at 17 years	22,366 27,158	23,261 28,244	24,191 29,374	25,159 30,549
Grade 1	Step 1	31,950	33,228	34,557	35,939
	Step 2	33,132	34,457	35,835	37,268
	Step 3	34,027	35,388	36,804	38,276
	Step 4	35,209	36,617	38,082	39,605
Grade 2	Step 1	36,190	37,638	39,144	40,710
	Step 2	37,221	38,710	40,258	41,868
	Step 3	38,627	40,172	41,779	43,450
	Step 4	39,594	41,178	42,825	44,538
Grade 3	Step 1	39,594	41,178	42,825	44,538
	Step 2	41,153	42,799	44,511	46,291
	Step 3	42,254	43,944	45,702	47,530
Grade 4	Step 1	43,449	45,187	46,994	48,874
	Step 2	45,142	46,948	48,826	50,779
	Step 3	46,570	48,433	50,370	52,385
Grade 5	Step 1	46,570	48,433	50,370	52,385
	Step 2	47,978	49,897	51,893	53,969
	Step 3	49,868	51,864	53,939	56,097
Grade 6	Step 1	51,324	53,377	55,512	57,732
	Step 2	52,827	54,940	57,138	59,424
	Step 3	54,921	57,118	59,403	61,779
(B) Apprentices Full-time (Weekly Rate)		Per Week \$			
Year 1		319.80	332.60	345.90	359.00
Year 2		422.10	439.00	456.60	474.90
Year 3		537.90	559.40	581.80	605.10
Year 4		611.30	635.80	661.20	687.60

(1635)

SERIAL C3747

**CROWN EMPLOYEES (NSW DEPARTMENT OF TOURISM, SPORT
AND RECREATION CENTRES AND ACADEMY MANAGERS)
AWARD 2005**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 681 of 2005)

Before The Honourable Mr Deputy President Harrison

8 April 2005

REVIEWED AWARD**Arrangement**

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Parties
4.	Classifications
5.	Salaries
6.	General Conditions of Employment
7.	Hours of Duty
8.	Residential Requirements
9.	Compensation for On-Call, Out-of-Hours, Weekend and Public Holiday Duty
10.	Annual Leave Loading
11.	Deduction of Union Membership Fees
12.	Anti-Discrimination
13.	Grievance and Dispute Resolution Procedures
14.	No Extra Claims
15.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Annual Allowance

APPENDIX 1

Centre and Academy Locations

1. Title

- 1.1 This award will be known as the Crown Employees (NSW Department of Tourism, Sport and Recreation Centres and Academy Managers) Award 2005.

2. Definitions

"Academy" refers specifically to the Sydney Academy of Sport and Recreation at Narrabeen (as listed at Appendix 1) which is responsible for the development of elite and talented athletes as well as operating as a centre. Instruction is also provided in outdoor education, sport and recreation for all members of the community.

"Assistant General Manager" refers to an officer occupying a position of Assistant General Manager in a Centre or the Academy.

"Centre" refers to a departmental residential or non-residential venue (as listed at Appendix 1). It also includes any place designated as part of, or as annex to, such a venue.

"Director-General" refers to the Director-General of the NSW Department of Tourism, Sport and Recreation.

"Department" refers to the NSW Department of Tourism, Sport and Recreation.

"Events Manager" refers to an officer occupying a position of Events Manager at the Sydney International Equestrian Centre (SIEC)

"General Manager" refers to an officer occupying a position of General Manager in a residential Centre or Academy.

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

"Operations Manager" refers to an officer occupying a position of Operations Manager at the Sydney International Equestrian Centre (SIEC) or the Sydney International Shooting Centre (SISC).

"Service" refers to continuous service with the Department in a position covered by the award.

"Service Co-ordinator" refers to an officer occupying a position of Service Co-ordinator in a Centre or Academy.

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

"Venue Manager" refers to an officer occupying a position of Venue Manager at the Sydney International Equestrian Centre (SIEC) or the Sydney International Shooting Centre (SISC)

3. Parties

- 3.1 This award has been made between the following parties:

Public Employment Office

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

NSW Department of Tourism, Sport and Recreation

4. Classifications

4.1 The classification and grade of the positions covered by this award are:

General Manager (Sydney Academy of Sport and Recreation), Clerk Grade 11/12
General Manager (Jindabyne Sport and Recreation Centre), Clerk Grade 11/12

General Manager (Centres), Clerk Grade 9/10

Venue Manager (Sydney International Equestrian Centre), Clerk Grade 9/10

Venue Manager (Sydney International Shooting Centre), Clerk Grade 9/10

Assistant General Manager Services (Sydney Academy of Sport and Recreation), Clerk Grade 9/10

Assistant General Manager (Centres), Clerk Grade 7/8

Operations Manager (Sydney International Equestrian Centre), Clerk Grade 7/8

Operations Manager (Sydney International Shooting Centre), Clerk Grade 7/8

Events Manager (Sydney International Equestrian Centre), Clerk Grade 7/8

Service Co-ordinator, Clerk Grade 4/5

Positions at Centres or the Academy which have rostered and/or on-call responsibilities as determined by the relevant Director excluding Program Staff, Catering Officers and Services Officers

5. Salaries

5.1 Salary rates applicable to classifications covered by this award will be payable in accordance with Table 1 - Salaries, of Part B, Monetary Rates.

5.2 Salary rates provided for in this award shall be adjusted in accordance with the Crown Employees (Public Sector - Salaries 2004) Award, as varied, or any award made replacing the said award.

6. General Conditions of Employment

6.1 Officers shall be entitled to conditions of employment as set out in this award or, where this award is silent, conditions of employment as provided for under the Public Sector Employment and Management Act 2002 and Regulations and the Crown Employees (Public Service Conditions of Employment) Award 2002, as varied.

7. Hours of Duty

6.1 The contract working hours will be 35 hours per week averaged over a four week period. Rostered hours of duty may include any day of the week including Saturday, Sunday and public holidays.

6.2 Officers shall be rostered for 19 days within a four week roster cycle.

6.3 Officers shall not be rostered for more than 10 consecutive calendar days over any period.

6.4 Officers are entitled to nine days rostered off duty including a minimum of two x two consecutive rostered days off in any four week roster period. Where it is not possible to roster 9 days off in a four week roster period, the days not taken may be carried over and utilised in the next roster period. If not taken in the next roster cycle, the entitlement shall be forfeited.

6.5 Hours of duty shall be determined by way of roster, which shall be displayed in an area available to all officers not less than seven days prior to the commencement of the four week roster cycle.

- 6.6 Weekend and public holiday duty is based on client demand at the Centre or Academy and shall be allocated equitably between the Officers covered by this Award.

8. Residential Requirements

- 8.1 Officers employed under this Award at residential venues may be required to reside on-site. However, the Director Centres has the authority to consider exemptions from this requirement.
- 8.2 The manner in which accommodation and food/meals are administered for officers shall be consistent with the Department's Sport and Recreation Centres and Academies of Sport Accommodation and Meals Policy.

9. Compensation for on-Call, Out-of-Hours, Weekend and Public Holiday Duty.

- 9.1 Officers are entitled to an annual allowance as specified in Table 2 - Annual Allowance, of Part B, Monetary Rates, and 25 days' recreation leave as compensation for out-of-hours, weekend and public holiday work, for being on-call and for duty undertaken after being "called" for duty. Recreation leave will be administered consistent with general public sector provisions.
- 9.2 The annual allowance will be adjusted in accordance with the Crown Employees (Public Sector - Salaries 2004) Award as varied, or any award made replacing the said award.
- 9.3 "On call" is defined as being available for additional duties, when not on duty performing rostered weekly contract hours. Officers are required to be on call to perform such additional duties (e.g. emergencies) on a rostered basis.
- 9.4 On-call duty shall be rostered equitably at each Centre or Academy between the officers covered by this Award.
- 9.5 A General Manager of a residential venue may call for expressions of interest from staff who wish to be considered as alternative on-call staff. This may only be instituted on a long-term basis where there are only two positions covered by this award in the staffing structure. No alternative member of staff can be forced to assume on-call responsibilities. Any such arrangement must be by agreement between the individual employee and the General Manager and will be subject to the approval of the Director, Centres. The Director Centres will determine if the nominated staff member is required to reside on-site.
- 9.6 On-call allowance may also be paid on a short-term temporary basis when the normal recipient is on leave for a period of at least one week. The allowance is payable for the whole period of leave and not only for those days that the temporary recipient is rostered on-call.
- 9.7 All on-call conditions as determined by this clause shall apply to those officers elected. If a staff member already receives an allowance for similar after-hours responsibilities under another industrial instrument, the total of their on-call duties will not exceed the total of their duties under the first instrument.
- 9.8 Officers required to be called for duty whilst not rostered on duty and not rostered on call shall be entitled to the equivalent time off within the roster period. Where it is not possible for time off within that period, the time may be carried forward to the next roster period and must be taken in that period.
- 9.9 The annual allowance is an all-inclusive payment that represents compensation for all incidences of employment. No additional entitlement accrues for officers who are called to perform duty whilst on call.

10. Annual Leave Loading

- 10.1 Officers are entitled to an annual leave loading of 17.5% calculated on four weeks annual leave.

11. Deduction of Union Membership Fees

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

12. Anti-Discrimination

- 12.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 12.2 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.
- 12.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 12.4 Nothing in this clause is to be taken to affect:
- (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.
- 12.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 12.6 The Department and its employees may also be subject to Commonwealth anti-discrimination legislation.

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

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

13. Grievance and Dispute Resolution Procedures

13.1 The aim of this procedure is to ensure that, during the life of this award, industrial disputes are prevented, or resolved as quickly as possible, at the level they occur within the workplace. For the purpose of this procedure, industrial disputes are distinguished from grievances which are to be dealt with under the Department's grievance handling procedures.

13.2

- (a) In the first instance, the officer(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.
- (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 officer to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- (c) The immediate supervisor, or other appropriate officer shall convene a meeting in order to resolve the grievance/dispute within 48 hours (two (2) working days), or as soon as practicable, of the matter being brought to attention.
- (d) If the matter remains unresolved, the matter shall be further discussed by the officer(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 (c).
- (e) If the matter remains unresolved and the officer(s) is/are union members, it should be discussed/negotiated between representatives of the union, and relevant senior management of the department. These actions should take place as soon as it is apparent that the earlier discussions will not resolve the grievance/dispute. 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 (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.

14. No Extra Claims

14.1 Parties to this award undertake that, for the period of this award, they will not pursue any extra claims, except those allowed under section 17(3) of the *Industrial Relations Act 1996*.

15. Area, Incidence and Duration

- 15.1 This award shall apply to all officers employed by the Department of Tourism, Sport and Recreation who, at the operative date of this award, are employed in the positions specified in Clause 4, Classifications, of this award.
- 15.2 The employees covered by this award are employed in terms of the *Public Sector Employment and Management Act 2002* and, to the extent that this award is silent, will be covered by the provisions of that Act and associated Regulations and the Crown Employees (Public Service Conditions of Employment) Award 2002, as varied.
- 15.3 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Department of Tourism, Sport and Recreation Centres and Academy Managers) Award 2002 published 8 November 2002 (336 IG 1108) and all variations thereof.
- 15.4 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 IG 359) take effect on and from 8 April 2005.
- 15.5 The award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Salaries

Classification and Grades	1.07.03 Per annum \$	1.07.04 Per annum +4% \$	1.7.05 Per annum +4% \$	1.7.06 Per annum +4% \$
General Manager (Sydney Academy of Sport and Recreation), Clerk Grade 11/12				
1st year	78,290	81,422	84,679	88,066
2nd year	81,610	84,874	88,269	91,800
3rd year	86,723	90,192	93,800	97,552
4th year	90,543	94,165	97,932	101,849
General Manager (Jindabyne Sport and Recreation Centre) Clerk Grade 11/12				
1st year	78,290	81,422	84,679	88,066
2nd year	81,610	84,874	88,269	91,800
3rd year	86,723	90,192	93,800	97,522
4th year	90,543	94,165	97,932	101,849
General Manager (Centres), Clerk Grade 9/10				
1st year	67,689	70,397	73,213	76,142
2nd year	69,593	72,377	75,272	78,283
3rd year	72,435	75,332	78,345	81,479
4th year	74,593	77,577	80,680	83,907
Venue Manager (SISC or SIEC), Clerk Grade 9/10				
1st year	67,689	70,397	73,213	76,142
2nd year	69,593	72,377	75,272	78,283
3rd year	72,435	75,332	78,345	81,479
4th year	74,593	77,577	80,680	83,907
Assistant General Manager Services (Sydney Academy of Sport and Recreation), Clerk Grade 9/10				

1st year	67,689	70,397	73,213	76,142
2nd year	69,593	72,377	75,272	78,283
3rd year	72,435	75,332	78,345	81,479
4th year	74,593	77,577	80,680	83,907
Assistant General Manager (Centres), Clerk Grade 7/8				
1st year	59,382	61,757	64,227	66,796
2nd year	61,158	63,604	66,148	68,794
3rd year	63,707	66,255	68,905	71,661
4th year	65,731	68,360	71,094	73,938
Operations Manager (SISC or SIEC), Clerk Grade 7/8				
1st year	59,382	61,757	64,227	66,796
2nd year	61,158	63,604	66,148	68,794
3rd year	63,707	66,255	68,905	71,661
4th year	65,731	68,360	71,094	73,938
Events Manager (SIEC), Clerk Grade 7/8				
1st year	59,382	61,757	64,227	66,796
2nd year	61,158	63,604	66,148	68,794
3rd year	63,707	66,255	68,905	71,661
4th year	65,731	68,360	71,094	73,938
Service Co-ordinator, Clerk Grade 4/5				
1st year	47,023	48,904	50,860	52,894
2nd year	48,468	50,407	52,423	54,520
3rd year	52,252	54,342	56,516	58,777
4th year	53,901	56,057	58,299	60,631

Table 2 - Allowance

	First pay period following 1.7.03	First pay period following 2.7.04 +4%	First pay period following 1/7/05 +4%	First pay period following 1/7/06 +4%
	\$	\$	\$	\$
Annual Allowance	5,851	6,085	6,328	6,581

APPENDIX 1**Centre and Academy Locations**

Crown Employees (NSW Department of Tourism, Sport and Recreation Centres and Academy Managers)
Award 2005

Residential Venues

Berry Sport and Recreation Centre
BERRY 2535

Borambola Sport and Recreation Centre
WAGGA WAGGA 2650

Broken Bay Sport and Recreation Centre
BROOKLYN 2083

Lake Ainsworth Sport and Recreation Centre
LENNOX HEAD 2478

Lake Burrendong Sport and Recreation Centre
MUMBIL 2820

Jindabyne Sport and Recreation Centre
JINDABYNE 2627
Lake Keepit Sport and Recreation Centre
GUNNEDAH 2380

Milson Island Sport and Recreation Centre
BROOKLYN 2083

Myuna Bay Sport and Recreation Centre
DORA CREEK 2264

Point Wolstoncroft Sport and Recreation Centre
GWANDALAN 2259

Sydney Academy of Sport and Recreation
NARRABEEN 2101

Non-Residential Venues

Sydney International Equestrian Centre
HORSLEY PARK NSW 2164

Sydney International Shooting Centre
CECIL PARK NSW 2171

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(094)

SERIAL C3744

**CROWN EMPLOYEES DIVISION CONTROLLERS (STATE
EMERGENCY SERVICE 2005) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 686 of 2005)

Before The Honourable Mr Deputy President Harrison

8 April 2005

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	General Conditions of Employment
4.	Salaries
5.	Working Hours and Flexible Leave Entitlement
6.	Operational Overtime
7.	Grievance Procedures
8.	Dispute Resolution Procedures
9.	Anti-Discrimination
10.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salary Schedule

PART A

1. Title

- 1.1 This award will be known as the Crown Employees Division Controller (State Emergency Service 2005) Award.

2. Definitions

- 2.1 "Act" means - the *Public Sector Employment and Management Act 2002*.
- 2.2 "Award" means - this Crown Employees Division Controller (State Emergency Service 2005) Award.

- 2.3 "SES" means - the State Emergency Service as described in the *State Emergency Service Act 1989* No 164.
- 2.4 "SES Act" means - the *State Emergency Service Act 1989* No. 164.
- 2.5 "Regulation" means the State Emergency Service Regulation 2001 as amended under the *State Emergency Service Act 1989* No 164.
- 2.6 "Director General" means - the Chief Executive Officer of the State Emergency Service as listed in column 2 of Schedule 1 of the *Public Sector Employment and Management Act 2002*.
- 2.7 "Division Controller" means - an officer permanently or temporarily employed in the SES either as a full-time, or part-time employee, in any capacity under the provisions of chapter 2 of the *Public Sector Employment and Management Act 2002*, and includes an officer on probation.
- 2.8 "Association" means - the Public Service Association and Professional Officers Association Amalgamated Union of New South Wales.
- 2.9 "PEO" means - the Public Employment Office, who is the employer for industrial purposes under Section 129 of the *Public Sector Employment and Management Act 2002*.
- 2.10 "Position" means - a position, both full-time and part-time, pursuant to Section 9 of the *Public Sector Employment and Management Act 2002*.
- 2.11 "Salary Rates" means - the ordinary time rate of pay for the Division Controller's grading excluding allowance for "After Hours Duty Officer" and all other allowances not regarded as salary.

3. General Conditions of Employment

- 3.1 Conditions of employment for all Division Controllers shall be in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Award 2002 except where varied by this Award and with the following Awards and Agreements as varied from time to time:

Crown Employees (Transferred Employees Compensation) Award

Crown Employees (Transferred Officers/Excess Rent) Agreement No 2354 of 1981

- 3.2 The provisions of this award are to apply to part-time workers on a pro-rata basis.

4. Salaries

- 4.1 The Division Controllers will be remunerated in accordance with the Crown Employees (Public Sector - Salaries 2004) Award as varied or an award replacing it. Salaries at the time of making this award are set out in Table 1 Salary Schedule Part B Monetary Rates.
- 4.2 Appointment of Division Controllers shall be in accordance with the Public Sector Employment and Management (General) Regulation.
- 4.3 A flexible and adaptable approach to working hours shall be adopted to meet peak demands, unit and volunteer demands, and the personal circumstances of the officer. Much of the work performed is during the evening or on weekends. The parties agree that the requirements will be no more than 40 days of weekend and public holiday work per annum and 80 occasions of evening work. The parties recognise that there could be variations to these requirements from time to time.
- 4.4 An allowance of 15% of the Division Controller's gross annual salary will be paid in lieu of non-operational overtime and in recognition of the pattern of work. No non-operational overtime is anticipated.

5. Working Hours & Flexible Leave Entitlement

- 5.1 Division Controllers will be able to accumulate flexitime credits beyond their contract hours. Flexitime entitlements will be the same as the current flexible working arrangements of the Department, i.e. Division Controllers will be able to take up to 5 flexidays per flex period and can carry over up to 21 hours credit per flex period. There will be no bandwidth or core-time. Contract hours of 35 hours per week will be worked on any day Monday to Sunday and will include travel time.
- 5.2 Division Controllers will receive credit hours of one fifth of their normal weekly hours for each public holiday day. When required to work on a public holiday, a division controller should credit the hours worked to flexitime and take the equivalent time off at a later date.
- 5.3 Division Controllers will not be required to work more than 5 days in a row without at least 1 day off.
- 5.4 Part time Division Controllers working on projects for State Headquarters will be paid additional hours from the project sponsors budget. The number of hours will be negotiated with the project sponsor on a case by case basis.

6. Operational Overtime

- 6.1 Access to overtime can only occur during operations when flexitime has been suspended.
- 6.2 Division Controllers who are required to work operational overtime will be paid at the normal rate of pay including the 15% loading for the first seven hours, and overtime thereafter, excluding the 15% loading and meal breaks. When flexitime is suspended rest days are deemed to be Saturdays and Sundays.
- 6.3 Part time Division Controllers who are required to work during operations may work full time and be paid additional hours for the period of the operation.
- 6.4 If a Division Controller is required to perform duty as the after hours duty officer the following payments will be applicable:

Weekdays 2/9ths of a day's salary including loading.

Weekends 1/3 rd of a day's salary including loading.

- 6.5.1 Subject to paragraph 6.5.2, the SES may require an officer to work reasonable overtime at overtime rates.
- 6.5.2 An officer may refuse to work overtime in circumstances where the working of such overtime would result in the officer working hours which are unreasonable.
- 6.5.3 For the purposes of paragraph 6.5.2 what is unreasonable or otherwise will be determined having regard to:
- 6.5.3.1 any risk to officer health and safety;
 - 6.5.3.2 the officer's personal circumstances including any family and carer responsibilities;
 - 6.5.3.3 the needs of the workplace or enterprise;
 - 6.5.3.4 the notice (if any) given by the SES of the overtime and by the officer of his or her intention to refuse it; and
 - 6.5.3.5 any other relevant matter.

7. Grievance Procedures

Grievance procedures will be in accordance with the SES Grievance Policy.

8. Dispute Resolution Procedures

8.1 The aim of the Dispute Resolution Procedures is to ensure that, during the life of this Award, industrial disputes or grievances are prevented, or resolved as quickly as possible, at the level closest to the incident (with graduated steps for further attempts at resolution at higher levels within SES, if required).

8.2 When a dispute or grievance arises, or is considered likely to arise, the following steps shall be followed:

Stage 1: - The Division Controller(s) should notify the Manager Personnel of the substance of the grievance, dispute or difficulty, request a meeting and, if possible, clearly state their preferred outcome.

A confidential meeting should be held within two working days.

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 Division Controller to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.

Stage 2: - If the matter is not resolved at the second meeting, the Division Controller, or other appropriate officer, may refer the matter to the Director General.

A confidential meeting should be held within two working days.

If the matter is not resolved, all parties involved in the grievance will be provided with a written response explaining the actions to be taken or the reasons for the SES taking no further action.

Stage 3: - If the matter remains unresolved it may be referred to the New South Wales Industrial Relations Commission by the officer (s), the Associations, or the Director General.

8.3 At any stage of this process either party may request that the situation be referred to an independent mediator. During any stage of this process members of a registered trade union may request that an Association representative be present.

8.4 During the process of resolving a grievance, normal work is to continue except in the case of a dispute involving Occupational Health and Safety where the safety of staff is jeopardised. If practicable, normal work will proceed in a manner which avoids any risk to the health and safety of any officer, or member of the public.

8.5 The Division Controller(s), Association and the SES will be bound by any lawful recommendation, order or determination by the NSW Industrial Relations Commission in relation to the grievance, dispute or difficulty.

9. Anti-Discrimination

9.1 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.

9.2 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.

9.3 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.

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

any conduct or act which is specifically exempted from anti- discrimination legislation;

offering or providing junior rates of pay to persons under 21 years of age;

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

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

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.

10. Area, Incidence and Duration

10.1 The award will apply to all Division Controllers employed in the State Emergency Service.

10.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees Division Controller (State Emergency Service 2001) Award published 19 July 2002 (335 IG 329) and all variations thereof.

10.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 IG 359) take effect on and from 8 April 2005.

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

PART B

MONETARY RATES

Table 1 - Salary Schedule

Salary of Full Time Divisional Controllers

Classification	Salaries effective on and from fpp 1.7.03 Per annum \$	Fpp 1.7.04 Per annum +4% \$	Fpp1.7.05 Per annum +4% \$	Fpp1.7.06 Per annum +4% \$
1st year of service	67,689	70,397	73,213	76,142
2nd year of service	69,593	72,377	75,272	78,283
3rd year of service	72,435	75,332	78,345	81,479
Thereafter	74,593	77,577	80,680	83,907

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.
(1014)

SERIAL C3769

**BROKEN HILL COMMERCE AND INDUSTRY AGREEMENT
CONSENT AWARD 2001**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 690 of 2005)

Before Mr Deputy President Sams

30 May 2005

REVIEWED AWARD

Section Title/Union

Animal Welfare/TEU

Cleaners And Caretakers/TEU

Clerks/SDA

Clothing Trades/TEU

Furnishing Trades/CFMEU

Gardeners/TEU

General Clauses/BIC

Hairdressers/TEU

Handyperson & Town Labourers/TEU

Hotels/TEU

Kindergarten & Child Care Services/TEU

Meat Industry (Processing)/TEU

Motels/TEU

National Training Wage/BIC

Plant Operators/CFMEU

Restaurants, Fish Shops And Cafes Where Meals Are Served/TEU

Security Industry/TEU

Shop Assistants - All Sections/SDA

Trades & Metals/AMWU & CFMEU

Transport And Earthmoving/TEU & CFMEU

Transport Industry - Tourist And Service Coach Drivers/TEU

Warehouse and Carriers, Wholesale Wine And Spirit Merchants/TEU

General Clauses

Clause No.	Subject Matter
1.1	Accident Pay
1.2	Accommodation & Miscellaneous Provisions
1.3	Annual Leave
1.4	Annual Leave Loading
1.5	Anti-Discrimination
1.6	Apprenticeship Conditions
1.7	Area, Incidence and Duration
1.8	Award Display
1.9	Broken Shifts
1.10	Bereavement Leave
1.11	Continuity of Service
1.12	Dispute Procedure
1.13	Existing Conditions and/or Privileges
1.14	First Aid Kits
1.15	Hours of Labour
1.16	Jury Service
1.17	Lifting of Weights
1.18	Long Service Leave
1.19	Mixed Functions
1.20	Notice Board
1.21	Notation
1.22	Overtime
1.23	Occupational Health And Safety
1.24	Parental Leave
1.25	Parties to Consent Award
1.26	Personal / Carer's Leave
1.27	Protective Clothing
1.28	Public Holidays
1.29	Right of Entry
1.30	Sick Leave
1.31	Broken Hill Town Industries Superannuation Fund
1.32	Termination of Employment
1.33	Time Books and Time Sheets
1.34	Training and Career Development
1.35	Vehicles - Expenses - Licences
1.36	Wages Policy and Payment
1.37	Working Roster
1.38	Workplace Flexibility
1.39	2004 State Wage Case

All clauses contained herein shall apply to the broken hill commerce and industry consent award 2001 unless otherwise stipulated.

1.1. Accident Pay

- (a) Accident pay shall be paid in accordance with the *NSW Workers Compensation Act 1987* and the *NSW Workplace Injury Management and Workers Compensation Act 1998* and any subsequent amendments thereto.
- (b) The Chamber undertakes to advise its members of all benefits available to employees under the Act as amended.

1.2. Accommodation & Miscellaneous Provisions

Employers shall provide suitable dressing rooms, dining room, toilets and washing facilities for use by all employees in accordance with *Shops and Industries Act 1962*.

1.3. Annual Leave

- (a) Each employee after twelve months service in any one establishment of one employer shall be granted five (5) weeks holidays on full pay. Provided that by agreement between the employer and employee, one (1) weeks entitlement under this clause may be "cashed out" and the period of actual leave reduced to four weeks. Each year stands alone.
- (b) Employees who leave the service of any establishment of one employer or is put off before the expiration of twelve months service shall receive proportionate payment accordingly, and in conformity with the *Annual Holidays Act NSW*.
- (c) Holidays may be taken in one or two separate periods, and in the case of two periods being agreed upon, the definite commencing dates for each period shall be agreed upon prior to the commencement of the first period of leave being taken.
- (d) Part Time employees receive pro rata annual leave entitlements.

1.4. Annual Leave Loading

- (a) Employees shall be granted an annual leave loading of 17.5% on their holiday pay.
- (b) The loading is payable on annual leave only, on the completion of a year of employment. Any day added to annual leave in lieu of a public holiday does not attract the loading.
- (c) The loading is to be calculated on the Consent Award rate of pay applicable immediately before the employee proceeds on leave. The Consent Award rate of pay is the rate for ordinary hours of work for the employee's classification prescribed by the Consent Award. In addition it will include where applicable leading hand allowances, supervisors allowances, and exclude any other allowances, over-award payments, overtime rates, penalty rates, commission, bonuses, incentive payments or any other such payments.
- (d) Part Time employees are entitled to pro rata Leave Loading.
- (e) Where annual leave is taken prior to the completion of a twelve month qualifying period, the loading is NOT PAID at the time the employee proceeds on leave. For such period taken in advance the loading becomes payable if and when the employee remains in employment until he completes the year of employment for which leave was granted in advance. The payment of the loading is then calculated at the Consent Award rate of pay applicable when the twelve months qualifying period is completed and not at the Consent Award rate applicable when leave was taken in advance.
- (f) Loading is payable in respect of employees who have completed at least 75% of one years service at the time of retirement having reached 60 years of age or more and is required by the employer to retire.
- (g) Where the employer terminates employment for misconduct, no loading is payable in respect of leave for complete or incomplete years of employment.

1.5. 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 NSW. *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 exempt 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 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"

1.6. Apprenticeship Conditions

The apprentice provisions contained in this Consent Award are pursuant to Part 2, Division 1 (4) of the *Apprenticeship and Traineeship Act 2001*. This Consent Award covers the wages and conditions of employment of apprentices in the County of Yancowinna.

1.7. Area, Incidence and Duration

- (a) This Consent Award is between the Broken Hill Chamber of Commerce and the Barrier Industrial Council and affiliated local Unions. The changes to give effect to Section 19 of the Act and the Commission's principles for review of Awards took effect on and from 30 May 2005.
- (b) It governs the terms and conditions of employment of employers and employees engaged in commercial and industrial activity in the County of Yancowinna, but it shall not apply to any employer or employee to whom the Social and Community Services Employees (State) Award, the Social and Community

Services Employees - Rate of Pay (State) Award and the Social and Community Services - Jobskills Trainees (State) Interim Award apply and it is not intended to affect in any way either directly or indirectly the rights that any employee may have either past, present or future under the Social and Community Services Employees - Rates of Pay (State) Award and the Social and Community Services Jobskills Trainees (State) Interim Award.

- (c) This Consent Award 2001 rescinds and replaces the terms and conditions of The Broken Hill Commerce and Industry Agreement (Consent) Award 1998 (I.G 324 248) and shall take effect from the first pay period to commence on or after 18 March 2002, and shall remain in force thereafter until 30 June 2004
- (d) The parties agree that negotiations on a follow on will commence no later than 6 months before the expiration of the Consent Award and shall be finalised before 30 June 2004.
- (e) It is declared and agreed that nothing in this Consent Award shall supersede the purpose or intent of any State or Commonwealth Laws.
- (f) It is agreed that nothing in this Consent Award shall negate the employee or employer of their legal rights.
- (g) This Consent Award shall be exhibited by each employer on their premises in a place accessible to all employees.
- (h) It is agreed that copies of the new Consent Award shall be available within one month of signing the new Consent Award.
- (i)
 - (i) Domestic clauses and included rates override the General clauses where there is any inconsistency.
 - (ii) Where a Domestic section is silent then the General clauses shall prevail.
- (j) It is agreed that when either party to this Consent Award become aware of any change to a Federal or State Award, and that change will impact on this Consent Award, then either party will advise the other in writing.

1.8. Award Display

A copy of this Award shall be exhibited and kept exhibited in accordance with the provisions of the *Industrial Relations Act 1996*.

1.9. Broken Shifts

Employees required to work broken shifts shall be paid the allowance at Item 1 of Section 01b) - Schedule of Allowances for each broken shift so worked in addition to his or her rate of wages.

1.10. Bereavement Leave

- (i) An employee on weekly hiring (including part-time employees) shall be entitled to a maximum of three days' leave without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of .an employee's husband, wife, father or mother, brother, sister, child, step child, grandparents or parents-in-law. For the purposes of this subclause the words "wife" and "husband" shall include de facto wife or husband and the words "father" "mother" shall include foster-father or mother and stepfather or mother
- (ii) Provided further, an employee on weekly hiring shall be entitled to a maximum of three days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside

Australia of an employee's husband, wife, father or mother, and where such employee travels outside Australia to attend the funeral.

- (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 in subparagraph (II) of (1), paragraph (c) of subclause (1) of clause 1.26, Personal/Carer's Leave, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.

1.11. Continuity of Service

Where the services of an employee have been terminated on the grounds of ill-health and he is subsequently re-employed within a period of twelve months and produces a medical certificate covering the whole of the period of his absence until the date of his re-employment his previous service shall be taken into account for sick leave and long service leave purposes.

1.12. Dispute Procedure

- (a) Before any direct action takes place by any of the parties of this Consent Award they shall confer and failing agreement such matter shall be referred to a disputes committee consisting of four from the union concerned and four from the Chamber of Commerce.
- (b) Failing agreement the matter shall be referred to a second committee consisting of two from the union concerned, two from the B.I.C. and four from the Chamber of Commerce.
- (c) Should the dispute still remain unresolved, it may be referred to the NSW Industrial Relations Commission for assistance.
- (d) Dispute Avoidance and Grievance Procedure

The procedure for the resolution of grievances and industrial disputation concerning matters arising under this award shall be in accordance with the following procedural steps:

- (i) Procedure relating to grievance of an individual employee:
- (a) The employee shall notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
- (b) The grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (c) Reasonable time limits must be allowed for discussion at each level of authority.
- (d) At the conclusion of the 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 a procedure is being followed, normal work must continue.
- (f) The employer may be represented by an industrial organisation of employers and the employee may be represented by an industrial organisation of employees for the purpose of each procedure.
- (ii) Procedure for a dispute between an employer and the employees:
- (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

- (b) Reasonable time limits must be allowed for discussion at each level of authority.
- (c) While a procedure is being followed, normal work must continue.
- (d) The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.

1.13. Existing Conditions and/Or Privileges

- (a) This Consent Award is made on the understanding that except in respect of matters including wages for which provision is made for it, all existing privileges and conditions in relation to an individual business agreed between employees and that business but not covered by this Consent Award shall continue during its currency.
- (b) No resolution carried or placed on the books of the Barrier Industrial Council or by any affiliated union on the one part, or by the Broken Hill Chamber of Commerce on the other part, will override any clause whatsoever in the schedule of conditions of work, nor can it be deemed to be part of the Consent Award during its currency.

1.14. First Aid Kits

- (a) A first aid kit must be provided and maintained by the employer for the use of the employees and kept in an accessible position. First Aid allowance at Item 2 of Section 01b) - Schedule of Allowances to be paid to the appointed First Aid Attendant on the basis of one attendant per shift. The level of equipment required in a First Aid Kit will be as per the *Shops and Industries Act 1962*.
- (b) Appointed first-aid personnel:
 - (i) in charge of a first-aid kit at a place of work at which more than 25 persons work must be the holder of a current first-aid certificate approved by the Co-ordinator, Occupational Health, Safety and Rehabilitation Services, Department of Industrial Relations and Employment; and
 - (ii) in charge of a first-aid room at a place of work must be the holder of a current occupational first-aid certificate approved by the Co-ordinator.

1.15. Hours of Labour

- (a) The ordinary hours of labour per week shall not exceed thirty-eight (38) excluding meal breaks. The calculation of the hourly rate for penalties, Part-time and Casual employees shall be one thirty-eighth (1/38th) of the Consent Award rate applicable.
- (b) Span of ordinary hours - see domestic sections for the specific working of ordinary hours.
- (c) If agreeable between employer and employee the ordinary hours of labour worked can be averaged over a 4 week period as per Division 2-S.22 - Maximum ordinary hours of employment in the NSW *Industrial Relations Act 1996*.

1.16. Jury Service

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

1.17. Lifting of Weights

Males and females shall not be required to lift any weight in excess of those specified by the relevant State Government regulations.

Copies of the regulations are available at the Chamber office and the BIC office.

1.18. Long Service Leave

- (a) As per the *Long Service Leave Act 1955* and any further amendments thereto, provided however, that thirteen (13) weeks long service leave will be granted at the end of ten (10) full complete years in lieu of fifteen (15) years as now set out in the *Long Service Leave Act*.
- (b) This concession only commences to accrue on or after January 1, 1971.
- (c) All other provisions, conditions, durations, qualifying periods and etc of the *Long Service Leave Act* remain unaltered, and are not affected by the above concession of 13 weeks long service leave for ten years service.
- (d) Part Time and Casual Employees shall be eligible for Pro Rata Long Service Leave as per Part a.

1.19. Mixed Functions

An employee engaged during a day or shift on work carrying a higher rate than their ordinary classification shall receive:

- (a) for the work up to and including two hours they shall be paid for the time so worked;
- (b) for work over two hours paid for the full day or shift at the higher classification.

1.20. Notice Board

Each employer shall permit the union to display notices dealing with legitimate union business on notice boards provided that such notices are authorised by an accredited union representative. Any such notice not so authorised may be removed by the accredited union representative or the employer.

1.21. Notation

- (1) Section 129 of the NSW *Industrial Relations Act 1996* requires that an employer must keep records of remuneration paid and hours worked by employees.
- (2) This award contains a number of other provisions in Clause 1.26, Personal/Carer's Leave.

1.22. Overtime

- (a) The payment of overtime, i.e. time worked outside the ordinary hours or shift, shall be at time and one half for the first two (2) hours and double time thereafter. Unless otherwise provided for under a Special Section, all overtime worked on Sunday will be paid at double time. Each day's overtime stands alone.
- (b) By mutual agreement the rate of overtime may be time-off in lieu of overtime provided that:
 - (1) Time-off shall be calculated at the penalty equivalent.
 - (2) The employee is entitled to a fresh choice of payment or time-off on each occasion overtime is worked.
 - (3) Time-off must be taken within one calendar month of the working of the overtime or it shall be paid out.

- (c) Overtime Meal Breaks
- (a) When working overtime, i.e. time worked outside the ordinary hours or shift, employees shall not work more than four hours continuously without being allowed thirty minutes for a meal break at overtime rates, provided that where overtime is worked immediately preceding or following the ordinary hours or shift in excess of one and one half hours he shall be entitled to a meal break of thirty minutes at overtime rates.
 - (b) An employee required to work overtime in excess of one and one half hours shall either be supplied with a meal by the employer or paid a meal allowance at Item 3 Section 01b) - Schedule of Allowances.
 - (c) If an employee has provided a meal and is not required to work overtime or is required to work less than the time advised, he shall be paid a meal allowance at Item 3 Section 01b) - Schedule of Allowances for the meal so provided.

1.23. Occupational Health and Safety

Each employer and employee bound to observe the provisions of this award shall also co-operate positively in respect of obligations pursuant to the *Occupational Health and Safety Act 2000*.

1.24. Parental Leave

See NSW *Industrial Relations Act 1996*.

1.25. Parties to Consent Award 2001

This Consent Award is between the Broken Hill Chamber of Commerce and the Barrier Industrial Council and affiliated local Unions. The changes to give effect to Section 19 of the Act and the Commission's principles for review of Awards took effect on and from 30 May 2005.

1.26. Personal/Carer's Leave

- (1) Use of Sick Leave
- (a) An employee, with responsibilities in relation to a class of a person set out in subparagraph (II) of paragraph (c) of this subclause, 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 1.30, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required, establish 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 the 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) de facto spouse who, in relation to 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 stepchild, 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 leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of the absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of 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 penalty equivalent.
 - (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 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.

1.27. Protective Clothing

- (a) The employer shall provide, on request, to employees performing work detrimental to the employees' clothing, dust coats, white coats, waterproof coats, uniforms, overalls, safety footwear and gloves (when handling cement, timber, iron and iron pipes) or other protective clothing.
- (b) Such protective clothing and safety footwear remains the property of the employer and must be returned to the employer on completion of service.
- (c) Protective clothing shall be worn by the employee at the employer's direction.
- (d) By agreement the employee may be required to wash and iron the special clothing and an amount at Item 4 of Section 01b) - Schedule of Allowances shall be paid by the employer.
- (e) Protective clothing is to be supplied by the employer in accordance with Occupational Health and Safety guidelines, in consultation with the employee.

1.28. Public Holidays

- (a) The following shall be recognised public holidays.

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Queen's Birthday, Christmas Day and Boxing Day.
- (b) The above holidays with all gazetted statewide holidays shall be observed and for such holidays the employee shall be paid.
- (c) Unless otherwise provided for in a linked award, employees who never work on the day the Public Holiday falls eg. a Monday-Friday roster where Saturday is the Public Holiday, receive no additional benefits (also see Domestic Clauses).

- (d) Where an employee is on a rotating roster and their rostered time-off falls on a Public Holiday, the employee shall be paid (by mutual agreement) either:
- (1) Payment for the said holiday.
 - (2) Addition of the rostered time to the employee's annual leave.
 - (3) Equal time-off shall be taken within twenty one (21) days of the holiday, such time-off being allowed either prior to or after the holiday.
- (e) Except for employees engaged in the retailing and hospitality industries in the County (see Domestic Clauses) any employee required to work on any such holiday shall be paid at the rate of double time in addition to their ordinary pay.
- (f) Employees shall not be entitled to the benefits provided by this clause in respect of any public holiday if they absent themselves from their work without reasonable excuse either on the working day before or the working day after such holiday. Where two or more public holidays fall together and an employee absents himself from work without reasonable excuse on both the working day before and the working day after such holiday he will lose the benefits of this clause in respect of all such holidays, but when he is absent without reasonable excuse on one day only (before or after such holiday) he shall lose such benefits only in respect of one public holiday.

1.29. Right of Entry

Right of entry for Authorised Officials of Unions party to this Consent Award will be in accordance with Part 7 of the NSW *Industrial Relations Act 1996*.

1.30. Sick Leave

- (a) Employees shall be entitled to be paid wages whilst absent from work after three months service through personal sickness, provided the employee furnishes a certificate stating details of illness from a duly qualified Medical Practitioner or other satisfactory proof to the employer, that he or she is unable to follow their usual occupation or is a patient of a hospital.
- (b) In the event of any employee losing time following injury from any sporting activity, and he or she is in receipt of compensation from a sporting body, sick leave payments will be reduced by the amount of such compensation received from the sporting body.
- (c) Sick leave benefit shall be limited to the equivalent hours of 10 working days per year of service. Sick Leave is cumulative from year to year.
- (d) Where a business changes ownership and continues to operate in the same manner, and on the same premises and in the same industry as the previous owner, any employee taken over by the new employer from the previous employer shall retain his/her entitlement to such sick leave as was accumulated with the previous employer.
- (e) Where an employee who is eligible for sick leave produces a satisfactory medical certificate to the effect that he has been incapacitated for a period:
- (i) of one week or more whilst on annual leave; or
 - (ii) of one month or more whilst on long service leave,

he/she may be re-credited with annual leave or long service leave as the case may be, or the period for which sick leave is available and sick leave to credit shall be reduced by an equivalent period. Provided that no such re-credit shall be granted to an employee on leave prior to retirement, resignation or termination of service.

- (f) The employee as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence shall 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.
- (g) If an employee is absent from work for parts of the day, then they should have that time debited against their sick leave entitlement on an hourly basis regardless of how many hours they are absent from work.
- (h) Part-time employees receive pro rata sick leave entitlements.

1.31. Broken Hill Town Industries Superannuation Fund

This Fund was established by agreement between the Broken Hill Chamber of Commerce and the Barrier Industrial Council and affiliated Unions for the purpose of handling occupational superannuation now known as the Superannuation Guarantee Charge (SGC).

The Fund conforms with Federal Government occupational superannuation guidelines and is authorised to accept contributions for such purposes.

The Fund, (AMP CustomSuper) is governed by a Trust Deed, is administered by the A.M.P. Life Limited. A Policy Committee made up of three (3) representatives from the Chamber of Commerce and three (3) representatives from the Barrier Industrial Council and affiliated Unions, represent participating members and employer sponsors. AMP Superannuation Limited is the Trustee of the Fund and is responsible for all aspects of the operation of the Fund.

Occupational Superannuation Contributions

- (a) In accordance with the handing down by the Commonwealth Government of legislation which establishes a requirement to pay employees (as defined) SGC from the first pay period to commence on or after January 1, 1989, the employer will pay into an "approved" Occupational Superannuation Fund the percentage of ordinary time earnings prescribed by Superannuation Guarantee legislation on behalf of eligible employees. The scale of contributions is as per the attached schedule.

For the purpose of the Consent Award all reference to an "approved fund" shall mean any superannuation scheme that conforms to the Commonwealth Governments operational standards for Occupational Superannuation Funds.

- (b) Eligible Employee shall mean:
 - (i) all employees earning \$450 or over a month for each month they earn that amount;
- (c) Ordinary Time Earnings for an employee in this context means the classification rate including supplementary payments where relevant, over-award payments, shift loadings and such other payments as are declared by the parties to this Consent Award to be eligible under the heading of ordinary time earnings.

A schedule of most common supplementary payments and allowances with a determination as to their ordinary time earnings eligibility follows:

Ordinary Time Earnings Include:

- Paid Sick Leave
- Long Service Leave
- Annual Leave
- Paid Compassionate Leave
- Blood Donor Leave
- Over-award of Merit Payments
- Penalty Rates
- Shift Loadings

Window Dresser and Ticket Writers Allowance
Section Head Allowance
Broken Shift Allowance
Liquor Licence Allowance
Freezer Allowance
Foreign Language Allowance
Toilet Cleaning Allowance
Skills Based Allowances

Ordinary Time Earnings Do Not Include:

Workers Compensation
Parental Leave
Unpaid Leave
Overtime
Commissions
Occasional Bonus Payments
Meal Allowances
Travel Allowances
Laundry Allowances
Annual Leave Loading
Unpaid Sick Leave

(d) Fund

For the purpose of this Consent Award, contributions made by employers in accordance with the provisions of subclause e - Contributions shall be made as follows:

- (i) To any superannuation scheme that conforms to the Commonwealth Government's operational standards for occupational superannuation funds.

(e) Contributions

- (i) Except as provided in subclauses (iii) and (iv) of this clause, each employer shall, in respect of each employee, pay contributions to the respective Trustee at the relevant rate of the employee's ordinary time earnings having regard for the scale prescribed by Superannuation Guarantee legislation.
- (ii) Contributions shall be paid at intervals and in accordance with the procedures and subject to the requirements of the respective Fund.
- (iii) An employer shall not be required to make contributions pursuant to this Consent Award in respect of an employee in respect of a period when that employee is absent from his or her employment without pay, such as unpaid sick leave, annual leave, maternity leave or the like, or periods of workers' compensation beyond the expiry of any entitlement to workers' compensation make-up pay.
- (iv) An employer shall not be required to contribute on behalf of any employee who refuses to sign the documentation required by the relevant Trust Deed.
- (v) Where a new employee commences in employment, the employer shall advise the employee of the employee's entitlements under this Consent Award and of the action to be taken by the employee to obtain the benefit of those entitlements.

(f) Records

An employer shall retain all records relating to the calculation of payments due to the Fund in respect of each employee and such records of each employee and such records shall be retained for a period of six (6) years.

1.32. Termination of Employment

(1) General Termination -

- (a) To terminate employment either party shall be given one week's notice - if the employer fails to do so he shall pay one week in lieu of notice and similarly if the employee fails to do so he shall forfeit one week's pay.
- (b) In the case of dishonesty or misconduct summary dismissal shall apply.
- (c) The employer shall have the right to summarily dismiss any employee for dishonesty or misconduct whilst under notice. Payment of wages to be made up to the time of dismissal only.
- (d) On termination of services payment for any monies due will be made within 48 hours. If the employee is leaving the city, then payment will be made forthwith.

(2) Application of Redundancy -

- (a) The *Employment Protection Act* 1982, regulations and amendments thereto shall apply in respect of employees who are retrenched through business reorganisation, economic downturn or technological change
- (b) In respect to employers who employ more than 15 employees immediately prior to the termination of employment of employees, in the terms of Clause 1.32.5 Termination of Employment.
- (c) Notwithstanding anything contained elsewhere in this award, this award 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 award, this award 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, 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.
- (e) Wherever practicable, an employer will call for voluntary redundancies to meet the requirement to downscale the business before proceeding to forced retrenchment. However, the employer may exercise a veto on an employee whose skills and knowledge must be retained by the business.
- (f) Seniority in the sense of an absolute rule of "last on, first off" does not apply under this Consent Award, although any Union has the right to present the case of any employee who is considered to have been unjustly treated.

- (g) When retrenchments occur, the employer has the right to discharge according to ability for the particular job, but in cases where there is equality with regard to ability, then seniority will be observed.

(3) Introduction of Change -

(1) Employers duty to notify -

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

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

(2) Employers duty to discuss change -

- (a) The employer shall discuss with the employees affected and the union to which they shall belong, inter alia, the introduction of the changes referred to in subclause (i) of this clause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (b) The discussion shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of paragraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed termination, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (c) 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 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.

(4) Redundancy -

Discussions before terminations -

- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone pursuant to Sub Clause 3 (Introduction of Change) 1 a) and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of paragraph (a) of this subclause and shall cover, inter

alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.

- (c) 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 effected, and the number of workers normally employed and the period over which terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(5) Termination of Employment -

- (i) 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 Sub Clause 1.32.3 (Introduction of Change).

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

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

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

- (ii) Notice for Technological Change - This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with Sub Clause 1.32.3 (Introduction of Change).

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

(iii) Time Off During the Notice Period.

- (a) During the notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.

- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof that attendance at an interview or the employee shall not receive payment for the time absent.
- (iv) **Employee Leaving During the Notice Period** - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that, in such circumstances, the employee shall not be entitled to payment in lieu of notice.
- (v) **Statement of Employment** - the employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.
- (vi) **Notice to Centrelink** - Where a decision has been made to terminate employees, the employer shall notify the Centrelink as soon as possible giving relevant information including the number of categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (vii) **Employment Separation Certificate** - the employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an Employment Separation Certificate in the form required by Centrelink.
- (viii) **Transfer to Lower Paid Duties** - Where an employee is transferred to lower paid duties for reasons set out in subclause (5.i) of clause 32.3, Introduction of Change, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.
- (6) **Severance Pay** -
- (i) Where an employee is to be terminated pursuant to Sub Clause 5, Termination of Employment, 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:

Period of continuous service	Employees under 45 years of age	Employees over 45 years of age
Less than one year	Nil	Nil
One year but less than two years	4 week's pay	5 week's pay
Two years but less than three years	7 week's pay	8.75 week's pay
Three years but less than four years	10 week's pay	12.5 week's pay
Four years but less five years	12 week's pay	15 week's pay
Five years but less than 6 years	14 week's pay	17.5 week's pay
Six years but less than 7 years	16 week's pay	20 week's pay

"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 payment, shift penalties and allowances paid in accordance with the Van Sales Employees' (State) Award and any subsequent splinter award.

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

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

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

(7) 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.

1.33. Time Books and Time Sheets

A time book or time sheets shall be provided by the employer and it shall be compulsory for all employees to sign such time book or sheets each day when commencing and ceasing duty.

1.34. Training and Career Development

- (a) The parties to this Consent Award recognise that in order to increase the efficiency, productivity and competitiveness of Broken Hill commerce and industry a greater commitment to training and skill development is required. Accordingly the parties commit themselves to:
 - (1) Developing a more highly skilled and flexible workplace.
 - (2) Providing employees with career opportunities through appropriate training to acquire additional skills; and,
 - (3) Removing barriers to the utilisation of skills required.
- (b) Provided that:
 - (1) If training is undertaken at the employer's request during ordinary working hours the employee concerned shall not suffer any loss of ordinary pay.
 - (2) Any cost associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Reimbursement shall occur at the completion of the course/semester subject to presentation of reports of satisfactory results/progress.
 - (3) Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.
 - (4) Employees are encouraged to undertake such training and retraining as required by the employer and employers are encouraged to give approval to employee's requests for training in relevant aspects of their industry.

1.35. Vehicles - Expenses - Licences

- (a) Weekly Employees - Any employee required by an employer to provide at his own expense a bicycle shall be paid an allowance at Item 5 of Section 01b) - Schedule of Allowances, motor cycle an allowance at Item 6 of Section 01b), motor car or utility under 2000cc capacity an allowance at Item 7 of Section 01b), 2000cc and over an allowance at Item 10 of Section 01b).

Casual Employees - Any employee required by an employer to provide at his own expense a motor car or utility under 2000cc capacity shall be paid an allowance at Item 9 of Section 01b) - Schedule of Allowances, 2000cc and over an allowance at Item 10 of Section 01b).

- (b) If the employer provides a vehicle he shall pay the whole cost of the upkeep, registration, insurance and maintenance of running expenses.
- (c) Where travelling expenses are incurred in the course of any employee's duties they will be paid by the employer.
- (d) Where an employee is required to drive a vehicle in the course of his employment the employer shall refund that employee with the cost of his drivers' licence, upon renewal for a period of one year.

1.36. Wages Policy and Payment

- (a) The Broken Hill Chamber of Commerce, the Barrier Industrial Council and affiliated Unions will implement this Consent Award subject to the understanding that it is to be closed to any general community wage adjustments as may be handed down by the NSW Industrial Relations Commission, or any other applicable body, for the duration of this Consent Award except as provided in Clause 1.39.
- (b) However, with respect to movements in superannuation, the Chamber of Commerce commits to pass on all adjustments in accordance with the terms and conditions that may arise as a result of applicable legislation passed by the Commonwealth Government within the duration of this Consent Award.
- (c) It is a term of this Consent Award that the Barrier Industrial Council and affiliated Unions undertake for the period of this Consent Award they will not pursue any extra claims as a result of any general community wage or conditions adjustments as may be determined outside of this Consent Award.
- (d) Wages including overtime shall be paid weekly or fortnightly. Such payment shall be made in the employers' time.
- (e) All wage variations will apply from the day such variation is granted irrespective of payment being made weekly or fortnightly.
- (f) On the payment of any wages by an employer to an employee covered by this Consent Award, such employer shall indicate either by noting on the pay envelope by way of a statement in writing handed to the employee at the time of paying his or her wages how the pay is made up by including in such noting or statement such particulars as may be prescribed as regards the date of payment, the period covered thereby, the rate of wages, the number of hours worked, overtime payments and details of any deductions and other prescribed matters.
- (g) The employer shall keep proper records to give this detail and employees must sign for their earnings.
- (h) Electronic Funds Transfer is an acceptable method of payment, provided suitable arrangements are made by the employers and transfer costs are borne by the employers.

1.37. Working Roster

- (a) A roster showing the working hours of all employees for a period of at least seven days in advance shall be posted in a position accessible to all employees.

- (b) Not less than seven days' notice of any alteration of the roster shall be given to the employee, such notice shall not be given where an alteration is necessary on account of sickness or other absence of the employee.

1.38. Workplace Flexibility

- (a) For the purposes of increasing productivity and flexibility as well as enhancing career opportunities for employees, multi-skilling may extend by agreement between an employer and employees to allow the employee to perform any work in an enterprise within the scope of his/her skills and competence.
- (b) Discussion shall take place at the establishment level between relevant Unions, employees and the employer with a view to reaching agreement for employees to perform a wider range of tasks, removal of demarcation barriers and participation of employees in additional training.

1.39. 2004 State Wage Case

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

The rates of pay in this award include the adjustments payable under the State Wage Case 2004.

These adjustments may be offset against:

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

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

Schedule Of Allowances

Effective from 1 October 2004

Refer to Domestic Section for any other allowances

Item No.	Clause No.	Description of Allowance	Amount \$	
Item 1	1.9 3.7 6.8 16.9 11.3 (d)	Broken Shift	3.98	per shift
Item 2	1.14 (a) 11.14	First Aid allowance	6.49	per week
Item 3	1.22 (c) (b) 1.22 (c) (c) 3.8 (b) 3.8 (c) 6.1 (c) 7.1 (c) 9.1 (c) 22.1 (c)	Overtime Meal Allowance	8.20	per meal
Item 4	1.27 (d) 11.11 (a)	Laundry Allowance	4.79	Per week
Item 5	1.35 (a)	Bicycle Allowance		per week

			8.54	
Item 6	1.35 (a)	Motor Cycle Allowance	26.06	per week
Item 7	1.35 (a)	Motor Car Allowance under 2000cc	96.23 .30	per week per km
Item 8	1.35 (a)	Motor Car Allowance 2000cc and over	114.23 0.30	per week per km
Item 9	1.35 (a)	Motor Car Allowance under 2000cc (casual employee)	0.43	per km
Item 10	1.35 (a)	Motor Car Allowance 2000cc and over (casual employee)	0.48	per km
Item 11	19.3(b)	Fare Allowance	9.11	Per shift
Item 12	3.6	Additional Rates - Cleaning	6.83	Per week
Item 13	11.15 (a)	Mixed Functions	11.36	Per shift or day

ANIMAL WELFARE SECTION

Clause No. Subject Matter

- Definitions
- 2.1 Hours of Labour
- 2.2 Roster
- 2.3 Overtime
- 2.4 Junior Employees
- 2.5 Casual Employees
- 2.6 Part-Time Employees

Wage rates in this section are based on the Broken Hill Commerce and Industry Consent Award 2001.

Definitions

- (a) Animal Nurse means - an employee who holds a diploma of a registered Animal Nursing Auxiliary Association or an equivalent diploma. For the purpose of this sub-clause, a certificate in general nursing of the Nurses' Registration Board of NSW shall be deemed to be an equivalent diploma if, one year's transitional period of work, an employee holding such a certificate is, in the employer's opinion, sufficiently experienced in animal nursing practices.
- (b) Animal Attendant means an employee with three years' experience in the industry and who is employed in connection with animal welfare or with less service if, in the opinion of the employer, the employee is sufficiently experienced to be so classified and is able to give injections and to take temperatures of animals.

2.1. Hours of Labour

- (a) As of 1 July 1999 the ordinary hours of work shall not exceed thirty-eight (38) per week, excluding meal breaks.
- (b) If agreed between employer and employee, the ordinary hours can be averaged over a 12-week period, as per Section 22 (1) - Ordinary Working Hours in the NSW *Industrial Relations Act 1996*.
- (c) An employee who works five (5) ordinary hours or more on any day shall be allowed on such day an unpaid meal break of one hour between the hours commencing not earlier than 11.30 am and finishing not later than 3 pm. Provided that where agreement between the employer and employee, a meal break of between thirty (30) minutes and one hour may apply. The meal break shall be given and taken so that no employee shall work more than five (5) consecutive hours without a meal break.

(d) Commencing and Ceasing Times

(i) Commencing Time

The commencing time of ordinary hours of work by employees shall be 7.30 am Monday to Saturday.

(ii) Ceasing Time

The times for cessation of the ordinary hours of work by employees shall be 8.00 pm Monday to Friday and 1.00 pm Saturday.

(e) Shift Penalties

Notwithstanding any other provision for ordinary hours within this Consent Award, an employee may be engaged to work ordinary hours as set out above as part of their ordinary hours roster, providing they are paid the following additional penalty:

(i) Monday to Friday (inclusive)

All ordinary hours worked after 6.00 pm Monday to Friday inclusive, 20%.

(ii) Saturday

All ordinary hours worked on Saturday, 25%.

2.2. Roster

(a) A roster showing the working hours of all employees for a period of at least seven (7) days in advance shall be posted in a position accessible to all employees.

(b) Not less than seven (7) days' notice of any alteration of the roster shall be given to the employee, such notice shall not be given where an alteration is necessary on account of sickness or other absence of an employee.

2.3. Overtime

(a) The payment of overtime, i.e. time worked outside the ordinary hours or shift, shall be at time and one half for the first two (2) hours and double time thereafter.

(b) By mutual agreement the rate of overtime may be time off in lieu of overtime provided that:

(i) Time off shall be calculated at the penalty equivalent.

(ii) The employee is entitled to a fresh choice of overtime payment or time off on each occasion overtime is worked.

(iii) Time off must be taken within one calendar month of the working of the overtime or it shall be paid out.

(c) Each day's overtime stands alone.

2.4. Junior Employees

(a) Junior Animal Nurses and Junior Animal Attendants shall be paid the appropriate adult rate of pay, provided that the minimum rates for juniors otherwise employed shall be at the following percentages of the appropriate adult rate, as the case may be, for 'all others & kennel cleaners':

Under 17 years	70%
At 17 years of age	80%
At 18 years of age	90%
At 19 years of age	100%

- (b) Junior employees are to have structured training, internal and/or external, incorporated into their duties.

2.5. Casual Employees

- (a) Casual employees are those who are engaged for irregular short periods for the work of their calling.
- (b) A casual employee shall be paid a minimum engagement of three (3) hours.
- (c) Casual employees in this section shall be paid at the rate of time and 15%, Monday to Friday inclusive.
- (d) Casual employees, after twelve (12) months' service, shall be entitled to annual leave, calculated at five-forty sevenths ($5/47$) of the gross earnings.
- (e) Casual employees shall also be granted an annual leave loading of 17.5% of their holiday pay. The loading is payable on annual leave only.
- (f) Casual employees are entitled to long service leave.
- (g) Casual employees, who leave the service of any establishment of one employer or is put off before the expiration of twelve months service, shall receive proportionate payment accordingly.
- (h) Casual employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

2.6. Part - Time Employees

Adults may be employed as part-time employees in any classification in this section on the following basis:

- (a) Not less than fifteen (15) hours per week.
- (b) Part-time employees shall be paid a minimum of two (2) hours' pay for each day engaged.
- (c) Part-time employees shall be paid the minimum rostered hours.
- (d) All time worked in excess of eight (8) hours per day shall be overtime and paid for at the rate prescribed for other weekly employees.
- (e) The hours of duty each day shall be worked continuously. Provided that an employee who is required to work longer than four (4) hours shall be granted a meal break of not less and not more than thirty (30) minutes.
- The meal break shall be counted as time worked.
- (f) Part-time employees shall be paid hourly rates of pay calculated at one-thirty eighth ($1/38$) of the weekly rate plus 10%.
- (g) Notwithstanding anything else contained in this Consent Award, the provisions of this Consent Award with respect to Annual Leave, Annual Leave Loading, Sick Leave, Long Service Leave, Compassionate Leave, Parental Leave and Holidays shall apply to part-time employees on a pro-rata basis for each employee.
- (h) One month's notice is to be given to change an employee's employment from part-time to casual.

- (i) Part-time employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

NOTE: Where this Section is silent on an issue, please refer to the General Clauses.

CLEANERS & CARETAKERS SECTION

Clause No.	Subject Matter
3.1	Hours of Labour
3.2	Casual Employees
3.3	Part-Time Employees
3.4	Working Roster
3.5	Weekend Penalty
3.6	Additional Rates
3.7	Broken Shifts
3.8	Meal Breaks
3.9	Overtime

Wage rates in this section are based on the Broken Hill Commerce and Industry Consent Award 2001.

3.1. Hours of Labour

- (a) As of 1 July 1999 the ordinary hours of work shall not exceed thirty-eight (38) per week, excluding meal breaks.
- (b) The starting and ceasing times are to be agreed between the employer and employee.
- (c) An employee who works five (5) ordinary hours or more on any day shall be allowed on such day an unpaid meal break of one hour between the hours commencing not earlier than 11.30 am and finishing not later than 3 pm. Provided that where agreement between the employer and employee, a meal break of between thirty (30) minutes and one hour may apply. The meal break shall be given and taken so that no employee shall work more than five (5) consecutive hours without a meal break.

3.2. Casual Employees

- (a) Casual employees are those who are engaged for irregular short periods for the work of their calling.
- (b) A casual employee shall be paid a minimum engagement of two (2) hours.
- (c) Casual employees in this section shall be paid at the rate of time and 15%, Monday to Friday inclusive. For all work performed on a Saturday or Sunday they shall be paid at the rate of double ordinary time.
- (d) Casual employees, after twelve (12) months' service, shall be entitled to annual leave, calculated at five-forty sevenths ($5/47$) of the gross earnings.
- (e) Casual employees shall also be granted an annual leave loading of 17.5% of their holiday pay. The loading is payable on annual leave only.
- (f) Casual employees are entitled to long service leave.
- (g) Casual employees, who leave the service of any establishment of one employer or is put off before the expiration of twelve months service, shall receive proportionate payment accordingly.
- (h) Casual employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

3.3. Part-Time Employees

Adults may be employed as part-time employees in any classification in this section on the following basis:

- (a) Not less than twelve (12) hours per week and not in excess of thirty-two (32) hours per week.
- (b) Part-time employees shall be paid a minimum of two (2) hours' pay for each day engaged.
- (c) Part-time employees shall be paid the minimum rostered hours.
- (d) All time worked in excess of eight (8) hours per day shall be overtime and paid for at the rate prescribed for other weekly employees.
- (e) The hours of duty each day shall be worked continuously. Provided that an employee who is required to work longer than four (4) hours shall be granted a meal break of not less and not more than thirty (30) minutes.

The meal break shall be counted as time worked.

- (f) Part-time employees shall be paid hourly rates of pay calculated at one-thirty eighth (1/38) of the weekly rate plus 10%.

The additional ten percent prescribed shall be regarded also as ordinary wages for the payment of annual leave, sick leave and work not performed on a holiday.

The additional ten percent herein prescribed shall not apply in addition to the rates prescribed to other weekly employees for work performed on Saturday, Sunday, holidays, overtime or where double time is prescribed in this Consent Award.

- (g) The provisions of this Consent Award with respect to Annual Leave, Annual Leave Loading, Sick Leave, Long Service Leave, Compassionate Leave, Parental Leave and Holidays shall apply on a pro-rata basis to part-time employees.
- (h) One month's notice is to be given to change an employee's employment from part-time to casual.
- (i) Part-time employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

3.4. Working Roster

- (a) A roster showing the working hours of all employees for a period of at least seven (7) days in advance shall be posted in a position accessible to all employees.
- (b) Not less than seven (7) days' notice of any alteration of the roster shall be given to the employee, such notice shall not be given where an alteration is necessary on account of sickness or other absence of an employee.

3.5. Weekend Penalty

All employees in this Section shall be paid at the rate of double ordinary time for all work performed on a Saturday or Sunday.

3.6. Additional Rates

An employee required to work in lavatories, or on outside marble or outside brass, or required to scrub marble, terrazzo, rubber floor coverings, corridors or stairs which necessitate the employee kneeling, shall be paid an allowance at Item 12 of Section 01b) - Schedule of Allowances.

3.7. Broken Shifts

Employees required to work broken shifts shall be paid an allowance at Item 1 of Section 01b) - Schedule of Allowances for each broken shift so worked in addition to their rate of wages.

3.8. Meal Breaks

- (a) When working overtime, i.e. time worked outside the ordinary hours or shift, employees shall not work more than four hours continuously without being allowed thirty (30) minutes for a meal break at overtime rates, provided that where overtime is worked immediately preceding or following the ordinary hours or shift in excess of one and one half hours they shall be entitled to a meal break of thirty minutes at overtime rates.
- (b) An employee required to work overtime in excess of one and one half hours shall either be supplied with a meal by the employer or paid an allowance at Item 3 of Section 01b) - Schedule of Allowances.
- (c) If an employee has provided a meal and is not required to work overtime or is required to work less than the time advised, he shall be paid an allowance at Item 3 of Section 01b) - Schedule of Allowances for the meal provided.

3.9. Overtime

- (a) The payment of overtime, i.e. time worked outside the ordinary hours or shift, shall be at time and one half for the first two (2) hours and double time thereafter.
- (b) By mutual agreement the rate of overtime may be time off in lieu of overtime provided that:
 - (i) Time off shall be calculated at the penalty equivalent.
 - (ii) The employee is entitled to a fresh choice of overtime payment or time off on each occasion overtime is worked.
 - (iii) Time off must be taken within one calendar month of the working of the overtime or it shall be paid out.
- (c) Each day's overtime stands alone.

NOTE: Where this Section is silent on an issue, please refer to the General Clauses.

CLERKS SECTION

Clause No.	Subject Matter
4.1.	Annual Leave
4.2.	Long Service Leave
4.3.	Area, Incidence and Duration

Terms and Conditions of Employment

For terms and conditions of employment under this section, please refer to the Clerical and Administrative Employees (State) Award (Code 135), except for the following Clauses.

4.1. Annual Leave

- (i) Each employee after twelve months service in any one establishment of one employer shall be granted five (5) weeks holidays on full pay.
- (ii) Employees who leave the service of any establishment or is put off before the expiration of twelve months service shall receive proportionate payment accordingly, and in conformity with the *Annual Holidays Act NSW*.

- (iii) Holidays may be taken in one or two separate periods, and in the case of two periods being agreed upon, the definite commencing dates for each period shall be agreed upon prior to the commencement of the first period of leave being taken.
- (iv) Part-time employees receive pro-rata Annual Leave entitlements.
- (v) Where an employer and employee agree the employee may 'cash in' the fifth week of their Annual Leave. Payment of the 'cashed in' week will be made at the time of taking the bulk of the employee's Annual Leave.
- (vi) In addition to the leave provided for by subclause (i) of this clause, seven-day shift workers, that is, shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed one week's leave; provided that if during the year of employment an employee has served for only a portion of it as a seven-day shift worker, the additional leave shall be one day for every thirty six (36) ordinary shifts worked as a seven-day shift worker. In this subclause reference to one week and one day shall include holidays and non-working days.

4.2. Long Service Leave

Please refer to General Clauses, Clause 1.18 - Long Service Leave.

4.3. Area, Incidence and Duration

Please refer to General Clauses, Clause 1.7 - Area, Incidence and Duration.

CLOTHING TRADES SECTION

Clause No.	Subject Matter
5.1	Classifications
5.2	Hours of Labour
5.3	Roster
5.4	Overtime
5.5	Apprentices and Junior Employees
5.6	Casual Employees
5.7	Part-Time Employees
5.8	Weekend Penalty

Wage rates in this section are based on the Broken Hill Commerce and Industry Consent Award 2001.

The Clothing Trades (State) Award was used as a guideline for the incorporation of the definitions into this Consent Award

5.1. Classifications

- (a) Seamstress
- (b) Cutter and Patternmaker
- (c) Tradesperson

5.2. Hours of Labour

- (a) As of 1 July 1999 the ordinary hours of work shall not exceed thirty-eight (38) per week, excluding meal breaks and within the following hours:
- (b) Commencing and Ceasing Times

(i) Commencing Time

The commencing time of ordinary hours of work by employees shall be 6.00 am Monday to Friday, and 8.00 am Saturday.

(ii) Ceasing Time

The times for cessation of the ordinary hours of work by employees shall be 6.00 pm Monday to Saturday inclusive.

- (c) If agreed between employer and employee, the ordinary hours can be averaged over a 12-week period, as per Section 22 (1) - Ordinary Working Hours in the NSW *Industrial Relations Act 1996*.
- (d) An employee who works five (5) ordinary hours or more on any day shall be allowed on such day an unpaid meal break of one hour between the hours commencing not earlier than 11.30 am and finishing not later than 3 pm. Provided that where agreement between the employer and employee, a meal break of between thirty (30) minutes and one hour may apply. The meal break shall be given and taken so that no employee shall work more than five (5) consecutive hours without a meal break.

5.3. Roster

- (a) A roster showing the working hours of all employees for a period of at least seven (7) days in advance shall be posted in a position accessible to all employees.
- (b) Not less than seven (7) days' notice of any alteration of the roster shall be given to the employee, such notice shall not be given where an alteration is necessary on account of sickness or other absence of an employee.

5.4. Overtime

- (a) The payment of overtime, i.e. time worked outside the ordinary hours or shift, shall be at time and one half for the first two (2) hours and double time thereafter.
- (b) By mutual agreement the rate of overtime may be time off in lieu of overtime provided that:
- (i) Time off shall be calculated at the penalty equivalent.
 - (ii) The employee is entitled to a fresh choice of overtime payment or time off on each occasion overtime is worked.
 - (iii) Time off must be taken within one calendar month of the working of the overtime or it shall be paid out.
- (c) Each day's overtime stands alone.

5.5. Apprentices and Junior Employees

- (a) The apprentice provisions contained in this Consent Award are pursuant to Part 2, Division 1 (4) of the *Apprenticeship and Traineeship Act 2001*.
- (b) The minimum wages payable to apprentices, shall be the following percentages of the wage prescribed for an adult tradesperson under this Consent Award.

	First 6 months	Second 6 months
	%	%
1st year	50	55
2nd year	60	65
3rd year	70	75

- | | | |
|----------|----|----|
| 4th year | 80 | 85 |
|----------|----|----|
- (c) The minimum rate of wages for junior employees shall be the undermentioned percentages of the rates prescribed for a seamstress.
- | | |
|--------------------|-----|
| 16 years and under | 50% |
| At 17 years | 60% |
| At 18 years | 69% |
| At 19 years | 75% |
| At 20 years | 85% |
- (d) Junior employees are to have structured training, internal and/or external, incorporated into their duties.

5.6. Casual Employees

- (a) Casual employees are those who are engaged for irregular short periods for the work of their calling.
- (b) A casual employee shall be paid a minimum engagement of two (2) hours.
- (c) Casual employees in this section shall be paid at the rate of time and 25%, Monday to Saturday inclusive. For all worked performed on a Sunday they shall be paid at the rate of double ordinary time.
- (d) Casual employees, after twelve (12) months' service, shall be entitled to annual leave, calculated at five-forty sevenths ($5/47$) of the gross earnings.
- (e) Casual employees shall also be granted an annual leave loading of 17.5% of their holiday pay. The loading is payable on annual leave only.
- (f) Casual employees are entitled to long service leave.
- (g) Casual employees, who leave the service of any establishment of one employer or is put off before the expiration of twelve months service, shall receive proportionate payment accordingly.
- (h) Casual employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

5.7. Part-Time Employees

Adults may be employed as part-time employees in any classification in this section on the following basis:

- (a) Not less than twelve (12) hours per week.
- (b) Not in excess of eight (8) hours per day.
- (c) Part-time employees shall be paid the minimum rostered hours.
- (d) The hours of duty each day shall be worked continuously. Provided that an employee who is required to work longer than four (4) hours shall be granted a meal break of not less and not more than thirty (30) minutes.
- The meal break shall be counted as time worked.
- (e) Part-time employees shall be paid hourly rates of pay calculated at one-thirty eighth ($1/38$) of the weekly rate.
- (f) Notwithstanding anything else contained in this Consent Award, the provisions of this Consent Award with respect to Annual Leave, Annual Leave Loading, Sick Leave, Long Service Leave, Compassionate

Leave, Parental Leave and Holidays shall apply to part-time employees on a pro-rata basis for each employee.

- (g) One month's notice is to be given to change an employee's employment from part-time to casual.
- (h) Part-time employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

5.8. Weekend Penalty

Ordinary hours performed on a Saturday shall be paid at the rate of time plus 25%, whilst ordinary hours performed on a Sunday shall be paid at the rate of double time.

NOTE: Where this Section is silent on an issue, please refer to the General Clauses.

FURNISHING TRADES SECTION

Clause No. Subject Matter

Definitions

- 6.1 Hours of Labour
- 6.2 Casual Employees
- 6.3 Part-Time Employees
- 6.4 Overtime
- 6.5 Apprentices and Junior Employees
- 6.6 Working Roster
- 6.7 Weekend Penalty
- 6.8 Broken Shifts

Wage rates in this section are based on the Broken Hill Commerce and Industry Consent Award 2001.

The Furniture and Furnishing Trades (State) Award was used as a basis for the negotiations of this section.

Definitions

- (1) A tradesperson shall mean - a person who has completed an apprenticeship in a recognised trade and has been issued with a trade certificate.
- (2) A Journeyman shall be deemed to be equivalent to a tradesperson who:
 - (a) is deemed to possess relevant industry experience and skills and adequate training, pursuant to part V - Recognition of Other Trade Qualifications of the *Apprenticeship and Traineeship Act 2001* and as such issued a craft certificate or a certificate of proficiency by the NSW Vocational Training Authority which deems the person to be adequately trained to pursue a particular trade.
 - (b) has been awarded a craftsperson certificate by any other like Vocational Training Authority in any other State.
- (3) Indentured Apprentice means a worker who is serving a period of training under an indenture for the purpose of rendering the worker fit to be qualified in a trade.
- (4) Adult Apprentice means a worker engaged as an apprentice who at the time of establishment of the apprenticeship is of or above the age of 21 years.
- (5) Display Making

- (a) Display Maker means an employee (other than a journeyman as defined above) wholly or partly engaged on any operation and/or installation of display materials or exhibition stands including point of sale materials and merchandising devices and panelling or showroom stock fixtures.
 - (b) Assistant Display Maker means an adult worker wholly or partly engaged in cutting, jigsaw cutting, fitting up and/or assembling, laying of carpet, carpet tiles, seagrass, painting, covering, staining, spraying, polishing, rolling, moulding, vacuum forming, wire bending, machining, die cutting, and/or any other composition either of wood, metal or other construction and in any other process connected with display work.
 - (c) General Hand means an adult employee who is otherwise engaged in the industry and performs not more than three of the functions specified in 5b. Assistant Display Maker of this clause under direct supervision.
- (6) Furnishing Trades
- Tradesperson/Journeyman shall mean an employee as defined engaged in:
- (a) Cabinet making, upholstery and/or polishing and employed by retail stores, and in polishing and employed by contract polishers.
 - (b) Carpet or floor covering cutting, planning, measuring, laying or machining.
 - (c) Other adult employees shall mean such employees engaged in:
 - (i) Soft furnishing, loose cover and/or furnishing drapery cutting.
 - (ii) Soft furnishing and/or furnishing drapery fixing and who may be required to measure up.
 - (iii) Making and/or cutting or measuring or fixing inside window blinds other than Venetian blinds.
 - (d) Adult employees other than a Tradesperson/Journeyman:
 - (i) First year of experience.
 - (ii) Second year of experience.
 - (iii) Thereafter.
- (7) Picture Frame Makers
- (a) Picture Frame Worker 1 shall mean an adult employee engaged in the finishing or covering of frames by bronzing, gilding, burnishing, staining, spraying, polishing and/or waxing, silk or tapestry and/or any other composition either of wood, metal and/or construction.
 - (b) Picture Frame Worker 2 shall mean an adult employee engaged in cutting, jigsaw cutting, fitting up, mount cutting, covering and/or coating of mount and ticket boards, squeezing, applying and/or making compo.
 - (c) Picture Frame Worker 3 shall mean an adult employee with more than three months experience in the industry who in addition to other duties as directed may be required to undertake tasks associated with the skill level of a Picture Frame Worker 2.
 - (d) Picture Frame Worker 4 shall mean an adult probationary employee with less than three months experience in the industry.

6.1. Hours of Labour

- (a) As of 1 July 1999 the ordinary hours of work shall not exceed thirty-eight (38) per week, excluding meal breaks, but shall be worked between the hours of 6.00 am and 6.00 pm, Monday to Friday.
- (b) The starting and ceasing times shall be fixed by the individual employer to suit the circumstance of the particular business. The starting and ceasing times having been fixed under this clause, no alteration shall be made except by mutual agreement of the parties.
- (c) The meal time shall be one half hour to be taken between 12.00 noon and 2.00 pm.

If any employee is not allowed to take his meal break at the appointed time, overtime shall be paid for one half hour and an allowance at Item 3 of Section 0(b) - Schedule of Allowances.

- (d) If agreeable between employer and employee, the ordinary working hours can be averaged over a 12 week period, as per Section 22 - Ordinary Working Hours in the NSW *Industrial Relations Act* 1996.

6.2. Casual Employees

- (a) Casual employees are those who are engaged for irregular short periods for the work of their calling.
- (b) A casual employee shall be paid a minimum engagement of two (2) hours.
- (c) Casual employees in this section shall be paid at the rate of time and 15%, Monday to Friday inclusive.
- (d) Casual employees, after twelve (12) months' service, shall be entitled to annual leave, calculated at five-forty sevenths ($5/47$) of the gross earnings.
- (e) Casual employees shall also be granted an annual leave loading of 17.5% of their holiday pay. The loading is payable on annual leave only.
- (f) Casual employees are entitled to long service leave.
- (g) Casual employees, who leave the service of any establishment of one employer or is put off before the expiration of twelve months service, shall receive proportionate payment accordingly.
- (h) Casual employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

6.3. Part-Time Employees

Adults may be employed as part-time employees in any classification in this section on the following basis:

- (a) Not less than twelve (12) hours per week and not in excess of thirty (30) hours per week.
- (b) Part-time employees shall work a minimum of two (2) days and a maximum of five (5) days per week.
- (c) Part-time employees shall be paid the minimum rostered hours.
- (d) All time worked in excess of rostered hours per day shall be overtime and paid for at the rate prescribed for other weekly employees.
- (e) The hours of duty each day shall be worked continuously. Provided that an employee who is required to work longer than four (4) hours shall be granted a meal break of not less and not more than thirty (30) minutes.

The meal break shall be counted as time worked.

- (f) Part-time employees shall be paid hourly rates of pay calculated at one-thirty eighth (1/38) of the weekly rate.
- (g) The provisions of this Consent Award with respect to Annual Leave, Annual Leave Loading, Sick Leave, Long Service Leave, Compassionate Leave, Parental Leave and Holidays shall apply on a pro-rata basis to part-time employees.
- (h) One month's notice is to be given to change an employee's employment from part-time to casual.
- (i) Part-time employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

6.4. Overtime

- (a) The payment of overtime, i.e. time worked outside the ordinary hours or shift, shall be at time and one half for the first two (2) hours and double time thereafter.
- (b) By mutual agreement the rate of overtime may be time off in lieu of overtime provided that:
 - (i) Time off shall be calculated at the penalty equivalent.
 - (ii) The employee is entitled to a fresh choice of overtime payment or time off on each occasion overtime is worked.
 - (iii) Time off must be taken within one calendar month of the working of the overtime or it shall be paid out.
- (c) Each day's overtime stands alone.

6.5. Apprentices and Junior Employees

- (a) The apprentice provisions contained in this Consent Award are pursuant to Part 2, Division 1 (4) of the *Apprenticeship and Traineeship Act 2001*
- (b) The minimum wages payable to apprentices and probationers shall be the following percentages of the wage prescribed for an adult Tradesperson/Journeyman under this Consent Award.

	Junior	Adult
1st year	51%	61%
2nd year	60%	65%
3rd year	75%	75%
4th year	90%	90%

- (c) The minimum rate of wages for junior employees shall be the following percentages of the rate of pay for the adult classification applicable to the work performed by the junior.

	Display Makers	Furnishing Trades	Picture Frame Makers
Under 16 years	32%	35%	31%
At 16 years	39%	43%	37%
At 17 years	46%	51%	45%
At 18 years	55%	61%	53%
At 19 years	68%	75%	67%
At 20 years	79%	88%	79%

6.6. Working Roster

- (a) A roster showing the working hours of all employees for a period of at least seven (7) days in advance shall be posted in a position accessible to all employees.
- (b) Not less than seven (7) days' notice of any alteration of the roster shall be given to the employee, such notice shall not be given where an alteration is necessary on account of sickness or other absence of an employee.

6.7. Weekend Penalty

All employees in this Section shall be paid at the rate of double ordinary time for all work performed on a Saturday or Sunday.

6.8. Broken Shifts

Employees required to work broken shifts shall be paid an allowance at Item 1 of Section 01b) - Schedule of Allowances for each broken shift so worked in addition to their rate of wages.

NOTE: Where this Section is silent on an issue, please refer to the General Clauses.

GARDENERS SECTION

Clause No. Subject Matter

Definitions

- 7.1 Hours of Labour
- 7.2 Casual Employees
- 7.3 Part-Time Employees
- 7.4 Weekend Penalty
- 7.5 Overtime
- 7.6 Apprentices and Junior Employees

Wage rates in this section are based on the Broken Hill Commerce and Industry Consent Award 2001.

Definitions

An employee who has completed successfully the Gardening and Horticultural Certificate course at a Technical College (or an equivalent course), shall be classified as a Propagator and/or Gardener with a certificate

7.1. Hours of Labour

- (a) As of 1 July 1999 the ordinary hours of work shall not exceed thirty-eight (38) per week, excluding meal breaks. The hours shall be worked between the hours of 6.00 am and 6.00 pm, Sunday to Saturday inclusive.
- (b) The starting and ceasing times shall be fixed by the individual employer to suit the circumstance of the particular business. The starting and ceasing times having been fixed under this clause, no alteration shall be made except by mutual agreement of the parties.
- (c) The meal time shall be one half hour to be taken between 12.00 noon and 2.00 pm

If any employee is not allowed to take his meal break at the appointed time, overtime shall be paid for one half hour and an allowance at Item 3 of Section 01b) - Schedule of Allowances.

- (d) If agreeable between employer and employee, the ordinary working hours can be averaged over a 12 week period, as per Section 22 - Ordinary Working Hours in the NSW *Industrial Relations Act* 1996.

7.2. Casual Employees

- (a) Casual employees are those who are engaged for irregular short periods for the work of their calling.
- (b) A casual employee shall be paid a minimum engagement of three (3) hours.
- (c) Casual employees in this section shall be paid at the rate of time and 15%, Monday to Friday inclusive.
- (d) Casual employees, after twelve (12) months' service, shall be entitled to annual leave, calculated at five-forty sevenths (5/47) of the gross earnings.
- (e) Casual employees shall also be granted an annual leave loading of 17.5% of their holiday pay. The loading is payable on annual leave only.
- (f) Casual employees are entitled to long service leave.
- (g) Casual employees, who leave the service of any establishment of one employer or is put off before the expiration of twelve months service, shall receive proportionate payment accordingly.
- (h) Casual employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

7.3. Part-Time Employees

Adults may be employed as part-time employees in any classification in this section on the following basis:

- (a) Not less than twelve (12) hours per week and not in excess of thirty-two (32) hours per week.
- (b) Part-time employees shall work a minimum of two (2) hours' pay for each day engaged.
- (c) Part-time employees shall be paid the minimum rostered hours.
- (d) All time worked in excess of eight hours per day shall be overtime and paid for at the rate prescribed for other weekly employees.
- (e) The hours of duty each day shall be worked continuously. Provided that an employee who is required to work longer than four (4) hours shall be granted a meal break of not less and not more than thirty (30) minutes.

The meal break shall be counted as time worked.

- (f) Part-time employees shall be paid hourly rates of pay calculated at one-thirty-eighth (1/38) of the weekly rate.
- (g) The provisions of this Consent Award with respect to Annual Leave, Annual Leave Loading, Sick Leave, Long Service Leave, Compassionate Leave, Parental Leave and Holidays shall apply on a pro-rata basis to part-time employees.
- (h) One month's notice is to be given to change an employee's employment from part-time to casual.
- (i) Part-time employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

7.4. Weekend Penalty

Ordinary hours performed on a Saturday shall be paid at the rate of time and one half, whilst ordinary hours performed on a Sunday shall be paid at the rate of double time.

7.5. Overtime

- (a) The payment of overtime, i.e. time worked outside the ordinary hours or shift, shall be paid at the rate of time and one half for the first two (2) hours and double time thereafter.
- (b) By mutual agreement the rate of overtime may be time off in lieu of overtime provided that:
 - (i) Time off shall be calculated at the penalty equivalent.
 - (ii) The employee is entitled to a fresh choice of overtime payment or time off on each occasion overtime is worked.
 - (iii) Time off must be taken within one calendar month of the working of the overtime or it shall be paid out.
- (c) Each day's overtime stands alone.

7.6. Apprentices and Junior Employees

- (a) The apprentice provisions contained in this Consent Award are pursuant to Part 2, Division 1 (4) of the *Apprenticeship and Traineeship Act 2001*
- (b) The minimum wages payable to apprentices and probationers shall be the following percentages of the wage prescribed for an adult Propagator and/or Gardener with a certificate under this Consent Award.

1st year	55%
2nd year	65%
3rd year	75%
4th year	90%

- (c) The minimum rate of wages for junior employees shall be the following percentages of a Gardener without a certificate and a General Hand.

18 years and under	80%
At 19 years	90%
At 20 years	100%

HAIRDRESSERS SECTION

Clause No.	Subject Matter
	Definitions
8.1	Hours of Labour
8.2	Roster
8.3	Overtime
8.4	Apprentices and Junior Employees
8.5	Tools of Trade
8.6	Casual Employees
8.7	Permanent Part-Time Employees
8.8	Weekend Penalty

Wage rates in this section are based on the Broken Hill Commerce and Industry Consent Award 2001.

Definitions

- (a) Beautician shall mean - a person engaged in the work of facial treatment and/or scalp treatment, massage in connection with the foregoing, eyebrow arching and eyebrow tinting.
- (b) Manicurist shall mean - a person solely engaged in manicuring.
- (c) Salon Assistant shall mean - a person engaged as a General Hand who shall be prohibited from trade work other than shampooing and basin work.
- (d) Electrolygist shall mean - a person engaged in the work of electrolysis.

8.1. Hours of Labour

- (a) As of 1 July 1999 the ordinary hours of work shall not exceed thirty-eight (38) per week, excluding meal breaks.
- (b) If agreed between employer and employee, the ordinary hours can be averaged over a 12 week period, as per Section 22 (1) - Ordinary Working Hours in the NSW *Industrial Relations Act* 1996.
- (c) An employee who works five (5) ordinary hours or more on any day shall be allowed on such day an unpaid meal break of one hour between the hours commencing not earlier than 11.30 am and finishing not later than 3 pm.
- (d) Hairdresser trading hours under this Consent Award shall be:
 - (i) Commencing Time

The commencing time of ordinary hours of work by employees shall be 8.00 am Monday to Saturday.
 - (ii) Ceasing Time

The times for cessation of the ordinary hours of work by employees shall be 9.00 pm Monday to Friday and 6.00 pm Saturday.
- (e) All employees shall be entitled to at least 12 hours rest break between the cessation of one day's work and the commencement of the next day's work.
- (f) Shift Penalties

Notwithstanding any other provision for ordinary hours within this Consent Award, an employee may be engaged to work ordinary hours as set out below as part of their ordinary hours roster, providing they are paid the following additional penalty

- (i) All ordinary hours worked after 6.00 pm Monday to Friday, inclusive, 25%.
- (ii) All ordinary hours worked on Saturday, 25%.

8.2. Roster

- (a) A roster showing the working hours of all employees for a period of at least seven (7) days in advance shall be posted in a position accessible to all employees.
- (b) Not less than seven (7) days' notice of any alteration of the roster shall be given to the employee, such notice shall not be given where an alteration is necessary on account of sickness or other absence of an employee.
- (c)

- (i) Employees already employed on 27 July 1994, may elect not to work on Saturdays between the hours of 12.30 pm and 6.00 pm or weeknights between the hours of 6.00 pm and 9.00 pm as part of their ordinary time rostered hours.
- (ii) All employees employed after 27 July 1994, shall be eligible to be rostered during any ordinary working period.

8.3. Overtime

- (a) The payment of overtime, i.e. time worked outside the ordinary hours or shift, shall be at time and one half for the first two (2) hours and double time thereafter provided that employees shall attend to any customer who may be in the shop at closing time and shall put away any equipment without payment of overtime for the first ten minutes; should the ten minutes be exceeded the employee shall be paid for the full overtime so worked.
- (b) By mutual agreement the rate of overtime may be time off in lieu of overtime provided that:
 - (i) Time off shall be calculated at the penalty equivalent.
 - (ii) The employee is entitled to a fresh choice of overtime payment or time off on each occasion overtime is worked.
 - (iii) Time off must be taken within one calendar month of the working of the overtime or it shall be paid out.
- (c) Each day's overtime stands alone.

8.4. Apprentices and Junior Employees

- (a) The apprentice provisions contained in this Consent Award are pursuant to Part 2, Division 1 (4) of the *Apprenticeship and Traineeship Act 2001*.
- (b) The minimum wages payable to apprentices and probationers doing ladies' hairdressing and/or men's hairdressing and wig making or board work generally, shall be the following percentages of the wage prescribed for an adult hairdresser under this Consent Award.

1st year	40%
2nd year	55%
3rd year	70%
4th year	85%

- (c) The minimum wages payable to apprentices and probationers and who have completed one year's pre-apprenticeship course in hairdressing provided by the Department of Technical and Further Education shall be the following percentages of the wage prescribed for an adult hairdresser under this Consent Award.

2nd year (first 6 months only)	55%
3rd year	70%
4th year	85%

- (d) The minimum wages payable to apprentices or probationers doing beauty culture shall be the following percentages of the wage prescribed for a beautician under this Consent Award.

1st year	40%
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2nd year	55%
3rd year	70%
4th year	85%

- (e) A Salon Assistant under 21 years of age shall be paid the following percentages of the wage prescribed for a Salon Assistant of 21 years and over.

Under 16 years of age	40%
At 16 years of age	50%
At 17 years of age	60%
At 18 years of age	70%
At 19 years of age	80%
At 20 years of age	90%

8.5. Tools of Trade

The employer shall supply and maintain the tools of a hairdresser, which shall include scissors and combs.

8.6. Casual Employees

- (a) Casual Employees Are Those Who Are Engaged for Irregular Short Periods for the Work of Their Calling.
- (b) Casual employees in this section shall be paid at the appropriate weekly rate divided by 38 plus 25% with a minimum payment as for two hour's work.
- (c) Casual employees, after twelve (12) months' service, shall be entitled to annual leave, calculated at five-forty sevenths ($5/47$) of the gross earnings.
- (d) Casual employees shall also be granted an annual leave loading of 17.5% of their holiday pay. The loading is payable on annual leave only.
- (e) Casual employees are entitled to long service leave.
- (f) Casual employees, who leave the service of any establishment of one employer or is put off before the expiration of twelve months service, shall receive proportionate payment accordingly.
- (g) Casual employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

8.7. Permanent Part-Time Employees

- (a) A part-time employee shall mean an employee who is employed to work regular days and regular hours, but such hours shall not be less than fifteen (15) hours per week, nor more than thirty (30) hours per week.
- (b) Part-time employees shall be paid hourly rates of pay calculated at one-thirty eighth ($1/38$) of the weekly rate plus 10%.
- (c) Notwithstanding anything else contained in this Consent Award, the provisions of this Consent Award with respect to Annual Leave, Annual Leave Loading, Sick Leave, Long Service Leave, Compassionate Leave, Parental Leave and Holidays shall apply to part-time employees on a pro-rata basis for each employee.
- (d) One month's notice is to be given to change an employee's employment from part-time to casual.

- (e) Part-time employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

8.8. Weekend Penalty

Ordinary hours performed on a Saturday shall be paid at the rate of time plus 25%, whilst ordinary hours performed on a Sunday shall be paid at the rate of double time.

NOTE: Where this Section is silent on an issue, please refer to the General Clauses.

HANDYPERSON & TOWN LABOURERS SECTION

Clause No. Subject Matter

Definitions

- 9.1 Hours of Labour
- 9.2 Casual Employees
- 9.3 Part-Time Employees
- 9.4 Weekend Penalty
- 9.5 Overtime

Wage rates in this section are based on the Broken Hill Commerce and Industry Consent Award 2001.

Definitions

- (a) A Handyman is defined as a person employed as such who is regularly required to carry out repairs of a minor nature. Where no appropriate tradesperson is employed, they may be called upon to perform maintenance work.

Any person employed as a handyman is to be paid the adult rate irrespective of age.

- (b) A Town Labourer is defined as a labourer other than a Builder's Labourer.

9.1. Hours of Labour

- (a) As of 1 July 1999 the ordinary hours of work shall not exceed thirty-eight (38) per week, excluding meal breaks. The hours shall be worked between the hours of 6.00 am and 6.00 pm, Sunday to Saturday inclusive.
- (b) The starting and ceasing times shall be fixed by the individual employer to suit the circumstance of the particular business. The starting and ceasing times having been fixed under this clause, no alteration shall be made except by mutual agreement of the parties.
- (c) The meal time shall be one half hour to be taken between 12.00 noon and 2.00 pm

If any employee is not allowed to take his meal break at the appointed time, overtime shall be paid for one half hour and an allowance at Item 3 of Section 01b) - Schedule of Allowances.

- (d) If agreeable between employer and employee, the ordinary working hours can be averaged over a 12 week period, as per Section 22 - Ordinary Working Hours in the NSW *Industrial Relations Act* 1996.

9.2. Casual Employees

- (a) Casual employees are those who are engaged for irregular short periods for the work of their calling.
- (b) A casual employee shall be paid a minimum engagement of three (3) hours.

- (c) Casual employees in this section shall be paid at the rate of time and 15%, Monday to Friday inclusive.
- (d) Casual employees, after twelve (12) months' service, shall be entitled to annual leave, calculated at five-forty sevenths (5/47) of the gross earnings.
- (e) Casual employees shall also be granted an annual leave loading of 17.5% of their holiday pay. The loading is payable on annual leave only.
- (f) Casual employees are entitled to long service leave.
- (g) Casual employees, who leave the service of any establishment of one employer or is put off before the expiration of twelve months service, shall receive proportionate payment accordingly.
- (h) Casual employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

9.3. Part-Time Employees

Adults may be employed as part-time employees in any classification in this section on the following basis:

- (a) Not less than twelve (12) hours per week and not in excess of thirty-two (32) hours per week.
- (b) Part-time employees shall work a minimum of two (2) hours' pay for each day engaged.
- (c) Part-time employees shall be paid the minimum rostered hours.
- (d) All time worked in excess of seven point six hours per day shall be overtime and paid for at the rate prescribed for other weekly employees.
- (e) The hours of duty each day shall be worked continuously. Provided that an employee who is required to work longer than four (4) hours shall be granted a meal break of not less and not more than thirty (30) minutes.

The meal break shall be counted as time worked.
- (f) Part-time employees shall be paid hourly rates of pay calculated at one-thirty eighth (1/38) of the weekly rate.
- (g) The provisions of this Consent Award with respect to Annual Leave, Annual Leave Loading, Sick Leave, Long Service Leave, Compassionate Leave, Parental Leave and Holidays shall apply on a pro-rata basis to part-time employees.
- (h) One month's notice is to be given to change an employee's employment from part-time to casual.
- (i) Part-time employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

9.4. Weekend Penalty

Ordinary hours performed on a Saturday shall be paid at the rate of time and one half, whilst ordinary hours performed on a Sunday shall be paid at the rate of double time.

9.5. Overtime

- (a) The payment of overtime, i.e. time worked outside the ordinary hours or shift, shall be at time and one half for the first two (2) hours and double time thereafter.
- (b) By mutual agreement the rate of overtime may be time off in lieu of overtime provided that:

- (i) Time off shall be calculated at the penalty equivalent.
 - (ii) The employee is entitled to a fresh choice of overtime payment or time off on each occasion overtime is worked.
 - (iii) Time off must be taken within one calendar month of the working of the overtime or it shall be paid out.
- (c) Each day's overtime stands alone.

HOTELS SECTION

Subject Matter

Terms and Conditions of Employment

Clause - Annual Leave

Clause - Long Service Leave

Clause - Area, Incidence and Duration

Terms and Conditions of Employment

For definitions, terms and conditions of employment under this section, please refer to the H0008 - Hospitality Industry - Accommodation, Hotels, Resorts and Gaming Award (Code AW783479) except for the following Clauses.

Clause - Annual Leave

- (i) Each employee after twelve months service in any one establishment of one employer shall be granted five (5) weeks holidays on full pay.
- (ii) Employees who leave the service of any establishment or is put off before the expiration of twelve months service shall receive proportionate payment accordingly, and in conformity with the *Annual Holidays Act 1944*.
- (iii) Holidays may be taken in one or two separate periods, and in the case of two periods being agreed upon, the definite commencing dates for each period shall be agreed upon prior to the commencement of the first period of leave being taken.
- (iv) Part-time employees receive pro-rata Annual Leave entitlements.
- (v) Where an employer and employee agree the employee may 'cash in' the fifth week of their Annual Leave. Payment of the 'cashed in' week will be made at the time of taking the bulk of the employee's Annual Leave.
- (vi) In addition to the leave provided for by subclause (i) of this clause, seven-day shift workers, that is, shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed one week's leave; provided that if during the year of employment an employee has served for only a portion of it as a seven-day shift worker, the additional leave shall be one day for every thirty six (36) ordinary shifts worked as a seven-day shift worker. In this subclause reference to one week and one day shall include holidays and non-working days.

Clause - Long Service Leave

Please refer to General Clauses, Clause 1.20 - Long Service Leave.

Clause - Area, Incidence and Duration

Please refer to General Clauses, Clause 1.7 - Area, Incidence and Duration.

KINDERGARTEN & CHILD CARE CENTRES

Clause No.	Subject Matter
	Definitions
11.1	Hours of Labour
11.2	Overtime
11.3	Penalty Rates
11.4	Implementation of 38 Hour Week
11.5	Rostered Days Off Duty
11.6	Rest Pauses
11.7	Junior Employees
11.8	Part-Time Employees
11.9	Casual Employees
11.10	Public Holidays
11.11	Uniforms & Protective Clothing
11.12	In-Service - Pre-Schools & Out of School Hours Care Centres
11.13	Examination and Study Leave
11.14	First Aid Allowance
11.15	Mixed Functions
11.16	Vacation Leave

Wage rates in this section are based on negotiations in the Broken Hill Commerce & Industry Consent Award 2001.

Definitions

- (a) Housekeeper shall mean - an employee other than a leading hand who is mainly responsible for the supervision and control of domestic staff and who may be required, from time to time, to perform any of the duties of such staff.
- (b) Child Care Worker Grade 4 means - an unqualified employee:
- (i) who assists in general child care duties under the direction and supervision of a qualified teacher or a Child Care Worker Grade 1 or a Child Care Worker Grade 2.
 - (ii) A Child Care Worker Grade 4 who successfully completes the Certificate in Child Care studies or the Associate Diploma in Child Care studies conducted by the appropriate standard authority to be of equivalent qualification shall upon such completion be classified as a Child Care Worker Grade 3 or where appropriate as a Child Care Worker Grade 1.
- (c) Child Care Worker Grade 3 means - an employee who has successfully completed the Child Care Certificate, Certificate in Child Care studies or the Associate Diploma in Child Care studies conducted by TAFE:
- (i) who assists in general childcare duties under the direction and supervision of a qualified teacher or a Child Care Worker Grade 1 or Child Care Worker Grade 2.

- (d) Child Care Worker Grade 2 - means - a unqualified employee:
- (i) who is required to develop and/or maintain a developmentally or educationally based curriculum programme, and/or who may be in charge and/or responsible for the supervision of a group of children.
 - (ii) A Child Care Worker Grade 2 who successfully completes the Certificate in Child Care studies or the Associate Diploma in Child Care studies conducted by TAFE shall upon such completion be classified as a Child Care Worker Grade 1 and commence on the rate of pay prescribed for the first year for that classification.
- (e) Child Care Worker Grade 1 means - an employee who has successfully completed the Child Care Certificate or the Certificate in Child Care studies or the Associate Diploma in Child Care studies conducted by TAFE or a course regarded by the employer as comparable or a course accepted by the appropriate standard authority to be of equivalent qualification or who is in the opinion of the employer sufficiently qualified or experienced to be so classified:
- (i) who is required to develop and/or maintain a developmentally or educationally based curriculum program, and/or who may be in charge of and/or responsible for the supervision of a group of children.
- (f) Leading Hand means - an employee placed in charge of other employees and shall be paid the appropriate additional amount per week.
- (g) General Assistant means - an adult employee who:
- (i) works under general supervision performing clerical duties which involve the exercise of some initiative and minor decision making within a regular work routine; and/or
 - (ii) is employed as a typist, stenographer, book keeper, ledger posting or similar accounting machine operator, computer operator, receptionist; and/or
 - (iii) who assists in general childcare duties under the direction and supervision of a qualified teacher or a Child Care Worker Grade 1 or Child Care Worker Grade 2.
- An introductory level for a General Assistant shall be applicable if an employee has not achieved the appropriate level of training and has less than 3 months experience either in the industry, or in another industry where the employee performed work similar to that which he/she is required to perform under this Consent Award.
- Note:
- Current General Assistants receiving \$13.45 per hour will attract the following rate of pay during this Consent Award. This is not a rate of pay for recruitment or advancement and is paid on a "personal to holder" basis only:
- \$13.72 per hour.
- (h) Shift Work
- (i) Night Shift - means any shift finishing subsequent to midnight and at or before 8.00 am or any shift commencing at or after midnight and before 5.00 am.
 - (ii) Afternoon Shift - means any shift finishing after 6.30 pm and at or before 6.30 am.
 - (iii) Early Morning Shift - means any shift commencing at or after 5.00 am and before 6.30 am.

- (iv) Night Shift, Non-rotating - means any shift system in which night shifts are worked which do not rotate or alternate with another shift so as to give the employee at least one third of their working time off night shift in each roster cycle.

11.1. Hours of Labour

- (a) The ordinary working hours, inclusive of crib breaks, shall not, without payment of overtime, exceed an average of thirty-eight per week. Such hours shall be worked as follows:
- (i) Day Workers: Between the hours of 6.30 am and 6.30 pm, Monday to Friday, inclusive. The above hours shall be worked on each day in either one or two shifts provided that the total hours worked on any pay shall not exceed eight hours without the payment of overtime.
- (ii) Shift Workers: Fixed shifts of not more than eight hours' duration to be worked on five days of the week, Monday to Sunday inclusive.
- (b) The employer shall, by legible notice displayed at some place accessible to the employees, notify the ordinary hours of commencing and ceasing work and the ordinary times of crib breaks. Such hours, once notified, shall not be changed without the payment of overtime except by seven day's notice to the employee, excepting by mutual agreement between the employer and the employee, or where alteration is necessary on account of sickness or other absence of an employee.
- (c) If agreed between employer and employee, the ordinary hours of labour worked can be averaged over a 12 week period, as per Section 22(1) - Ordinary Working Hours in the NSW *Industrial Relations Act* 1996.

11.2. Overtime

- (a) The payment of overtime, i.e. time worked outside the ordinary hours or shift, shall be paid at the rate of time and one half for the first two (2) hours and double time thereafter.
- (b) By mutual agreement the rate for overtime may be time off in lieu of overtime provided that:
- (1) Time off shall be calculated at the penalty equivalent.
- (2) The employee is entitled to a fresh choice of payment or time off on each occasion overtime is worked.
- (3) Time off must be taken within one calendar month of the working of the overtime or it shall be paid out.
- (c) Each day's overtime stands alone.

11.3. Penalty Rates

Notwithstanding any other provision for ordinary hours within this Consent Award, an employee maybe engaged to work ordinary hours as set out above in the Definitions, as part of their ordinary hours roster, providing they are paid the following additional penalty.

- (a)

Early morning shift	10%
Afternoon shift	15%
Night shift, rotating with day or afternoon shift	17.5%
Night shift, non-rotating	30%

(b) Saturday & Sunday Work During Ordinary Hours

(i) Shift workers required to work their ordinary hours on a Saturday and/or Sunday shall be paid for all time so worked at the following rates:

Saturday	Time and one half
Sunday	Double Time

(ii) The allowances prescribed in this clause shall be in substitution for and not cumulative upon the shift work allowances prescribed above.

(c) Saturday & Sunday Work - Day Workers

Except as otherwise provided in this Consent Award, work performed on Saturdays and Sundays shall be paid for as follows:

(i) Work performed on Saturday shall be paid for at the rate of time and one-half for the first three hours and double time thereafter with a minimum payment of not less than four hours at such rate.

(ii) Work performed on Sunday shall be paid for at the rate of double time.

(d) Broken Shifts

Employees required to work broken shifts shall be paid an allowance at Item 1 of Section 01b) - Schedule of Allowances for each broken shift so worked in addition to their rate of wages.

11.4. Implementation of 38 Hour Week

(a) The ordinary hours of work shall not exceed an average of 38 per week, as provided in clause 1, Hours of Labour. An employee shall accrue 0.4 of an hour (i.e. 24 minutes) for each eight-hour shift or day worked to give an entitlement to take an accrued rostered day off in each four-week cycle as though worked.

(b)

(i) Each day of paid leave taken (including annual leave but not including long service leave or any period of paid or unpaid stand-down) and any public holiday occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes. Provided, however, that accrued days off shall not be regarded as part of annual leave for any purpose.

(ii) Notwithstanding the provisions of paragraph (i) of this subclause, an employee shall be entitled to no more than twelve paid accrued days off in any twelve months of consecutive employment.

(iii) An employee who has not worked a complete four week cycle in order to accrue a rostered day off, shall be paid a pro rata amount for credits accrued for each day worked in such cycle payable for the rostered day off or, in the case of termination of employment, on termination (i.e., an amount of 24 minutes for each 8 hour day worked).

(c) Subject to subclause (b) of this clause, an employee shall accrue an entitlement to rostered days off in any twelve months of consecutive employment to the extent provided in the following table:

Number of Weeks Establishment Open Per Year	Accrued Days off Per Year
40 weeks	10
41 weeks	10.25

42 weeks	10.50
43 weeks	10.75
44 weeks	11.00
45 weeks	11.25
46 weeks	11.50
47 weeks	11.75
48 weeks - 52 weeks	12.00

(d) The method of implementation of the 38 hour week shall be any of the following:

19 Day Month -

- (i) By mutual agreement between the employer and employee concerned, the employer may fix one work day in every fourth week as an accrued rostered day off to the extent of such rostered days off accrued in accordance with subclause (c) of this clause; or

Accumulation -

(ii)

- (1) Establishments Operating 48 - 52 Weeks - The employee may accrue sufficient accrued days off to enable such days to be taken as rostered days off to a maximum block of five days at any one time in any twelve months of consecutive employment, and provided that no two blocks of rostered days off shall follow on consecutively.

The employee shall take such rostered days off by mutual agreement with the employer.

- (2) Establishments Operating 40 - 47 Weeks - An employee may accrue sufficient accrued days off to the extent accrued in accordance with subclause (c) of this clause to enable such days to be taken as rostered days off to a maximum block of seven days at any one time in any twelve months of consecutive employment. Provided that any days accrued in excess of seven days in any twelve months of consecutive employment may be subsumed into a period of paid stand down.

The employee shall take such rostered days off by mutual agreement with the employer.

General Assistants - Are required to take their 5 weeks Annual Leave and 10 days Rostered Days Off during the Christmas break. General Assistants will work the duration of all other School Holidays.

Part-time Employees - A part-time employee who works five days per week shall accrue an entitlement to rostered days off in the same ratio of weeks worked to accrued days as set out in subclause (c) of this clause.

Such rostered days off shall then be taken in accordance with this subclause.

A part-time employee who works less than five days per week shall be paid for all hours worked in lieu of an entitlement to accrued days off prescribed by this clause.

- (e) Casual Employees - A casual employee shall be paid for all hours worked in lieu of an entitlement to accrued days off prescribed by this clause.

11.5. Rostered Days Off Duty

- (a) Rostering -

- (i) Notice - Except as provided in paragraph (ii), an employee shall be advised by the employer at least four weeks in advance of the day or days he or she is to be rostered off duty.
 - (ii) Substitution - An individual employee with the agreement of the employer may substitute the day they are rostered off duty for another day.
 - (iii) Payment of Wages - Where an employee is paid by cash or cheque and such employee is rostered off duty on a day which coincides with pay day, such employee shall be paid no later than the working day immediately following pay day.
 - (iv) Accumulation - Rostered days off may accumulate in accordance with paragraph (ii) of subclause (d) of clause 4 of this award.
- (b) Payment of Rostered Days Off - For every ordinary hour paid for, payment to the employee of one twentieth (5%) of the hourly rate will be withheld by the employer and then paid in the pay week in which the employee's rostered day off is taken.
 - (c) Rostered Day Off Falling on a Public Holiday - Where an employee's rostered day off falls on a public holiday the employee and the employer shall agree to the substitution of an alternative day off. Provided, however, that where such agreement is not reached the substituted day may be determined by the employer.
 - (d) Sick Leave and Rostered Days Off - An employee is not eligible for sick leave in respect of absences on rostered days off as such absences are outside the ordinary hours of duty.
 - (e) Compassionate Leave and Rostered Days Off - An employee shall not be entitled to payment for compassionate leave in respect of absences on rostered days off as such absences are outside the ordinary hours of duty.
 - (f) Work on Rostered Day Off - Except as provided in paragraph (ii) of subclause (a) of this clause, any employee required to work on a rostered day off shall be paid in accordance with the provisions of clause 2, Overtime, of this award and an alternative day shall be granted as a rostered day off.

11.6. Rest Pauses

All employees shall be allowed a tea break of ten minutes per shift between the second and third hour from starting time and, if the work exceeds seven hours from starting time the employee shall be allowed a further tea break of ten minutes, to be taken at a time mutually convenient to the employer and the employees in the establishment concerned.

See *Children (Care & Protection) Act 1987* for provisions relating to supervision of children.

11.7. Junior Employees

- (a) Juniors may not be employed as Housekeepers, Cooks or Cleaners. Juniors shall be paid the following percentages of the appropriate adult rate of pay specified for the classification under which the junior is engaged:

Under 17 years	70%
At 17 years	80%
At 18 years	90%
At 19 years	100%
- (b) Junior employees employed otherwise than in accordance with subclause (a) of this clause, shall be paid the appropriate adult rate of pay. The employment of junior employees is further subject to the following conditions:

- (i) The ratio of juniors to adults employed in any capacity in any establishment shall not exceed the following ratios -

Where up to 20 children are catered for - one junior to one adult.

Where over 20 children are catered for - one junior to two adults.

- (ii) Junior employees engaged as trainee Child Care Workers Grade 1 shall be required, as a condition of employment, to train as such. Such employees shall attend the Associate Diploma of Social Science (Child Studies) Course or such other technical college course as is necessary.
- (iii) The employer shall, in respect of each trainee Child Care Worker Grade 1, pay all fees and charges necessary to attend and complete the said course and shall, if necessary, allow the employee time off duty without deduction of pay to attend the said course.
- (iv) An employer shall not, as a result of coming into force of this award, retrench, terminate the services or alter the position of any existing adult employee to their prejudice, including replacement by a junior employee.

11.8. Part-Time Employees

Adults may be employed as part-time employees in any classification in this section on the following basis.

- (a) Not less than twelve (12) hours per week.
- (b) Part-time employees shall be paid a minimum of three hours' pay for each day engaged.
- (c) Part-time employees shall be paid the minimum rostered hours.
- (d) All time worked in excess of eight hours per day shall be overtime and paid for at the rate prescribed for other weekly employees.
- (e) The hours of duty each day shall be worked continuously. Provided that an employee who is required to work longer than four hours shall be granted a meal break of not less and not more than thirty minutes.

The meal break shall be counted as time worked.

- (f) Part-time employees shall be paid hourly rates of pay calculated at 1/38th of the weekly rate plus 10%.
- (g) Notwithstanding anything else contained in this Consent Award, the provisions of this Consent Award with respect to Annual Leave, Annual Leave Loading, Sick Leave, Long Service Leave, Compassionate Leave, Parental Leave and Holidays shall apply to part-time employees on a pro-rata basis for each employee.
- (h) One month's notice is to be given to change an employee's employment from part-time to casual.
- (i) Part-time employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

11.9. Casual Employees

- (a) Casual employees are those who are engaged for irregular short periods for the work of their calling.
- (b) A casual employee shall be paid a minimum engagement of four hours. A casual cleaner shall be paid a minimum engagement of two hours.

- (c) Casual employees in this section shall be paid hourly rates of pay calculated at 1/38th of the weekly rate plus 20%, Monday to Friday, inclusive.
- (d) Casual employees, after twelve months service, shall be entitled to annual leave, calculated at five-forty sevenths of the gross earnings.
- (e) Casual employees, shall also be granted an annual leave loading of 17.5% of their holiday pay. The loading is payable on annual leave only.
- (f) Casual employees are entitled to long service leave.
- (g) Casual employees who leave the service of any establishment of one employer or is put off before the expiration of twelve months service shall receive proportionate payment accordingly.
- (h) Casual employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

11.10. Public Holidays

- (a) The following shall be recognised public holidays:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Queen's Birthday, Christmas Day and Boxing Day.
- (b) The above holidays with all gazetted state-wide holidays shall be observed and for such holidays the employee shall be paid.
- (c) Employees engaged in the Child Care Industry in the County of Yancowinna required to work on any such holiday prescribed shall be paid for at the rate of double time and one half the ordinary rate with a minimum payment of four hours.
- (d)
 - (i) Where a holiday, as prescribed in this Consent Award in Clause 1.28 of the General Clauses, occurs on the rostered day or days off of a seven-day shift worker and:-
 - (1) the employee is not required to work on that day, the employer shall pay such employee eight hours' ordinary pay in respect of such day;
 - (2) the employee is required to work on that day, the employer shall pay such employee eight hours' ordinary pay in respect of such time and in addition at the rate of time and one-half for the first eight hours (with a minimum payment of four hours) and double time and one-half thereafter.
 - (ii) The employer may, in lieu of the payment of eight hours' ordinary pay prescribed in paragraph (i) of this subclause, add a day to the annual leave period.
 - (iii) Any day or days added in accordance with this subclause shall be the working day or days immediately following the annual leave period to which the employee is entitled under Clause 1.28 of the General Clauses of this Consent Award.
 - (iv) Where the employment of an employee has been terminated and the employee thereby becomes entitled under section 4 of the *Annual Holidays Act 1944*, to payment in lieu of an annual holiday with respect to a period of employment, they shall be entitled also to an additional payment for each day accrued to them under this clause, at the appropriate ordinary rate of pay, if payment has not already been made in accordance with paragraph (i) of this subclause.
- (e) For the purpose of this clause any employee whose ordinary hours of work commence before or continue past midnight shall be regarded as working on a holiday only if the greater number of their

working hours fall on the holiday, in which case all time worked shall be regarded as holiday work; provided that if the number of ordinary hours worked before and past midnight is equal, all ordinary time worked shall be regarded as time worked on the day on which the shift commenced.

11.11. Uniforms & Protective Clothing

(a) In the event of an employee being required to wear a uniform such uniform shall be provided by and laundered at the employer's expense, or, by mutual agreement, such employees shall be paid an allowance at Item 4 of Section 01b) - Schedule of Allowances of the General Clauses of this Consent Award.

(b) Rubber Boots:

Where employees are required to work outside or in toilets in wet conditions they shall be supplied with rubber boots, which shall remain the property of the employer.

(c) Rubber Gloves:

Where employees are required to clean toilets or to use acids or other injurious substances or detergents they shall be supplied with rubber gloves, which shall remain the property of the employer and shall be replaced by the employer when unserviceable.

(d) Protective clothing, overalls or uniforms supplied pursuant to this Consent Award shall remain the property of the employer and shall be returned upon termination of employment.

11.12. In-Service - Pre-Schools & Out of School Hours Care Centres

(a) This clause shall apply only to pre-schools operating 40 weeks per year and out of school hours care centres operating 40 weeks per year.

(b) Employees may be required to attend Child Care Centre approved in-service courses totalling up to an accrued value time of 38 hours duration in any calendar year. In computing attendance at in-service courses, each year shall stand alone.

(c) Attendance at such in-service courses may be during stand-down (non-term) time.

(d) An employee attending in-service courses outside their ordinary hours of work shall accrue such hours as "accrued value time" at the rate of one and a half hours accrued for each of the first two hours of such in-service attended and two hours accrued for each additional hour of in-service attendance thereafter. In computing "accrued value time" each day's in-service shall stand alone.

Such "accrued value time" shall count toward hours of attendance at in-service courses in accordance with subclause (b) of this clause.

(e) Employees attending in-service courses as compulsory attendance only, shall be reimbursed for travel, accommodation and meals.

11.13. Examination and Study Leave

An employee who for the purpose of obtaining the Associate Diploma of Social Science (Child Studies) enrolls at a College of Technical and Further Education shall be granted leave with pay on the day of any examination required in the course. Provided that such leave of absence shall only be approved where a month's prior notice is given to enable alternative staffing arrangements to be effected.

11.14. First Aid Allowance

A first aid allowance at Item 2 of Section 0lb) - Schedule of Allowances shall be paid to all employees with a First Aid Certificate. Employees must pay for the renewal of such certificate.

11.15. Mixed Functions

An employee engaged during a day or shift on work carrying a higher rate than their ordinary classification shall receive:

- (a) for work 30 minutes or more shall be paid an allowance at Item 3 of Section 0lb) - Schedule of Allowances.
- (b) this clause shall not apply to General Assistants alternating between office and childcare duties that perform part of the definition of a General Assistant.

11.16. Vacation Leave

Staff employed in services, which are closed during the year for school vacation periods receive payment at the normal rate of pay during these vacations. During the Christmas vacation only, an employee with insufficient credit of leave to maintain the ordinary rate of pay may be stood down without the pay for a maximum of four weeks.

This will not apply to General Assistant Classification.

MEAT INDUSTRY (PROCESSING)

Clause No.	Subject Matter
4.1.	Annual Leave
4.2.	Long Service Leave
4.3.	Area, Incidence and Duration

Terms and Conditions of Employment

For terms and conditions of employment under this section, please refer to the Federal Meat Industry (Processing) Award, except for the following Clauses.

4.1. Annual Leave

- (i) Each employee after twelve months service in any one establishment of one employer shall be granted five (5) weeks holidays on full pay.
- (ii) Employees who leave the service of any establishment or is put off before the expiration of twelve months service shall receive proportionate payment accordingly, and in conformity with the *Annual Holidays Act* NSW.
- (iii) Holidays may be taken in one or two separate periods, and in the case of two periods being agreed upon, the definite commencing dates for each period shall be agreed upon prior to the commencement of the first period of leave being taken.
- (iv) Part-time employees receive pro-rata Annual Leave entitlements.
- (v) Where an employer and employee agree the employee may 'cash in' the fifth week of their Annual Leave. Payment of the 'cashed in' week will be made at the time of taking the bulk of the employee's Annual Leave.

- (vi) In addition to the leave provided for by subclause (i) of this clause, seven-day shift workers, that is, shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed one week's leave; provided that if during the year of employment an employee has served for only a portion of it as a seven-day shift worker, the additional leave shall be one day for every thirty six (36) ordinary shifts worked as a seven-day shift worker. In this subclause reference to one week and one day shall include holidays and non-working days.

4.2. Long Service Leave

Please refer to General Clauses, Clause 1.18 - Long Service Leave.

4.3. Area, Incidence and Duration

Please refer to General Clauses, Clause 1.7 - Area, Incidence and Duration.

MOTELS SECTION

Clause No. Subject Matter

	Terms and Conditions of Employment
23.	Annual Leave
	Long Service Leave
35.	Area, Incidence and Duration

A property holding a "Hoteliers' Licence" shall, for the purposes of this Consent Award, be classified as a Hotel and pay in accordance with the provisions under the Hotels section not the Motels section.

Wage rates in this section are based on negotiations in the Broken Hill Commerce and Industry Consent Award 2001.

Terms and Conditions of Employment

For terms and conditions of employment under this section, please refer to the Motels, Accommodation and Resorts (Federal) Award, (Code AW787952) except for the following Clauses.

23. Annual Leave

- (i) Each employee after twelve months service in any one establishment of one employer shall be granted five (5) weeks holidays on full pay.
- (ii) Employees who leave the service of any establishment or is put off before the expiration of twelve months service shall receive proportionate payment accordingly, and in conformity with the *Annual Holidays Act* NSW.
- (iii) Holidays may be taken in one or two separate periods, and in the case of two periods being agreed upon, the definite commencing dates for each period shall be agreed upon prior to the commencement of the first period of leave being taken.
- (iv) Part-time employees receive pro-rata Annual Leave entitlements.
- (v) Where an employer and employee agree the employee may 'cash in' the fifth week of their Annual Leave. Payment of the 'cashed in' week will be made at the time of taking the bulk of the employee's Annual Leave.

- (vi) In addition to the leave provided for by subclause (i) of this clause, seven-day shift workers, that is, shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed one week's leave; provided that if during the year of employment an employee has served for only a portion of it as a seven-day shift worker, the additional leave shall be one day for every thirty six (36) ordinary shifts worked as a seven-day shift worker. In this subclause reference to one week and one day shall include holidays and non-working days.

Long Service Leave

Please refer to General Clauses, Clause 1.18 - Long Service Leave.

35. Area, Incidence and Duration

Please refer to General Clauses, Clause 1.7 - Area, Incidence and Duration.

NATIONAL TRAINING WAGE SECTION

Subject Matter

Terms and Conditions of Employment
 Clause - Annual Leave
 Clause - Long Service Leave
 Clause - Area, Incidence and Duration

Terms and Conditions of Employment

For definitions, terms and conditions of employment under this section, please refer to the National Training Wage Award, except for the following Clauses:

Clause - Annual Leave

- (i) Each employee after twelve months service in any one establishment of one employer shall be granted five (5) weeks holidays on full pay.
- (ii) Employees who leave the service of any establishment or is put off before the expiration of twelve months service shall receive proportionate payment accordingly, and in conformity with the *Annual Holidays Act NSW*.
- (iii) Holidays may be taken in one or two separate periods, and in the case of two periods being agreed upon, the definite commencing dates for each period shall be agreed upon prior to the commencement of the first period of leave being taken.
- (iv) Part-time employees receive pro-rata Annual Leave entitlements.
- (v) Where an employer and employee agree the employee may 'cash in' the fifth week of their Annual Leave. Payment of the 'cashed in' week will be made at the time of taking the bulk of the employee's Annual Leave.
- (vi) In addition to the leave provided for by subclause (i) of this clause, seven-day shift workers, that is, shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed one week's leave; provided that if during the year of employment an employee has served for only a portion of it as a seven-day shift worker, the additional leave shall be one day for every thirty six (36) ordinary shifts worked as a seven-day shift worker. In this subclause reference to one week and one day shall include holidays and non-working days.

Clause - Long Service Leave

Please refer to General Clauses, Clause 1.18 - Long Service Leave.

Clause - Area, Incidence and Duration

Please refer to General Clauses, Clause 1.7 - Area, Incidence and Duration.

NB: Trainee pay increases are effective from the 1st January annually, as increases are incremented from "years out of school", not "years of service" nor "birthday anniversary".

PLANT OPERATORS AND EARTHMOVING SECTION

Clause No.	Subject Matter
	Terms and Conditions of Employment
19.	Sick Leave
22.	Annual Leave
23.	Long Service Leave
29.	Annual Leave Loading
45.	Area, Incidence and Duration

Terms and Conditions of Employment

For terms and conditions of employment under this section, please refer to the Plant, &c., Operators on Construction (State) Award, except for the following Clauses:

In addition to the wage rates prescribed in the Plant, &c., Operators on Construction (State) Award, (Code 534) the Broken Hill Allowance of \$12.40 per week shall be applied.

19. Sick Leave

Please refer to General Clauses, Clause 1.30 - Sick Leave.

22. Annual Leave

Please refer to General Clauses, Clause 1.3 which reads as follows:

- (a) Each employee after twelve months service in any one establishment of one employer shall be granted five (5) weeks holidays on full pay. Provided that by agreement between the employer and employee, one (1) weeks entitlement under this clause may be "cashed out" and the period of actual leave reduced to four weeks. Each year stands alone.
- (b) Employees who leave the service of any establishment or is put off before the expiration of twelve months service shall receive proportionate payment accordingly, and in conformity with the *Annual Holidays Act* NSW.
- (c) Holidays may be taken in one or two separate periods, and in the case of two periods being agreed upon, the definite commencing dates for each period shall be agreed upon prior to the commencement of the first period of leave being taken.
- (d) Part-time employees receive pro-rata Annual Leave entitlements.

23. Long Service Leave

Please refer to General Clauses, Clause 1.18 - Long Service Leave.

29. Annual Leave Loading

Please refer to General Clauses, Clause 1.4 - Annual Leave Loading.

45. Area, Incidence and Duration

Please refer to General Clauses, Clause 1.7 - Area, Incidence and Duration.

RESTAURANTS, FISH SHOPS AND CAFES WHERE MEALS ARE SERVED

Clause No.	Subject Matter
16.1	Definitions
16.2	Hours of Labour
16.3	Overtime
16.4	Penalty Rates
16.6	Part-Time Employees
16.7	Roster
16.8	Public Holidays
16.9	Broken Shifts
16.10	Apprentices and Junior Employees

Wages rates in this section are based on negotiations in the Broken Hill Commerce and Industry Agreement (Consent Award).

The Restaurant Employees (State) Award was used as a guideline for the definitions used in this Agreement.

16.1. Definitions

- (a) First Cook in Charge (Qualified Cook) shall mean a cook who has successfully completed and can produce appropriate documentary evidence to their employer to the effect that they have successfully completed an apprenticeship in cooking at any approved or recognised school or college, or has completed an appropriate trade course at such college.
- (b) Second and Subsequent Cooks shall mean an employee who may be required to perform any working duties including that of relieving the chef on his rostered days off or when on annual leave.
- (c) Bar Attendant shall mean any person employed for more than two hours in any one day or night in supplying, dispensing or mixing of liquor and service of same to waiting staff.
- (d) Waiter/Waitress shall mean an employee engaged in waiting on tables and performing duties allied thereto, such as setting up tables, cleaning silver and other table appointments.

16.2. Hours of Labour

- (a) As of 1 July 1999 the ordinary hours of work shall not exceed thirty-eight hours per week, excluding half an hour each day for mealtime, and shall be worked in five days.
- (b) All employees shall be entitled to two full days off each week.
- (c) If agreed between employer and employee, the ordinary working hours can be averaged over a 12-week period, as per Section 22 - Ordinary Working Hours in the NSW *Industrial Relations Act*, 1996.

- (d) An employee who works five ordinary hours or more shall be allowed on any such day an unpaid meal break of one hour between the hours commencing not earlier than 11.30 am and finishing not later than 3.00 pm. Provided that where agreement between the employer and employee, a meal break of between 30 minutes and one hour may apply. The meal break shall be given and taken so that no employee shall work more than five consecutive hours without a meal

16.3. Overtime

- (a) The payment of overtime, i.e. time worked outside the ordinary hours or shift, shall be paid at the rate of time and one half for the first two (2) hours and double time thereafter.
- (b) By mutual agreement the rate for overtime may be time off in lieu of overtime provided that:
- (1) Time off shall be calculated at the penalty equivalent.
 - (2) The employee is entitled to a fresh choice of payment or time off on each occasion overtime is worked.
 - (3) Time off must be taken within one calendar month of the working of the overtime or it shall be paid out.
- (c) Each day's overtime stands alone.

16.4. Penalty Rates

- (a) All ordinary time worked on a Saturday, shall be paid for at the rate of time and one half.
- (b) All ordinary time worked on a Sunday shall be paid for at the rate of time and three quarters.

16.5. Casual Employees

- (a) Casual employee are those who are engaged for irregular short periods for the work of their calling.
- (b) A casual employee shall be paid per hour at the rate of 1/38th of the weekly rate prescribed for the class of work performed, plus the appropriate undermentioned addition to that rate:
- (i) 25% for work on Monday to Friday inclusive.
 - (ii) 50% for work on Saturday.
 - (iii) 75% for work on Sunday.
- (c) Casual employees shall be paid for a minimum engagement of two hours.
- (d) Casual employees, after twelve months service, shall be entitled to annual leave, calculated at five-forty sevenths of the gross earnings.
- (e) Casual employees shall also be granted an annual leave loading of 17 1/2% of their holiday pay. The loading is payable on annual leave only.
- (f) Employees who leave the service of any establishment of one employer or is put off before the expiration of twelve months service shall receive proportionate payment accordingly.
- (g) Casual employees are entitled to Long Service Leave.
- (h) Casual employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

16.6. Part - Time Employees

Part-time employees may be employed in any classification in this section of the Consent Award on the basis as follows:

- (a) Not less than twenty hours each week and not in excess of thirty hours per week.
- (b) All time worked in excess of eight hours per day shall be overtime and paid for at the rate prescribed for other weekly employees.
- (c) The hours of duty each day shall be worked continuously. Provided that an employee who is required to work longer than four hours shall be granted a meal break of not less and not more than thirty minutes.

The meal break shall be counted as time worked.

- (d) Part-time employees shall be paid the ordinary appropriate hourly rate prescribed for the classification in which they are employed plus ten percent.
- (e) Part-time employees shall be paid the minimum rostered hours.
- (f) Notwithstanding anything else contained in this Consent Award, the provisions of this Consent Award with respect to Annual Leave, Annual Leave Loading, Sick Leave, Long Service Leave, Compassionate Leave, Parental Leave and Holidays shall apply to part-time employees on a pro-rata basis for each employee.
- (g) One month's notice is to be given to change an employee's employment from part-time to casual.
- (h) Part-time employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

16.7. Roster

- (a) A roster showing the hours of all employees for a period of at least seven days in advance shall be posted in a position accessible to all employees.
- (b) Not less than seven days' notice of any alteration of the roster shall be given to the employee, providing that such notice shall not have to be given where an alteration is necessary on account of sickness or other absence of the employee.
- (c) If a part time employee is not given at least seven days notice of a change of rostered hours the employee will be paid an extra ten percent for the whole of the period of any affected shift(s) except where the change of roster has been requested by the employee

16.8. Public Holidays

- (a) The following shall be recognised public holidays:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Queen's Birthday, Christmas Day and Boxing Day.
- (b) The above holidays with all gazetted statewide holidays shall be observed and for such holidays the employee shall be paid.
- (c) Employees engaged in the Restaurant Industry in the County required to work on any such holiday prescribed shall be paid for at the rate of double time and one half the ordinary rate with a minimum payment of four hours.

- (d) An employee whose rostered day or days off coincides with a holiday prescribed in this Consent Award in Clause 1.28 of the General Clauses shall receive one of the following:
- (i) an additional day's pay; or
 - (ii) an additional day added to annual leave; or
 - (iii) an additional day off with pay to be given within 28 days.
- (e) Employees who never work on the day the Public Holiday falls eg. a Monday-Friday roster where Saturday is the Public Holiday, receive no additional benefits.
- (f) An employee absent without leave on the working day before or on the day after such holiday, shall forfeit wages for the days of absence and for the holiday except where absence is due to illness of the employee or other reasonable cause.
- (g) Where two or more public holidays fall together and an employee absents themselves from work without reasonable excuse on both the working day before and the working day after such holiday they will lose the benefits of this clause in respect of all such holidays, but when they are absent without reasonable excuse on one day only (before or after such holiday) they shall lose such benefits only in respect of one public holiday.

16.9. Broken Shifts

Employees required to work broken shifts shall be paid an allowance at Item 1 of Section 0lb) - Schedule of Allowances for each broken shift so worked in addition to his or her rate of wages.

16.10. Apprentices and Junior Employees

- (a) The apprentice provisions contained in this Consent Award are pursuant to Part 2, Division 1 (4) of the *Apprenticeship and Traineeship Act 2001*
- (b) The minimum wages payable to apprentice cooks, shall be the following percentages of the wage prescribed for a First Cook in Charge (Qualified Cook) under this Consent Award.
- | | |
|----------|-----|
| 1st year | 46% |
| 2nd year | 54% |
| 3rd year | 68% |
| 4th year | 80% |
- (c) The minimum rate of wages for junior employees shall be the undermentioned percentages of the rates prescribed for the appropriate adult classification for the work performed for the area in which such junior is working.
- | | |
|-----------------------|-----|
| Under 18 years of age | 62% |
| At 18 years | 68% |
| At 19 years | 78% |
| At 20 years | 88% |
- (d) Junior employees are to have structured training, internal and/or external, incorporated into their duties.

SECURITY INDUSTRY SECTION

Clause No.	Subject Matter
23.	Annual Leave
24.	Long Service Leave
42.	Area, Incidence and Duration

Terms and Conditions of Employment

For terms and conditions of employment under this section, please refer to The Security Industry (State) Award, (Code 218) except for the following Clauses.

23. Annual Leave

- (i) Each employee after twelve months service in any one establishment of one employer shall be granted five (5) weeks holidays on full pay.
- (ii) Employees who leave the service of any establishment or is put off before the expiration of twelve months service shall receive proportionate payment accordingly, and in conformity with the *Annual Holidays Act NSW*.
- (iii) Holidays may be taken in one or two separate periods, and in the case of two periods being agreed upon, the definite commencing dates for each period shall be agreed upon prior to the commencement of the first period of leave being taken.
- (iv) Part-time employees receive pro-rata Annual Leave entitlements.
- (v) Where an employer and employee agree the employee may 'cash in' the fifth week of their Annual Leave. Payment of the 'cashed in' week will be made at the time of taking the bulk of the employee's Annual Leave.
- (vi) In addition to the leave provided for by subclause (i) of this clause, seven-day shift workers, that is, shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed one week's leave; provided that if during the year of employment an employee has served for only a portion of it as a seven-day shift worker, the additional leave shall be one day for every thirty six (36) ordinary shifts worked as a seven-day shift worker. In this subclause reference to one week and one day shall include holidays and non-working days.

24. Long Service Leave

Please refer to General Clauses, Clause 1.18 - Long Service Leave.

42. Area, Incidence and Duration

Please refer to General Clauses, Clause 1.7 - Area, Incidence and Duration.

In addition to the wage rates prescribed in the Security Industry (State) Award, the Broken Hill Allowance of \$12.40 per week shall be applied.

SHOP ASSISTANTS

SECTION 1

Clause No.	Subject Matter
18.1	Recognition of Unions
18.2	Hours of Labour
18.3	Roster
18.4	Rest Pause
18.5	Overtime
18.6	Employee Classifications
18.7	Definitions
18.8	Casual Employees
18.9	Permanent Part-Time Employees
18.10	Christmas Temporary Staff

- 18.11 Public Holidays
- 18.12 Night Fill

SECTION 2

Exempted Shops including Special Shops

- 18.2.1 Classified Shops
- 18.2.2 Application of Section 1
- 18.2.3 Hours of Labour
- 18.2.4 Roster
- 18.2.5 Overtime
- 18.2.6 Casual Employees
- 18.2.7 Permanent Part-Time Employees
- 18.2.8 Public Holidays

SECTION 3

Petrol, Oil Resellers and Lubritorium Operators Only

- 18.3.1 Definitions
- 18.3.2 Application of Clause 18.1 of Section 1 Shop Assistants
- 18.3.3 Hours of Labour
- 18.3.4 Shift Definitions and Penalties
- 18.3.5 Roster
- 18.3.6 Overtime
- 18.3.7 Casual Employees
- 18.3.8 Permanent Part-Time Employees

SECTION 1

Wage rates in this section are based on those negotiated in the Broken Hill Commerce and Industry Consent Award 2001.

18.1. Recognition of Unions

- (a) Employers are free to engage employees through any source.
- (b) Any union employee acting in the capacity of relieving manager of a non-unionist manager, shall be free to act with the same authority as such manager, and may exercise all necessary authority during the absence of such regular manager.
- (c) Both relieving managers and branch managers shall be fully responsible for implementing and maintaining company policy including the engagement and termination of staff services.

18.2. Hours of Labour

- (a) The hours of work per week shall not exceed thirty-eight.
- (b) If agreeable between employer and employee, the ordinary working hours can be averaged over a 12-week period, as per Section 22 - Ordinary Working Hours in the NSW *Industrial Relations Act* 1996.
- (c) An employee who works five ordinary hours or more on any day shall be allowed on such day an unpaid meal break of one hour between the hours commencing not earlier than 11.30 am and finishing not later than 3.00 pm. Provided that where agreement exists between the employer and employee, a meal break of between 30 minutes and one hour may apply. The meal break shall be given and taken so that no employee shall work more than five consecutive hours without a meal.

(d) Retail trading hours under this Consent Award shall be:

(i) Commencing Time

The commencing time of ordinary hours of work by employees shall be 6.00 am Monday to Saturday, with 8.00 am in shops which may lawfully trade on Sunday.

(ii) Ceasing Time

The times for the cessation of the ordinary hours of work by employees shall be 10.00 pm Monday to Friday, 6.00 pm Saturday and 5.00 pm in shops which may lawfully trade on a Sunday.

(e) Shift Penalties

Notwithstanding any other provision for ordinary hours within this Consent Award, an employee may be engaged to work ordinary hours as set out below as part of their ordinary hours roster, providing they are paid the following additional penalty.

(i) Monday to Wednesday (inclusive)

All ordinary hours worked after 6.00 pm Monday to Wednesday inclusive, 15%.

(ii) Thursday and Friday

All ordinary hours worked after 6.00 pm Thursday and Friday, 25%.

(iii) Saturday

All ordinary hours worked on Saturday, 25%.

(iv) Sunday

An employee employed in a shop which may lawfully trade on a Sunday shall be paid at the rate of Time plus 50% in respect of ordinary hours of work and Double Time for all other time worked on a Sunday.

18.3. Roster

(a) A roster showing the working hours of all employees for a period of at least seven days in advance shall be posted in a position accessible to all employees.

(b) Not less than seven day's notice of any alteration of the roster shall be given to the employee, such notice shall not be given where an alteration is necessary on account of sickness or other absence of an employee.

(c) Rostered Days Off

(i) All Full-time and Part-time employees shall be entitled to two consecutive days off in each two weekly period of work.

(ii) Exceptions to (i) above will be:

- (1) By the implementation of the provisions of Section 22 - Ordinary Working Hours in the NSW *Industrial Relations Act 1996*.
- (2) By separate agreement between the employer and employee.

18.4. Rest Pause

Each employee, who is rostered for more than two hours per shift, shall be given a ten minute rest pause, at a time convenient to the employer.

18.5. Overtime

- (a) The payment of overtime, i.e. time worked outside the ordinary hours or shift shall be paid at the rate of time and one half for the first two (2) hours and double time thereafter provided that employees shall attend to any customer who may be in a shop at closing time and shall put away goods displayed during a sale for the first ten without payment; should the ten minutes be exceeded, time worked beyond the end of the shift shall be paid for at overtime rates.
- (b) By mutual agreement the rate for overtime may be time off in lieu of overtime provided that:
 - (1) Time off shall be calculated at the penalty equivalent.
 - (2) The employee is entitled to a fresh choice of payment or time off on each occasion overtime is worked.
 - (3) Time off must be taken within one calendar month of the working of the overtime or it shall be paid out.
- (c) Each day's overtime stands alone.

18.6. Employee Classifications

Branch Manager
Departmental Manager
Head Assistant (Section Head)
Traveller
Window Dresser
Junior Window Dresser
Shop Walker or Floor Supervisor
Senior and Junior Shop Assistants
Deliverer
Ticket Writer
Fork Lift Operator
Checkout Operator
Demonstrator

18.7. Definitions

- (a) Employee for the purpose of this section shall include any person in the County of Yancowinna employed in or in connection with any retail shops or stores other than retail shops or stores covered by a Specific Award and shall include persons engaged in manufacturing Millinery, or in Dressmaking, or employees engaged in the Dry Cleaning Industry as Counter Assistants, Factory Assistants, Spotters, Pressers or in delivery or picking up of goods.

It shall also apply to persons employed in New Car and Used Car establishments as car salespersons, parts salespersons and assistants.

It shall also apply to employee itinerant salespersons selling from door to door any of the goods usually stocked by the above mentioned shops or stores.

- (b) A branch manager is an employee in charge of any shop.
- (c) A branch manager with the duty of buying is a branch manager whose duties include the purchasing of merchandise from a wholesaler or manufacturer for the purpose of sale by retail and who uses initiative and discrimination in the selection of new items of merchandise in addition to stock replacements. This classification excludes any branch manager who only records lines of merchandise to a standard level.
- (d) A departmental manager is an employee controlling other employees and in charge of a department in a shop with or without the duty of buying and selecting.
- (e) A head assistant (section head) is an employee of any age controlling two or more assistants in a department in which a departmental manager is not actively engaged.
- (f) A senior assistant is an employee who is 21 years of age and over.
- (g) A shop walker or floor supervisor is a shop assistant principally engaged in walking the floor, direction of customers, supervising sales and/or checking bills.
- (h) A senior window dresser is a senior employee principally engaged in dressing windows.
- (i) A junior window dresser is an employee under the age of 21 years engaged in dressing windows under the supervision of a senior window dresser.
- (j) A traveller or order person is an employee in or out of any shop collecting or soliciting orders during the Principal part of their time each week.
- (k) A deliverer is an employee who delivers goods by motor vehicle.
- (l) A junior assistant is an employee who is under 21 years of age.
- (m) A ticket writer is an employee principally engaged in writing tickets and/or notices and advertisements.
- (n) A checkout operator is an employee engaged at the checkout for the purpose of recording the value of goods purchased, whether by machine or otherwise, and accepting payment, or charging, for the goods purchased by customers.
- (o) A demonstrator is an employee who displays goods for sale and in a practical way describes and/or demonstrates the particular features of the product or products demonstrated.

18.8. Casual Employees

- (a) Employees engaged for less than one week and shall be paid for actual time worked and at an hourly rate equal to the appropriate weekly rate divided by 38 plus 30%, inclusive of Annual Leave, Sick Leave.
- (b) Casuals are to be engaged for a minimum of two hours if engage prior to 4.00 pm, and a minimum of one and one half hours if engaged from 4.00 pm.

18.9. Permanent Part-Time Employees

Employers shall be entitled to engage staff on a regular part-time basis as follows:

- (a) A Part-time employee shall mean an employee who is employed to work regular days and regular hours, either of which are less than the number of days or hours worked by weekly employees, but such days shall not be less than 2 per week and such hours shall not be less than 12 per week.
- (b) Part-time employees shall be paid hourly rates of pay calculated at 1/38th of the weekly rate, but with a minimum of 4 hours per shift.
- (c) Part-time employees shall be entitled to pro-rata Annual Leave, Sick Leave and Long Service Leave.

18.10. Christmas Temporary Staff

Employment of staff during summer vacation (known in Broken Hill as Christmas School Holidays).

- (a) Employees entitled to payment for Christmas holidays shall be:
 - (i) All employees who continue their employment for any period immediately following the statutory Christmas holidays.
 - (ii) All employees who commence before December 1, and whose employment is terminated on December 24;
 - (iii) All employees who commence on December 1 or up to and including December 10, and whose employment is terminated prior to December 24, but who are subsequently re-employed by the same employer at any time prior to January 21, i.e. during the four weeks following Christmas Day.
- (b) Employees not entitled to Christmas holidays shall be:
 - (i) Any employee whose services are terminated on or prior to December 23;
 - (ii) Any employee who commences employment on or after December 11, and terminates such employment on or before December 24;
 - (iii) Any employee who commences between December 1, and December 24, and whose services are terminated on or before December 24, and is not subsequently re-employed by the same employer prior to January 21 in the following year.

18.11. Public Holidays

- (a) The following shall be recognised public holidays:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Queen's Birthday, Christmas Day and Boxing Day.
- (b) The above holidays with all gazetted statewide holidays shall be observed, and for such holidays the employee shall be paid.
- (c) Set Roster - Employee Works Same Days Each Week
 - (1) Full-time or Part-time employees who are normally rostered to work on a Public Holiday but do not volunteer to work must be paid single time for the day.
 - (2) Full-time or Part-time employees who are not rostered to work on a Public Holiday and work on that day shall be paid Double Time and one half.
 - (3) Full-time or Part-time employees who are not rostered to work on a Public Holiday and who do not work do not receive any benefit at all.

(d) Rotating Roster - Employee Working Varying Days Per Week

Where an employee is on a rotating roster and their rostered time-off falls on a Public Holiday, the employee shall be paid (by mutual agreement) either:

- (1) Payment for the rostered time.
 - (2) Addition of the rostered time to the employee's annual leave.
 - (3) Equal time-off shall be taken within twenty one (21) days of the holiday, such time-off being allowed either prior to or after the holiday.
- (e) Employees engaged in the retailing industries in the County required to work on any such holiday shall be paid at the rate of Double Time and one half the ordinary rate.
- (f) Employees shall not be entitled to the benefits provided by this clause in respect of any public holiday if they absent themselves from their work without reasonable excuse either on the working day before or the working day after such holiday.
- (g) Where two or more public holidays fall together and an employee is absent from work without reasonable excuse on both the working day before and the working day after such holiday the employee will lose the benefits of this clause in respect of all such holidays, but when the employee is absent without reasonable excuse on one day only (before or after such holiday) such benefits will be lost in respect of one public holiday.

18.12. Night Fill

The following allowances will be paid to employees in night fill operations only:

Monday to Friday	finishing after 6.00 pm and at or before midnight	17.5%
	finishing after midnight and at or before 8.00 am	30%
Saturday	finishing after midnight on a Friday and at or before midnight on a Saturday	50%
Sunday	finishing after midnight Saturday and at or before 8.00 am on a Sunday	100%

SHOP ASSISTANTS

SECTION 2

Exempted Shops including Special Shops

18.2.1. Classified Shops

- (a) Employee for the purpose of this section of the Consent Award shall include any person in the County of Yancowinna employed in, or in connection with any retail shop or store which are known in Broken Hill as Exempted Shops, including Special Shops.
- (b) Special Shops means and includes audio shops, book shops, video and hire shops, cake and pastry shops, cooked provision shops, flower shops, garden plant shops, newsagencies, pet shops, souvenir shops, tobacconists' shops (each as defined in Schedule 2 to the Shop [Registration and Opening and Closing Hours] *Regulations to the Factories, Shops and Industries Act 1962*), small shops (as defined in Section 76A of the *Factories, Shops and Industries Act 1962*) and retail liquor shops.

18.2.2. Application of Section 1

All clauses in Section 1 of this Consent Award shall apply to this section with the exception of the following clauses:

Clause 18.2.3 - Hours of Labour or where the context provides otherwise

18.2.3. Hours of Labour

- (a) The ordinary hours of work per week shall not exceed thirty-eight.
- (b) If agreeable between employer and employee, the ordinary working hours can be averaged over a 12 week period, as per Section 22(1) - Ordinary Working Hours in the NSW *Industrial Relations Act 1996*.
- (c) Commencing Time

The commencing time of ordinary hours of work by employees shall be 6.00 am Monday to Sunday inclusive.

- (d) Ceasing Time

The times for the cessation of the ordinary hours of work by employees shall be midnight Monday to Sunday inclusive.

- (e) A time book shall be kept by the employer and it shall be compulsory for all employees to state and sign the hours worked each day.
- (f) Any employee required to work on any holiday as specified in Clause 1.28 of the general clauses, shall be paid Double Time and one half the ordinary rate.

- (g) Shift Penalties

Penalty rates for Full-time and permanent Part-time employees shall be:

- (i) Saturday

All ordinary time worked on Saturday shall be paid at the rate of time plus 25%.

- (ii) Sunday

An employee employed in a shop which may lawfully trade on a Sunday shall be paid at the rate of time plus 50% in respect of ordinary hours of work.

18.2.4. Roster

- (a) A roster showing the working hours of all employees for a period of at least seven days in advance shall be posted in a position accessible to all employees.
- (b) Not less than seven days' notice of any alteration of the roster shall be given to the employee, providing that such notice shall not have to be given where an alteration is necessary on account of sickness or other absence of an employee.

18.2.5. Overtime

- (a) The payment of overtime, i.e. time worked outside the ordinary hours or shift, shall be paid at the rate of time and one half for the first two (2) hours and double time thereafter.

Each day's overtime stands alone.

- (b) By mutual agreement the rate for overtime may be time off in lieu of overtime provided that:

- (1) Time off shall be calculated at the penalty equivalent.

- (2) The employee is entitled to a fresh choice of payment or time off on each occasion overtime is worked.
- (3) Time off must be taken within one calendar month of the working of the overtime or it shall be paid out.

18.2.6. Casual Employees

- (a) Employees engage for less than one week and shall be paid for actual time worked and at an hourly rate equal to the appropriate weekly rate divided by 38 plus 30%, inclusive of Annual Leave and Sick Leave.
- (b) Casuals are to be engaged for a minimum of two (2) hours if engaged prior to 4.00 pm, and a minimum of one and one half (1x1/2) hours if engaged from 4.00 pm.

18.2.7. Permanent Part-Time Employees

Employers shall be entitled to engage staff on a regular part-time basis as follows:

- (a) A Part-time employee shall mean an employee who is employed to work regular days and regular hours, either of which are less than the number of days or hours worked by weekly employees, but such days shall not be less than 2 per week and such hours shall not be less than 12 per week.
- (b) Part-time employees shall be paid hourly rates of pay calculated at 1/38th of the weekly rate, but with a minimum of 4 hours per shift.
- (c) Part-time employees shall be entitled to pro-rata Annual Leave, Sick Leave and Long Service Leave.

18.2.8. Public Holidays

- (a) The following shall be recognised public holidays:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Queen's Birthday, Christmas Day and Boxing Day.

- (b) The above holidays with all gazetted statewide holidays shall be observed, and for such holidays the employee shall be paid.
- (c) Set Roster - Employee Works Same Days Each Week
 - (1) Full-time or Part-time employees who are normally rostered to work on a Public Holiday but do not volunteer to work must be paid single time for the day.
 - (2) Full-time or Part-time employees who are not rostered to work on a Public Holiday and work on that day shall be paid Double Time and one half.
 - (3) Full-time or Part-time employees who are not rostered to work on a Public Holiday and who do not work do not receive any benefit at all.
- (d) Rotating Roster - Employee Working Varying Days Per Week

Where an employee is on a rotating roster and their rostered time-off falls on a Public Holiday, the employee shall be paid (by mutual agreement) either:

- (1) Payment for the rostered time.
- (2) Addition of the rostered time to the employee's annual leave.

- (3) Equal time-off shall be taken within twenty one (21) days of the holiday, such time-off being allowed either prior to or after the holiday.
- (e) Employees engaged in the retailing industries in the County required to work on any such holiday shall be paid at the rate of Double Time and one half the ordinary rate.
- (f) Employees shall not be entitled to the benefits provided by this clause in respect of any public holiday if they absent themselves from their work without reasonable excuse either on the working day before or the working day after such holiday.
- (g) Where two or more public holidays fall together and an employee is absent from work without reasonable excuse on both the working day before and the working day after such holiday the employee will lose the benefits of this clause in respect of all such holidays, but when the employee is absent without reasonable excuse on one day only (before or after such holiday) such benefits will be lost in respect of one public holiday.

SHOP ASSISTANTS

SECTION 3

Petrol, Oil Resellers and Lubratorium Operators Only

18.3.1. Definitions

Employees for this section shall include any person employed with any service station as a driveway attendant, general assistant or lubratorium assistant.

18.3.2. Application of Clause 18.1 of Section 1 Shop Assistants

Clause 18.1 in Section 1 of the Shop Assistants' Consent Award shall apply to this section.

18.3.3. Hours of Labour

- (a) The ordinary hours of work per week shall not exceed thirty-eight.
- (b) If agreeable between employer and employee, the ordinary working hours can be averaged over a 12 week period, as per Section 22(1) - Ordinary Working Hours in the NSW, *Industrial Relations Act* 1996.
- (c) An employee who works five ordinary hours or more on any day shall be allowed on such day a meal break of one hour between the hours commencing not earlier than 11.30 am and finishing not later than 3.00 pm. Provided that where agreement exists between the employer and the employee a meal break of between 30 minutes and one hour may apply. The meal break shall be given and taken so that no employee shall work more than five consecutive hours without a meal.
- (d)
- (i) Commencing Time
- The commencing time of ordinary hours of work by employees shall be 6.00 am Monday to Sunday.
- (ii) Ceasing Time
- The time for the cessation of the ordinary hours of work by employees shall be 9.00 pm Monday to Sunday.

18.3.4. Shift Definitions and Penalties

- (a) Shift Definitions
- (i) Day Shift - 6.00 am to 7.00 pm
 - (ii) Afternoon Shift - Commencing after 12 noon and no later than 6.00 pm.
 - (iii) Night Shift - Commencing after 6.00 pm and no later than 4.00 am.
- (b) Penalties
- (i)

Night Shift -	30%
Afternoon Shift only -	8%
Alternating Afternoon and Night Shift -	20%
Alternating Day and Night Shift -	12 1/2% Night only
Alternating Day, Afternoon and Night Shift -	12 1/2% Afternoon and Night
Alternating Day and Afternoon Shift -	12 1/2% Afternoon only
 - (ii) Saturday - All ordinary time worked on Saturday shall be paid at the rate of time plus 25%.
 - (iii) Sunday - All ordinary time worked on Sunday shall be paid at the rate of time plus 50%.

18.3.5. Roster

- (a) A roster showing the working hours of all employees for a period of at least seven days in advance shall be posted in a position accessible to all employees.
- (b) Not less than seven days' notice of any alteration of the roster shall be given to the employee, providing that such notice shall not have to be given where an alteration is necessary on account of sickness or other absence of an employee.

18.3.6. Overtime

- (a) The payment of overtime, i.e. time worked outside the ordinary hours or shift, shall be paid at the rate of time and one half for the first two (2) hours and double time thereafter.

Each day's overtime stands alone.
- (b) By mutual agreement the rate for overtime may be time off in lieu of overtime provided that:
 - (1) Time off shall be calculated at the penalty equivalent.
 - (2) The employee is entitled to a fresh choice of payment or time off on each occasion overtime is worked.
 - (3) Time off must be taken within one calendar month of the working of the overtime or it shall be paid out.

18.3.7. Casual Employees

- (a) Employees engaged for less than one week and shall be paid for actual time worked and at an hourly rate equal to the appropriate weekly rate divided by 38 plus 30%, inclusive of Annual Leave and Sick Leave.

- (b) Casuals are to be engaged for a minimum of two (2) hours if engaged prior to 4.00 pm, and a minimum of one and one half (1x1/2) hours if engaged from 4.00 pm.

18.3.8. Permanent Part-Time Employees

Employers shall be entitled to engage staff on a regular part-time basis as follows:

- (a) A Part-time employee shall mean an employee who is employed to work regular days and regular hours, either of which are less than the number of days or hours worked by weekly employees, but such days shall not be less than 2 per week and such hours shall not be less than 12 per week.
- (b) Part-time employees shall be paid hourly rates of pay calculated at 1/38th of the weekly rate, but with a minimum of 4 hours per shift.
- (c) Part-time employees shall be entitled to pro-rata Annual Leave, Sick Leave and Long Service Leave.

18.3.9. Public Holidays

- (a) The following shall be recognised public holidays:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Queen's Birthday, Christmas Day and Boxing Day.

- (b) The above holidays with all gazetted statewide holidays shall be observed, and for such holidays the employee shall be paid.

- (c) Set Roster - Employee Works Same Days Each Week

- (1) Full-time or Part-time employees who are normally rostered to work on a Public Holiday but do not volunteer to work must be paid single time for the day.
- (2) Full-time or Part-time employees who are not rostered to work on a Public Holiday and work on that day shall be paid Double Time and one half.
- (3) Full-time or Part-time employees who are not rostered to work on a Public Holiday and who do not work do not receive any benefit at all.

- (d) Rotating Roster - Employee Working Varying Days Per Week

Where an employee is on a rotating roster and their rostered time-off falls on a Public Holiday, the employee shall be paid (by mutual agreement) either:

- (1) Payment for the rostered time.
- (2) Addition of the rostered time to the employee's annual leave.
- (3) Equal time-off shall be taken within twenty-one (21) days of the holiday, such time-off being allowed either prior to or after the holiday.

- (e) Employees engaged in the retailing industries in the County required to work on any such holiday shall be paid at the rate of Double Time and one half the ordinary rate.

- (f) Employees shall not be entitled to the benefits provided by this clause in respect of any public holiday if they absent themselves from their work without reasonable excuse either on the working day before or the working day after such holiday.

- (g) Where two or more public holidays fall together and an employee is absent from work without reasonable excuse on both the working day before and the working day after such holiday the employee will lose the benefits of this clause in respect of all such holidays, but when the employee is absent without reasonable excuse on one day only (before or after such holiday) such benefits will be lost in respect of one public holiday.

SHOP ASSISTANTS

Traineeships under the Australian Traineeship System

Clause 1. Application

This Consent Award applies only to persons employed under the Australian Traineeship System and registered as Trainees with the Commerce and Industry Training Council of New South Wales.

Clause 2. Definition

A traineeship is a system under the Australian Traineeship System comprising structured on-the-job training with an employer and off-the-job training in a Technical and Further Education College or other training provider approved by the Commerce and Industry Training Council of New South Wales.

A Training Agreement shall mean - an agreement approved by the Commerce and Industry Training Council of New South Wales.

A Trainee shall mean - an employee bound by a Training Agreement.

Clause 3. Training Conditions

- (a) A trainee will receive "on-the-job" training by the employer as specified in the training agreement and "off-the-job" training will be provided through Technical and Further Education Colleges or other institutions approved by the CITC; provided that the total of "on-the-job" and "of-the-job" training will not exceed five days per week.
- (b) The employer agrees that the overall training programme will be monitored by officers of the CITC and Training Record Books may be utilised as part of this monitoring process.
- (c) Where possible Traineeship positions should be additional to normal staff members provided that no existing employees shall be displaced by a trainee.
- (d) Trainees shall be engaged for a period of twelve months as full-time employees provided that trainees shall be subject to satisfactory probation of up to one month.
- (e) Time spent "off-the-job" on training shall be allowed without loss of continuity of employment.
- (f) Where employment of a trainee by an employer is continued after completion of the "Traineeship period" such "Traineeship period" shall be counted as service for all purposes.
- (g) Under normal circumstances overtime shall not be worked by trainees. However, when during a training period in a particular shop, department or section, overtime is involved in the operation of that shop, department or section, overtime may be worked by the trainees. Where overtime is worked the normal allowances and penalty rates shall apply.
- (h) Under normal circumstances Shift Work (Night Fill) activities shall not be performed by trainees. However, when during a training period in a particular shop, department or section, shift work (night fill) duties may be performed by trainees. Where shift work (night fill) duties are performed the normal penalty rates shall apply.

Provided that any trainee under the age of seventeen required to work shift work (night fill) as part of their training shall be provided with suitable transport home at the employer's expense.

- (i) Preference in continuation in employment shall be given to trainees should vacancies occur at the conclusion of the training period, subject to any conditions specified in the current Broken Hill Commerce & Industry Consent Award 2001.

Clause 4. Wages

The weekly wage rate equals the appropriate percentage of Broken Hill Shop Assistants' rate multiplied by "Y" multiplied by 39/52.

Where "Y" equals the adult rate for Broken Hill Shop Assistants' prescribed in the Broken Hill Commerce & Industry Consent Award 2001, and where 39 represents the actual weeks spent on the job during a twelve month period of traineeship.

The wage rate determined by this calculation shall in no case be less than the minimum rate prescribed by the Australian Traineeship Guidelines.

Provided further that trainee rates shall be calculated in multiples of ten cents with any result of five cents or more being taken to the next highest ten cent multiple.

Clause. 5

The provisions of the relevant Workers' Compensation and Occupational Health and Safety Acts shall apply to trainees.

Clause 6. Roster

The rostering of hours of work by trainees shall be decided by mutual agreement between the employer and employees concerned

Clause. 7

The Union shall be afforded reasonable access to trainees for the purpose of explaining the role and functions of the Union.

Clause 8. Special Provisions

It is agreed by the Broken Hill Chamber of Commerce and the Shop, Distributive and Allied Employees Association, that this Agreement is not to be added to the 1982 Broken Hill Commerce & Industry Agreement (Consent Award), nor is it to be a negotiable part of any future Broken Hill Commerce & Industry Agreement (Consent Award).

TRADES & METALS SECTION

Clause No.	Subject Matter
19.1	Application
19.2	Meal Time
19.3	Wages
19.4	Apprentices
19.5	Hours
19.6	Casual Workers
19.7	Permanent Part-Time Employment

- 19.8 Skills Development and Multi-skilling in the Broken Hill Metals' Industry
- 19.9 Travelling Expenses
- 19.10 Miscellaneous
- 19.11 Annual Leave
- 19.12 Termination of Services
- 19.13 Recall to Work
- 19.14 Distant Work
- 19.15 Travelling Time
- 19.16 Mine Leases
- 19.17 Height Money
- 19.18 Overtime

METALS SECTION

19.1. Application

The terms and conditions of this section govern the employment of persons engaged in metals manufacturing, engineering and fabrication trades and processes, maintenance and repairs of mechanical equipment and plant, electrical and electronic maintenance and repairs, domestic plumbing and associated industrial activities in the County of Yancowinna.

19.2. Meal Time

- (1) Employees shall be allowed thirty minutes to be taken after four hours work.
- (2) All time worked during the meal break by the employee shall be paid for at overtime rates.
- (3) When working overtime employees shall not work more than four hours continuously without being allowed thirty minutes for a meal break at overtime rates.

19.3. Wages

(a) Base Rates

(i) Process Worker (New classification)

As defined in the Metal Industry Award aligning with the C13 rate will apply. This classification will be used for manufacturing processes only and the specific functions and skills levels will be as defined.

(ii) Tradesperson

(Aligned with C10 of the Metal Industry Award MIA)

This rate to apply to tradespersons with base certificate and will include an element of multi-skilling agreed to by the employee and employer and this will not interfere with the entitlements listed below

(iii) Tradesperson Special Class

(Aligned with C9 of the MIA)

The definition in respect to this rate is:

- (1) An employee when working frequently or infrequently on machinery involving complex hydraulics, pneumatic, electrical and fabricating techniques.
- (2) Must pass technical training both certified (72 hours) and/or had in house training or a degree of competency agreed to by the employer and the employee.

(iv) Senior Tradesperson

(Aligned with C8 of the MIA)

Tradesperson is considered competent to organise work and personnel to the satisfaction of the employer.

(v) New Employee - Familiarisation Rate (New classification)

A new employee may be employed for a period of six (6) weeks. After that period the employer is to pay the normal tradesperson rate.

If however the employer fails to do so, the following procedure will be implemented:

the Union and the employer will meet to resolve the matter;

if there is still disagreement then an independent Chairman will be obtained and the decision of that Chairman will be binding on both parties.

(b) Fare Allowance

Any employee working outside the workshop and using his own vehicle shall be paid a travelling allowance at Item 11 of Section 01b) - Schedule of Allowances.

19.4. Apprentices

- (a) The number of apprentices to be employed shall not exceed one or two or part of two journeymen. Any journeyman working in their own establishment may be counted as a journeyman employed in the trade.
- (b) The term of apprenticeship shall be four (4) years.
- (c) The rate of wages to be paid to apprentices shall be:

Apprentices - % of Tradesperson rate:

1st year	42%
2nd year	55%
3rd year	75%
4th year	88%

These percentages are to be applied to the tradesperson rate.

- (d) Provided that where an apprentice not having completed his/her apprenticeship on attaining the age of 21 years, he/she shall not be paid less than the adult minimum wage rate. Refer to Apprentice Wage Rates in schedule at back of this section.
- (e) For any overtime worked by an apprentice he/she shall be paid at overtime rates.

- (f) A minor may be engaged on probation for three (3) months only and if apprenticed, such three (3) months shall count as part of his/her apprenticeship.
- (g) Each apprentice shall be indentured and attend the Technical College for daytime instruction in accordance with the timetable for each particular trade without loss of pay. Apprentices attending the Technical College or Schools, and presenting reports of satisfactory conduct, shall be reimbursed for all fees paid by them at the end of each term.

19.5. Hours

- (a) Ordinary Hours

The ordinary hours worked shall not exceed thirty-eight hours per week, excluding meal breaks, to be worked Mondays, Tuesdays, Wednesdays, Thursdays and Fridays, between the hours of:

Day shift	7.00 am to 5.30 pm
Afternoon shift	3.00 pm to 12 midnight
Night shift	11.00 pm to 8.00 am

- (b) Afternoon Shift Allowance

A shift worker whilst on afternoon or night shift shall be paid for such shift 15% more than the worker's ordinary rate. Where shift work is required other than on a full working week, starting on a Monday (or other than the first working day of a week in which the Monday is an official holiday or stop work day) the shift so worked will be paid for at double time for shift or shifts so worked.

- (c) Shift Work

Rostered shift work may be done in ordinary hours over weekends at the penalty rates.

Saturday	50%
Sunday	100%

Seven (7) days notice is to be given with such roster and a paid meal break included.

19.6. Casual Workers

- (a) Casual employees are those who are engaged for irregular short periods of less than one (1) week for the work of their calling. They are paid the casual rate of pay and do not qualify for holiday pay, sick pay and other normal benefits including Saturday morning penalty.
- (b) Casuals are paid time and one half of the normal rate.

19.7. Permanent Part-Time Employment

Provision is made for permanent part-time employees to work no less than 15 hours per week by agreement between the employer and employee. Pro-rata conditions of the Consent Award to apply.

Time worked in excess of regular hours to be paid as overtime.

Permanent part-time employees will have first opportunity to fill full-time vacancies when and as they arise.

19.8. Skills Development & Multi-skilling in the Broken Hill Metals' Industry

The parties to this Consent Award recognise the merit of providing development for employees engaged in the metals and engineering industries in Broken Hill leading to this implementation of multi-skilling and career

pathing. To this end it is agreed that as far as practicable further initiatives in this direction developed between the Automotive, Food, Metals and Engineering Printing and Kindred Industries Union, New South Wales Branch and the Metal Trades Industry Association, and as reflected in the Metal Industry Award, will be included in the Metals Section of future Consent Awards.

19.9. Travelling Expenses

- (a) The time occupied by an employee in travelling to take cars, motor vehicles or parts away from or to Broken Hill shall be included in the employee's ordinary weekly wage, but such employee shall not be required to travel outside general working hours.
- (b) All fares (First class railway) and reasonable travelling expenses and out-of-pocket expenses shall be paid by the employer.

19.10. Miscellaneous

- (a) The time occupied by an employee in filling in time book or cards or making other records shall be treated as time of duty.
- (b) Suitable fireproof material and coloured glasses shall be provided by the employer for any oxy-acetylene operation or electric welder.
- (c) Each employee shall be provided with goggles and a first aid kit shall be provided and placed in a suitable position in the workshop.
- (d) Employees shall be provided with suitable soap or solution for the purpose of cleaning their hands.
- (e) Two (2) pairs of overalls or work clothes and one (1) pair of boots to be supplied per year.
- (f) Tool Allowance is included in the wage for all purposes and at the time of the making of this award, the rate stood at \$9.00.
- (g) The employer shall provide rubber boots for employees working in water. Employees repairing chokes in sewerage systems, where the line of pipe has to be dug up, shall be paid as per the Plumbers and Gas Fitters State Award. When an employee has been employed cleaning chokes, the employer shall provide a suitable disinfectant for cleaning.

19.11. Annual Leave

- (a) All seven (7) day shift workers, after 11 January 1966, shall receive six (6) weeks' leave on full pay each year. Employees who leave the service of any establishment of one employer or who are put off before the expiration of twelve (12) months service, shall be paid for proportionate leave for each month served.
- (b) For the purpose of this clause seven (7) day shift workers shall mean those who are required to work regularly on Sundays and Public Holidays.

19.12. Termination of Services

- (a) To terminate employment either party shall be given one (1) weeks' notice - if the employer fails to do so he shall pay one week in lieu of notice and similarly if the employee fails to do so the employee shall forfeit one week's pay.

In the case of dishonest or misconduct, a summary dismissal shall apply. On termination of services payment for any monies due will be made within 48 hours or if the employee is leaving the city, then payment will be made forthwith.

- (b) Termination of services whilst under notice:

The employer shall have the right to summarily dismiss any employee for dishonest or misconduct whilst under notice. Payment of wages to be made up to the time of dismissal only.

19.13. Recall to Work

Where an employee is recalled to work after having left the job at the usual time for ceasing work, and before the usual starting time, the employee shall be paid for a minimum of four (4) hours at overtime rates.

19.14. Distant Work

Where an employee is required to work outside the municipal boundary of Broken Hill, the employee shall be paid his/her fare to and from the job or be conveyed to work and returned to Broken Hill until the job is completed. If the employee is required by his/her employer to stay out, the employer must provide suitable board as adjudged by the Union for the employee, or pay an allowance equivalent to standard accommodation.

19.15. Travelling Time

All travelling shall be done in the employer's time and shall be paid for at the ordinary hourly rate of pay.

19.16. Mine Leases

When employees work on productive mining leases and in the mining companies interests a 4.5 % loading is applicable to the award rate of pay. The rates of pay in the award comprehend all mine privileges. Employees under this award shall receive shift penalties and overtime rates according to the hours of work, overtime and shift according to the provisions of this award, not according to past practice or the former mineworkers agreement.

19.17. Height Money

All employees working more than eight (8) metres above the ground shall be paid as per the Master Builders" Agreement whilst so employed. The employer shall also provide safe scaffolding with suitable handrail and guard rail or other suitable equipment to work from.

19.18. Overtime

With the exception of overtime worked on mining leases or on work directly related to mining leases all time worked in excess of ordinary hours shall be paid for at the rate of time and one half for the first two (2) hours and double time thereafter. All overtime worked on mining leases or on work directly related to mining leases will be paid at the rate of double time.

Time off may be taken in lieu of overtime payment at the penalty rate by mutual agreement between the employer and employee.

TRANSPORT SECTION

Clause No.	Subject Matter
	Terms and Conditions of Employment
3.	Hours of Employment
	Section II - Long Distance Work
17.	Annual Leave
	Annual Leave Loading
18.	Long Service Leave
19.	Sick Leave
48.	Definitions

49. Area, Incidence and Duration

Terms and Conditions of Employment

For terms and conditions of employment under this section, please refer to the Transport Industry (State) Award, (Code 677) except for the following Clauses:

3. Hours of Employment

The ordinary hours of work for all employees shall not exceed 38 hours per week or 76 hours per fortnight or 114 hours per 3 weeks or 152 hours per 4 weeks and shall be worked between Monday and Friday inclusive. The calculation of the hourly rate for penalties, part-time and casual employees shall be one thirty-eighth (1/38) of the Agreement rate applicable.

Section II - Long Distance Work

13.1 "Long distance work" shall mean - driving work on return trips which are always in excess of 300 road kilometres.

17. Annual Leave

- (i) Each employee after twelve months service in any one establishment of one employer shall be granted five (5) weeks holidays on full pay.
- (ii) Employees who leave the service of any establishment or is put off before the expiration of twelve months service shall receive proportionate payment accordingly, and in conformity with the *Annual Holidays Act NSW*.
- (iii) Holidays may be taken in one or two separate periods, and in the case of two periods being agreed upon, the definite commencing dates for each period shall be agreed upon prior to the commencement of the first period of leave being taken.
- (iv) Part-time employees receive pro-rata Annual Leave entitlements.

Annual Leave Loading

Please refer to General Clauses, Clause 1.4 - Annual Leave Loading.

18. Long Service Leave

Please refer to General Clauses, Clause 1.18 - Long Service Leave.

19. Sick Leave

Please refer to General Clauses, Clause 1.30 - Sick Leave.

48. Definitions

48.29 Union shall mean the Construction, Forestry, Mining and Energy Union (South Western District - Mining and General).

49. Area, Incidence and Duration

Please refer to General Clauses, Clause 1.7 - Area, Incidence and Duration.

In addition to the wage rates prescribed in the Transport Industry (State) Award, the Broken Hill Allowance of \$12.40 per week shall be applied.

TRANSPORT INDUSTRY - TOURIST & SERVICE COACH DRIVERS

Clause No.	Subject Matter
	Terms and Conditions of Employment
16.	Annual Leave
18.	Long Service Leave
8.	Area, Incidence and Duration

Terms and Conditions of Employment

For terms and conditions of employment under this section, please refer to The Transport Industry - Tourist & Service Coach Drivers (State) Award, (Code 679) except for the following Clauses.

16. Annual Leave

- (i) Each employee after twelve months service in any one establishment of one employer shall be granted five (5) weeks holidays on full pay.
- (ii) Employees who leave the service of any establishment or is put off before the expiration of twelve months service shall receive proportionate payment accordingly, and in conformity with the *Annual Holidays Act NSW*.
- (iii) Holidays may be taken in one or two separate periods, and in the case of two periods being agreed upon, the definite commencing dates for each period shall be agreed upon prior to the commencement of the first period of leave being taken.
- (iv) Part-time employees receive pro-rata Annual Leave entitlements.
- (v) Where an employer and employee agree the employee may 'cash in' the fifth week of their Annual Leave. Payment of the 'cashed in' week will be made at the time of taking the bulk of the employee's Annual Leave.
- (vi) In addition to the leave provided for by subclause (i) of this clause, seven-day shift workers, that is, shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed one week's leave; provided that if during the year of employment an employee has served for only a portion of it as a seven-day shift worker, the additional leave shall be one day for every thirty six (36) ordinary shifts worked as a seven-day shift worker. In this subclause reference to one week and one day shall include holidays and non-working days.

18. Long Service Leave

Please refer to General Clauses, Clause 1.18 - Long Service Leave.

8. Area, Incidence and Duration

Please refer to General Clauses, Clause 1.7 - Area, Incidence and Duration.

WAREHOUSE AND CARRIERS

WHOLESALE WINE AND SPIRIT MERCHANTS

Clause No.	Subject Matter
	Definitions
22.1	Hours of Labour

- 22.2 Casual Employees
- 22.3 Part-Time Employees
- 22.4 Weekend Penalty
- 22.5 Overtime
- 22.6 Junior Employees

Wage rates in this section are based on those negotiated in the Broken Hill Commerce and Industry Agreement (Consent Award).

Definitions

- (a) Outdoor salesmen are persons employed in loading and unloading vehicles with goods and delivering and selling such goods on their rounds and/or collecting cash. Outdoor salesmen are paid the driver's rate of pay.

22.1. Hours of Labour

- (b) All other persons employed within a store are classified as storemen and are paid the appropriate rate.
22.1. Hours of Labour
- (a) As of 1 July 1999 the ordinary hours of work shall not exceed thirty-eight (38) per week excluding meal breaks. The hours shall be between 6.00 am and 6.00 pm Monday to Friday inclusive.
- (b) The starting and ceasing times shall be fixed by the individual employer to suit the circumstances of the particular business. The starting and ceasing times, having been fixed under this clause, no alteration shall be made except by mutual agreement of the parties.
- (c) The meal break shall be one half hour to be taken between 12 noon and 2.00 pm.

If any employee is not allowed to take his meal break between 12 noon and 2.00 pm, overtime shall be paid for that time and an allowance at Item 3 of Section 01b) - Schedule of Allowances.

- (d) If agreeable between employer and employee, the ordinary working hours can be averaged over a 12 week period, as per Section 22 - Ordinary Working Hours in the NSW *Industrial Relations Act 1996*.

22.2. Casual Employees

- (a) Casual employees are those who are engaged for irregular short periods for the work of their calling.
- (b) A casual employee shall be paid a minimum engagement of four hours.
- (c) Casual employees in this section shall be paid at the rate of time and 15%, Monday to Friday inclusive.
- (d) Casual employees, after twelve months service, shall be entitled to annual leave, calculated at five-forty sevenths of the gross earnings.
- (e) Casual employees, shall also be granted an annual leave loading of 17.5% of their holiday pay. The loading is payable on annual leave only.
- (f) Casual employees are entitled to long service leave.
- (g) Casual employees who leave the service of any establishment of one employer or is put off before the expiration of twelve months service shall receive proportionate payment accordingly.
- (h) Casual employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

22.3. Part-Time Employees

Adults may be employed as part-time employees in any classification in this section on the following basis.

- (a) Not less than twenty hours per week and not in excess of thirty-two hours per week.
- (b) Part-time employees shall be paid a minimum of two hours' pay for each day engaged.
- (c) Part-time employees shall be paid the minimum rostered hours.
- (d) All time worked in excess of eight hours per day shall be overtime and paid for at the rate prescribed for other weekly employees.
- (e) The hours of duty each day shall be worked continuously. Provided that an employee who is required to work longer than four hours shall be granted a meal break of not less and not more than thirty minutes.

The meal break shall be counted as time worked.

- (f) Part-time employees shall be paid hourly rates of pay calculated at 1/38th of the weekly rate plus ten percent.
- (g) Notwithstanding anything else contained in this Consent Award, the provisions of this Consent Award with respect to Annual Leave, Annual Leave Loading, Sick Leave, Long Service Leave, Compassionate Leave, Parental Leave and Holidays shall apply to part-time employees on a pro-rata basis for each employee.
- (h) One month's notice is to be given to change an employee's employment from part-time to casual.
- (i) Part-time employees may be asked to work full-time on a temporary basis to allow coverage for staff absences.

22.4. Weekend Penalty

All employees in this section shall be paid at the rate of time and one half for all ordinary hours worked between 6 am and 12 noon Saturday and double time for all ordinary hours performed between 12 noon Saturday and midnight Sunday.

22.5. Overtime

- (a) The payment of overtime, i.e. time worked outside the ordinary hours or shift, shall be paid at the rate of time and one half for the first two (2) hours and double time thereafter.
- (b) By mutual agreement the rate for overtime may be time off in lieu of overtime provided that:
 - (1) Time off shall be calculated at the penalty equivalent.
 - (2) The employee is entitled to a fresh choice of payment or time off on each occasion overtime is worked.
 - (3) Time off must be taken within one calendar month of the working of the overtime or it shall be paid out.
- (c) Each day's overtime stands alone.

22.6. Junior Employees

- (a) The minimum wages payable to juniors shall be the following percentages of a Store person.

16 years and under	60%
At 17 years	65%
At 18 years	75%
At 19 years	85%
At 20 years	100%

(b) Junior employees are to have structured training, internal and/or external, incorporated into their duties.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.
(674)

SERIAL C3808

TRANSPORT INDUSTRY - MOTOR BUS DRIVERS AND CONDUCTORS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3501 of 2004)

Before The Honourable Justice Marks

1 July 2005

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Short Title
3.	No Extra Claims
4.	Wages
5.	Payment of Wages
6.	Casual Employees
7.	Part-time Employees
8.	Hours of Employment
9.	Meal and Crib Times
10.	Mixed Functions
11.	Overtime and Other Penalty Payments
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PART B

MONETARY RATES

Table 1 - Wages Rates

Table 2 - Other Rates and Allowances

Table 3 - Other Rates and Allowances (Bus Industry Reform Contracts)

Table 4 - Bus Industry Reform Allowance

SECTION I - WAGES AND HOURS OF EMPLOYMENT

2. Short Title

The short title of this award shall be the Bus Award.

3. No Extra Claims

The union undertakes not to pursue any extra claims for the duration of the award's nominal term.

4. Wages

- (i) Full Time Employees - The wages of full time employees are set out in Table 1 - Wage Rates, of Part B, Monetary Rates.
- (ii) Dual Capacity Allowance
 - (a) An employee called upon to issue tickets or collect fares shall be paid an additional amount per day, as set out in Item 1 of Table 2, for each day or part thereof on which he/she so acts.
 - (b) The driver of an articulated bus shall be paid an additional amount per shift or part thereof as set out in Item 2 of Table 2 while so engaged.
- (iii) Notwithstanding any other provision of this award, trainee employees whilst under the control of a driver instructor shall be paid at ordinary-time rates of pay, without any allowances or penalties to apply.
- (iv) Notwithstanding any other provision of this award, trainee employees whilst under the control of a driver instructor shall be paid at ordinary-time rates of pay, without any allowances or penalties to apply.
 - (a) The allowances specified in Table 3 of Part B of this award shall be paid in lieu of the allowances in Table 2 of Part B of this award with respect to all employees engaged at a yard operated by an employer (including any Associated Operator) bound by this award at or from which any work pursuant to a Bus Industry Reform Contract is performed, and from the date upon which the contract is signed by the parties to it.
 - (b)
 - (1) The Bus Industry Reform Allowance specified in item 1 of Table 4 of Part B of this Award shall be payable from 1 April 2005 with respect to all employees engaged at a yard operated by an employer (including any Associated Operator) at or from which any work pursuant to a Metropolitan Bus Industry Reform Contract is performed.
 - (2) The Bus Industry Reform Allowance specified in item 2 of Table 4 of Part B of this award shall be payable from 1 April 2006 with respect to all employees (not covered by (b) 1).
 - (c) To avoid doubt, the Bus Industry Reform Allowance specified in items 1 and 2 of Table 4 of Part B of this award is payable for all purposes as if it were part of the base wage.
 - (d) From July 1 2007, the Bus Industry Reform Allowance will no longer be payable and the amount of \$48.02 is incorporated from that date in the base rate of pay for employees engaged by employers (including any Associated Operators) to whom the Bus Industry Reform Allowance had previously been payable.

5. Payment of Wages

- (i)
 - (a) Wages shall be paid weekly by cash, cheque or electronic funds transfer. Provided that, where there is agreement between an employer and a majority of their employees at a yard, its employees at that yard, may be paid fortnightly.
 - (b) A payday shall be fixed at each place of employment which, once established, shall not be changed except by agreement or with seven days notice.

- (c) Employers will provide a choice of electronic funds transfer facilities where this is the chosen method of payment.
- (ii)
- (a) No employer shall hold more than two days pay in hand.
 - (b) Cash wages shall be paid without delay prior to the employee ceasing work on the day set apart as pay day. In the event of the payment of cash wages being delayed more than 15 minutes beyond the employees finishing time, all such waiting time shall be paid for at overtime rates.
 - (c) Where wages are paid direct into an employee's bank account, the wages shall be available on the day set apart as pay day. If the wages are not available to the employee on the designated day the employee shall contact the employer, who shall arrange with the bank for the wages to be made available. If, by the day following payday, the wages are still not available, the employer shall make available to the employee the equivalent amount in cash. If the bank then deposits the money in the employee's bank account, it shall be repaid to the employer prior to the next pay day.
- (iii) Where an employer has more than one depot, garage or picking-up place, arrangements as to the place of payment of wages shall be mutually agreed upon between the employer and the union. Failing agreement, the matter shall be referred to the Industrial Committee.
- (iv) Nothing in this clause shall preclude an employer from making other arrangements as to pay day or period, as may be found convenient, but only with the consent of the union.
- (v) Unless the employer is exempted under the provisions of section 123 of the *Industrial Relations Act* 1996, each employee shall be supplied with a pay envelope or statement in writing on which there shall be endorsed those things required by section 123 of the *Industrial Relations Act* 1996 and clause 6 of the Industrial Relations (General) Regulation 1996 including:
- (a) the name of the employee;
 - (b) the classification of the employee;
 - (c) the date on which the payment was made;
 - (d) the period of employment to which the payment relates;
 - (e) the gross amount of remuneration;
 - (f) the amount paid as overtime or such information as will enable the employee to calculate the amount paid as overtime;
 - (g) the amount deducted for taxation purposes;
 - (h) the amount deducted as employee contributions for superannuation purposes;
 - (i) the particulars of all other deductions; and
 - (j) the net amount paid.

6. Casual Employees

- (i)
- (a) Casual employees shall be paid at the rate prescribed in this award for full time employees, calculated on an hourly basis, plus 15 per cent for the time worked.

- (ii) Casual employees shall be paid in the following manner:
 - (a) Monday to Friday - Casual employees shall be engaged by the hour and paid for all time worked to the nearest minute, with a minimum engagement of one hour; provided that, for all time worked in excess of 38 hours per week or ten hours on any day, the rate of pay shall be time and one-half.
 - (b) Saturdays - Casual employees shall be engaged for a minimum of four hours and shall be paid for all time worked at time and one-half.
 - (c) Sunday - Casual employees shall be engaged for a minimum of five hours and shall be paid for all time worked at double time.
 - (d) Public Holidays - Casual employees shall be engaged for a minimum of five hours and shall be paid for all time worked at double time and one-half.
- (iii) Clause 11, Overtime and Other Penalty Payments, shall not apply to casual employees.

7. Part-Time Employees

Employees may be employed on a permanent basis to work regular days and regular hours less than 38 per week, provided that:

- (i) The set weekly hours for such an employee shall be determined upon engagement and committed to writing; provided that, by mutual agreement, they may be varied to enable the employee to accept any extra duties that may be offered from time to time.
- (ii) Notwithstanding subclause (i) of this clause, a minimum of three hours per day shall be worked by such an employee.
- (iii) The spread of ordinary hours allowable for such employees shall be as set out in paragraph (a) of subclause (ii) of clause 11, Overtime and Other Penalty Payments.
- (iv) The rate of pay of such employees shall be calculated on the basis of an hourly rate equal to the appropriate rate as set out in clause 3, Wages, and divided by 38.
- (v) Part-time employees shall attract pro rata entitlement to:
 - (1) annual leave;
 - (2) annual leave loading;
 - (3) sick leave;
 - (4) bereavement leave;
 - (5) long service leave;
 - (6) public holidays that fall within the four school terms
 - (7) union picnic day; and
 - (8) carers leave.

8. Hours of Employment

- (i)

- (a) The ordinary hours of work shall not exceed 38 per week, excluding meal breaks.
 - (b) Ordinary hours shall be worked on one of the following bases:
 - (1) 38 hours to be worked within a working week not exceeding seven consecutive days, allowing working hours to be reduced by minutes per day or hours per week; or
 - (2) two weeks worth of worth of working hours (i.e. 76 hours) to be worked within a working fortnight over 14 consecutive days; or
 - (3) three weeks worth of working hours (i.e. 114 hours) to be worked within a work cycle not exceeding 21 consecutive days; or
 - (4) four weeks worth of working hours (i.e. 152 hours) to be worked within a work cycle not exceeding 28 days; or
 - (5) any other arrangement where a weekly average of 38 hours is worked.
 - (c) Employers and employees may, by agreement, defer "time off" for up to a maximum of five days with such deferred time off to be taken within a period of six months from the date on which agreement to defer was reached.
 - (d) Employers shall determine the method of implementation of reduced working hours. Different methods of implementation may occur and may even differ from employee to employee.
- (ii) The ordinary weekly hours shall be worked in four or five days, provided that in the case of an employer employing less than nine employees, it shall be optional for such employer to work his/her employees up to six days per week; the option once exercised shall be altered only by notice posted for seven days in a prominent position in the depot, garage or picking-up place.
- (iii)
- (a) Where a four or five-day week is worked, the ordinary hours of rostered shifts shall be limited to ten hours of any shift of such week.
 - (b) Where a six-day week is worked, the ordinary hours of rostered shifts shall be limited to nine hours of any shift of such week.
 - (c) An employee called on to work any portion of an additional shift shall be paid not less than the period of such shift or the additional hours as overtime.
 - (d) An employee, other than a casual employee, called upon to work a broken shift on Monday to Friday, inclusive, shall be paid for not less than seven hours for such shift.
 - (e) No employee working a four day week shall be required to perform split shifts during that week.
- (iv)
- (a) No broken shift shall be rostered to exceed a spread of 12 hours inclusive of breaks. Broken shifts in excess of 12 hours spread may be implemented only by agreement with the union.
 - (b) No straight shift shall be rostered to exceed a spread of 11 and a half hours, inclusive of meal breaks.
 - (c) No employee shall be required to work a broken shift on a Saturday, Sunday or a public holiday except where, on regular timetabled services, such broken shifts cannot reasonably be avoided.

- (d) In particular circumstances, it shall be optional for the union and the employer to make an agreement as to broken shifts.
 - (e) The break between the two sections of a broken shift which exceeds a spread of ten hours shall be at least one and a half hours, and only one such break shall be permitted on any such shift. Any other periods off duty during a broken shift, shall be counted and paid for as time worked.
 - (f) Employees may be permitted to interchange work to meet their personal convenience, provided that such change is with the consent of the employer.
- (v) An employee shall have a continuous break between the completion of a shift and the commencement of the next regular starting time of no less duration than that required by the National Driving Hours Legislation.
- (vi) Fixing Times
- (a) The employer shall fix the starting and finishing time of each employee for each shift and also shall show all work to be performed during the shift and shall post rosters showing such times in a prominent place in the depot, but when once fixed, the start and finish time shall not be altered unless at least three days notice (in the case of basic route rosters) or one days notice (in all other cases) has been posted in a prominent place in the depot for the employees to see.
 - (b) All starting and finishing times shall commence from and shall cease at the recognised home depot or picking-up place of the employee. This provision shall apply in this form only in the Sydney, Newcastle and Port Kembla-Wollongong areas as defined in clause 42, Definitions, and also in the area within eight kilometres of the principal post office, Cessnock.
 - (c) Elsewhere there shall be a picking-up place which, when once fixed and decided upon by the employer, shall not be altered by the employer without the consent of the union or, in the event of disagreement, without the approval of the Industrial Committee.
 - (d) Employees shall be allowed reasonable time to perform such duties as are required by the employer before taking a bus from the recognised home depot, garage or picking-up place and after returning a bus to the finishing place. The employer shall post notices stating what duties are required.
- (vii) Payments shall be made for each shift at the rate applicable to the day on which the major portion of the work is performed.

9. Meal and Crib Times

- (i)
 - (a) No employee shall be required to work or be on duty continuously for more than five hours without a meal or crib break.
 - (b) There shall be such flexibility in meal and crib breaks in regard to charters, relief duties, straight shifts and/or broken shifts as is reasonably necessary to assist rostering.
 - (c) The times for taking meal and crib breaks shall be consistent with National Driving Hours Legislation.
- (ii) A meal break shall be not less than 40 minutes and shall not exceed one hour (excluding any reasonable time spent in travelling to and from amenities). There shall be only one unpaid meal break per shift. A crib break shall be not less than 15 minutes and not more than 30 minutes and shall be counted as time worked (excluding any reasonable time spent in travelling to and from amenities)
- (iii) No duties shall be performed by an employee during his/her meal or crib break.

- (iv) Where an employee is required to take a meal or crib break away from his/her depot, it shall be the responsibility of the employer to arrange for suitable toilet facilities. Where these facilities are not arranged by the employer on a meal break only, subject to clause 4(iv)(a), an allowance as set out in Item 3 of Table 2 - Other Rates and Allowances, of part B, Monetary Rates, shall be paid.
- (v) No employee shall take a meal break unless he/she previously worked for at least three hours, unless otherwise agreed between the union and the employer. No employee shall take a meal break if the taking of that break would leave to be performed prior to the usual finishing time work of less than two hours.
- (vi) Where an employee is required to work for two hours or more after the usual finishing time, he/she shall be paid a meal allowance as set out in Item 4 of the said Table 2.
- (vii) An employee shall be entitled to a standing time between trips calculated as 12 and one-half per cent of the previous timetabled running time.

10. Mixed Functions

- (i) An employee required by his/her employer to work for less than two hours a day on work carrying a higher rate of pay shall be paid at the higher rate for the actual time so worked and when required to work for more than two hours a day on such work he/she shall be paid as for a whole days work.
- (ii) This clause shall not apply to actual periods of one hour or less or to interchange of work arranged between employees to meet their personal convenience.

11. Overtime and Other Penalty Payments

- (i) Maximum Penalty Payment - Subject to clause 6, Casual Employees, and clause 17, Public Holidays, when time worked is subject to more than one extra rate of payment, the employer shall not be required to pay more than the rate of double time.
- (ii) Overtime
 - (a) Rostered overtime shall be paid for at the rate of time and one-half for the first two hours and double time thereafter, for all rostered time worked in excess of 38 hours.
 - (b) Non-rostered overtime shall be paid for at the rate of time one-half for the first two hours and double time thereafter, and shall stand alone on a daily basis.
 - (c) Overtime rates shall be paid for all time worked between the hours of midnight and 5.00a.m. subject to subclause (i) of clause 13, Nightride Shifts.
 - (d) Overtime rates shall be paid for all time worked in excess of nine hours where a six-day week is worked, or in excess of ten hours where a four or five-day week is worked.
 - (e) An employee who is rostered to work a straight shift of a spread of 11 and one-half hours, inclusive of meal breaks, shall be paid at double time for all time worked in excess of the rostered shift.
 - (f) Employees requested to do non-rostered overtime, prior to the start of their normal shift, shall be paid at overtime rates up to the normal shift starting time; provided that, when such overtime does not extend up to the employees normal starting time, a minimum of two hours pay at overtime rates shall be paid whether worked or not.

- (g) For all time worked on Saturdays and Sundays, clause 12, Saturday and Sunday Work, shall apply.
 - (h) The employer may require employees to work reasonable overtime at the rate prescribed and such overtime shall be allocated as equally as possible, bearing in mind the nature of the job and the suitability of the driver.
 - (i) Where different overtime rates are applicable to the same hours of work, the rate most favourable to the employee shall be paid.
 - (j) By agreement with the employee, non-rostered overtime may be taken as time off in lieu. Such time shall accrue at overtime rates and be taken within six months.
- (iii) Broken Shifts Penalty Payments
- (a) All time worked on a broken shift after nine and one-half hours from the time first signed on shall be paid for at the rate of time and one-half. All time worked on a broken shift after ten and one-half hours from the time first signed on shall be paid for at the rate of double time.
 - (b) An employee who works a broken shift which finishes later than 10.00p.m. shall be paid, in addition to his/her earnings for that shift, the sum as set out in Item 5 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
 - (c) Subject to subclause (i) of this clause, all broken shift penalties under this clause shall stand alone for the purpose of calculation of wages.
- (iv) Recall - An employee who has left the premises and who is requested to return to work to perform extra duties shall be paid at overtime rates, with a minimum paid period of four hours.
- (v) Night Work - An employee rostered to work ordinary hours of duty commencing prior to 6.00a.m. and/or finishing after 6.00p.m. shall be paid an additional 15% for each hour or part thereof worked before between 5.00am and 6.00am and/or after 6.00 p.m. NB. The rate payable for work performed between 12.00am and 5.00am is dealt with in paragraph (c) of subclause (ii) of this clause.

12. Saturday and Sunday Work

- (i) All ordinary time worked on Saturday shall be paid for at the rate of time and one-half, and all time on Sunday shall be paid for at the rate of double time.
- (ii) An employee called upon to work on a Saturday shall be guaranteed and/or paid for not less than four hours work at the appropriate rate.
- (iii) An employee called upon to work on a Sunday shall be guaranteed and/or paid for not less than five hours work at the appropriate rate.

13. Nightride Shifts

A nightride shift is a shift the majority of the ordinary hours of which is taken up by work pursuant to a contract entered into by the employer to provide timetable services for the replacement of train services between 12.00 midnight and 5.00a.m.

The wage rate applicable to such shifts:

- (i) worked on Monday to Saturday (inclusive) shall be time and a half;
- (ii) worked on Sunday shall be double time;
- (iii) worked on a public holiday shall be double time and a half.

Notwithstanding anything contained herein, each shift shall be paid for at the rate applicable to the day on which the major portion of the ordinary time of the shift is worked.

14. Railway Work

An employee required to drive a bus in substitution for a railway timetable service during scheduled railway maintenance work shall be paid at the rate applicable to the day, under this award, whilst performing such work.

15. Special Hirings

- (i) Special Hirings Not Exceeding Two Days - The following provisions shall apply to special hirings not exceeding two days duration which do not form part of the ordinary rostered work of employees. Not exceeding two days shall be deemed to mean not exceeding two calendar days, falling between midnight and midnight.
 - (a) An employee offered the job of a special hiring may, at his/her option, accept or reject such offer, but if he/she shall work the job and, where practicable, seven days notice shall be given of such hiring.
 - (b) The provisions of this award, other than clause 17, Travelling Time, shall not apply to special hirings.
 - (c) The employee shall, subject to clause 4 (iv) (a), be paid a meal allowance as set out in Item 7 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, except where a suitable meal is provided.
 - (d) The duration of the job shall be from the time of signing on to the time of signing off but shall not exceed 13 hours; provided that, in cases where an employee is unable to complete a special hiring in 13 hours, all time in excess of 13 hours shall be paid for at the rate of double time.
 - (e) The employee shall be paid for the duration of the job at the ordinary hourly rate fixed under clause 4, Wages, for the first eight hours and at the rate of time and a half thereafter, but shall not be paid less than eight hours pay.
 - (f) For special hiring of less than four hours, the following provisions shall apply:
 - (1) Paragraphs (c), (e) and (i) of this subclause shall not apply to such special hirings.
 - (2) Time worked on such special hirings shall be paid at:
 - (a) Time and a half for Monday to Friday inclusive:
 - (b) Double time for Saturday and Sunday:
 - (c) Double time and a half for public holidays:
 - (3) On days when the special hiring is the only duty, the employee shall be paid for a minimum engagement of two hours.
 - (4) if such special hiring is an extension of rostered duty, it shall be treated as overtime. all such stand alone.
 - (g) Employees shall be supplied with a time sheet for all special hirings for the purpose of recording the starting and finishing times of such hirings, plus any other information required by the employer.

- (h) Where a special hiring exceeds one day but does not exceed two days, the following provisions shall apply:
 - (1) The employee shall have a rest period of at least eight hours after the completion of each daily shift.
 - (2) The employee shall be reimbursed by his/her employer for expenses reasonable incurred in obtaining satisfactory meals and hotel or other suitable accommodation.
- (ii) Where a special hiring is cancelled and the employee engaged for the job is not given at least eight hours notice of the cancellation, he/she shall be paid two hours pay at the ordinary rate.
- (iii) Special Hirings Exceeding Two Days - In the case of special hirings exceeding two days duration, the wages paid shall be assessed in accordance with the other clauses of this award, including clause 4, Wages; clause 11, Overtime and Other penalty payments; clause 12, Saturday and Sunday Work, and clause 18, Public Holidays.

16. Days Off

- (i) All full time employees shall be allowed at least one day off in each week and shall not be worked on such day off, except in the case of an emergency.
- (ii) Where an employee is required to work on any day rostered off, time worked thereon shall stand alone and shall be paid for at the rate of double time if a Sunday, or at the rate of time and three-quarters if a Saturday, or at the rate of time and one-half if any other day.
- (iii) An employee required to work on any day rostered off shall be paid for not less than four hours work at the appropriate rate Monday to Saturday, and for not less than five hours work at the appropriate rate on a Sunday.

17. Travelling Time

- (i) Wherever the employee commences or finishes duty other than at his/her home depot, he/she shall be entitled to payment at ordinary rates for the additional time, if any, reasonably occupied in journeying to and from his/her home as compared with the time ordinarily occupied by him/her in journeying from his/her depot to his/her home and also shall be reimbursed for reasonable fares incurred.
- (ii)
 - (a) Subject to agreement between the union and the Association in areas outside Sydney, Newcastle and Port Kembla-Wollongong, as defined in clause 42, Definitions, and outside the area within eight kilometres of the principal post office, Cessnock, subclause (i) of this clause shall not apply in respect of regular timetabled services and employees working on such services may be signed on and off places other than their home depots, subject to a meal allowance per meal as set out in Item 6 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, being paid; provided, however, that this exception shall not apply to special hiring's or any work outside of regular timetabled services; provided also that an employee ceasing duty at a place other than at his/her home depot who is required to remain overnight shall be reimbursed by the employer for expenses reasonably incurred in providing himself/herself with meals and hotel or other suitable accommodation.
 - (b) In the event of their failing to agree, either the union or the Association may refer any matter arising under this subclause to the Industrial Committee for decision.

SECTION II - PUBLIC HOLIDAYS AND PAID LEAVE

18. Public Holidays

- (i)

- (a) The days on which New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day and Boxing Day are observed, together with special days appointed by proclamation as public holidays throughout the State, shall be recognised as holidays. When taking any of the said holidays, an employee shall receive payment for the ordinary hours of their rostered shift and any rostered overtime they would have earned had they not taken a holiday, but shall not receive any daily allowances, loadings, penalties or premiums they would otherwise have earned.
 - (b) Where any of the said public holidays are observed (Monday to Friday inclusive) during an employees period of annual leave, than additional paid day shall be added to the annual leave period for each such holiday so occurring.
 - (c) Where any of the said public holidays fall (Monday to Friday inclusive) on an employees rostered day off, then the employee shall be entitled to an additional paid day added to his/her annual leave period or shall be paid, in addition to his/her wages for that week, seven hours 36 minutes pay for such public holiday.
- (ii) Where an employee is required to work any such holiday and he/she fails to work as required, no payment shall be made to the employee for the holiday; provided that this subclause shall not preclude payment of sick leave entitlement in respect of any employee who is unable to work on a public holiday because of illness. Such employee shall be entitled to payment in accordance with clause 19, Sick Leave.
 - (iii) All time worked by employees on a public holiday shall be paid for at the rate of double time and a half, with a guarantee of five hours work for each employee.
 - (iv) Where, in a week in which a public holiday falls, an employees ordinary rostered day off is altered so as to coincide with the public holiday, he/she shall be paid, in addition, at the ordinary rate for the number of hours he/she would have worked according to his/her normal roster had the day not been a holiday or, as alternatives, equivalent time off shall be allowed within one month or added to the employees annual leave.
 - (v) In a week in which a public holiday falls, the employer shall not be allowed to make up an employees ordinary week with an overtime shift which, under the normal weekly roster, the employee would have worked had it not been a public holiday.
 - (vi) In any week in which a public holiday occurs, the time for which the employee would normally be rostered to work but for the public holiday shall be deemed to be time worked for the purpose of determining whether rostered overtime is payable pursuant to paragraph (a) of subclause (ii) of clause 11, Overtime and Other Penalty payments.
 - (vii) When an employee is absent from employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday, unless the employee has worked on such holiday.

19. Unions Picnic Day

- (i) Easter Saturday shall be recognised as the Union's picnic day.
- (ii) In addition to all other payments due to him/her, a financial member of the Union, other than a casual employee, shall, upon proof thereof, be paid an additional days pay in the pay period in which Easter Saturday falls.
- (iii) For the purpose of this clause a financial member of the union shall mean an employee who is, at the time of the picnic day, a financial member or who was a financial member of the union as at the 31 December of the preceding year.

20. Sick Leave

- (i) An employee, other than a casual employee, with not less than three months continuous service with the employer who is unable to attend for duty during ordinary working hours by reason of personal illness or incapacity (excluding illness or incapacity resulting from injury under the *Workers Compensation Act 2000*) and not due to misconduct, shall be paid for such sick leave for the ordinary hours of their rostered shift and any rostered overtime they would have earned had they not taken sick leave, but shall not receive any daily allowances, loadings, penalties or premiums they would otherwise have earned, subject to the following conditions and limitations:
 - (a) The employee shall, unless it is not reasonably practicable so to do (proof whereof shall be on the employee), make every effort to notify the employer of his/her absence two hours before his/her normal starting time on the first day of his/her absence, but in any circumstances within 24 hours of his/her normal starting time.
 - (b) The employee shall notify the employer by 4.00p.m. on the day prior to his/her return to duty of his/her availability to return to normal duties.
 - (c) For absences of two or more consecutive days, the employee shall furnish to the employer such evidence as the employer may reasonably desire that the employee was unable, by reason of such illness or injury, to attend for duty on the days for which sick leave is claimed
 - (d)
 - (1) An employee in the first year of employment shall be entitled to paid sick leave up to a maximum of 38 hours or ordinary time.
 - (2) An employee, in each of the second, third, fourth and fifth years of employment shall be entitled to paid sick leave up to a maximum of 60 hours and 48 minutes of ordinary time.
 - (3) An employee, in every year after the fifth year of employment shall be entitled to paid sick leave up to a maximum of 114 hours of ordinary time.
- (ii) The rights under this clause shall accumulate from year to year so long as the employment continues with the employer, so that any part of the leave entitlement which has not been allowed in any year may be claimed by the employee and shall be allowed by the employer, subject to the conditions prescribed by this clause, in a subsequent year of continued employment.
- (iii) If an award holiday occurs on a Monday to Friday, inclusive, during the employee's absence on sick leave, then such award holiday shall not be counted as sick leave.
- (iv) Service before the date of coming into force of this clause shall be counted as service for the purpose of assessing the sick leave entitlement in any year pursuant to subclause (i) of this clause but shall be taken into consideration in arriving at the period of accumulated leave; provided that the increase in sick leave allowance after the first year of service pursuant to subclause (i) of this clause, shall only commence from the date of operation of this clause.
- (v) Accumulated sick leave at the credit of an employee at the date of coming into force of this clause shall not be affected nor reduced by the operation of this clause.
- (vi) In any week in which an employee takes sick leave, the time for which the employee would normally be rostered to work but for the absence on sick leave shall be deemed to be time worked for the purpose of determining whether rostered overtime is payable pursuant to paragraph (a) of subclause (ii), of clause 11, Overtime and Other Penalty payments.

21. State Personal/Carers 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 19, Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carers 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.
 - (f) 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) For the purpose only of providing care and support for a person in accordance with subclause (1) of this clause, and despite the provisions of paragraph (j) of subclause (ii), Overtime, of clause 11, Overtime and Other Penalty Payments, the following provisions shall apply.
 - (b) 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.
 - (c) 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.
 - (d) 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.
 - (e) 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.

22. Bereavement Leave

- (i) An employee shall, on the death within Australia of the wife, husband, father, mother, father-in-law, mother-in-law, brother, sister, child or stepchild of the employee, be entitled to leave up to and including the day of the funeral of such relation. Such leave shall for a period not exceeding two days without loss of any ordinary pay which the employee would have earned if he/she had not been on such leave.
- (ii) The right to such leave shall be dependent on compliance with the following conditions:
 - (a) The employee shall give the employer notice of his/her intention to take such leave as soon as reasonably practicable after the death of such relation.
 - (b) The employee shall furnish proof of such death to the satisfaction of the employer.
 - (c) The employee shall not be entitled to leave under this clause during any period in respect of which he/she has been granted any other leave.
- (iii) For the purpose of this clause, the words wife and husband shall not include a wife or husband from whom the employee is separated but shall include a person who lives with the employee as a de facto wife or husband.

23. Annual Leave

- (i) See *Annual Holiday Act 1944*.
- (ii) An employee, at the time of his/her entering upon a period of annual leave, in accordance with the said Act, shall be entitled to an additional payment calculated on the basis of 25 per cent of the holiday pay for that period of annual leave. Should circumstances arise where an employee has received annual leave loading to which he/she is not entitled, then such payment shall be deducted from any monies due at termination.
- (iii) Before proceeding on annual holidays, an employee shall be advised by his/her employer of the shift on which he/she is to work immediately upon his/her return to duty. Notification of any change of shift shall be given to the employee by the employer at least 24 hours before the employee is scheduled to commence duty, either directly or by written notification delivered to the employee's home.

24. Long Service Leave

See *Long Service Act 1955*.

25. Parental Leave

See *Industrial Relations Act 1996*.

SECTION III - INDUSTRIAL RELATIONS

26. Union Delegate

- (i) An employee appointed as union delegate in the yard, depot or garage shall, upon notification thereof to the employer by the branch or sub-branch Secretary of the union, be recognised as the accredited representative of the union.
- (ii) Any matter arising in the yard, depot or garage affecting members of the union may be investigated by the delegate and discussed with the employer or his/her representative. The delegate shall, at his/her request, be allowed a reasonable opportunity to carry out such duties at a time reasonably convenient to himself/herself and the employer.

- (iii) If a matter in dispute is not settled, the delegate shall, on request, be allowed access to a telephone for a reasonable opportunity of notifying the union branch or sub-branch concerned in order to implement the disputes procedure (see clause 29, Disputes Procedure).

27. Union Notice Board

The employer shall supply a notice board of reasonable dimensions to be erected or to be placed in a prominent position in the yard, depot or garage upon which accredited representatives of the union shall be permitted to post formal union notices signed by the representative or representatives.

28. Union Recognition

The Transport Workers Union of New South Wales is recognised by the parties to this award as a party to this award and as a representative of its members covered by this award.

29. Disputes Procedure

- (i) Subject to the *Industrial Relations Act 1996*, any dispute will be dealt with in the following manner:
- (a) In the event of an industrial dispute, the representative of the union on the job and the Transport Supervisor shall attempt to resolve the matters in issue in the first place.
 - (b) In the event of a failure to resolve the dispute at job level the matter shall be subject to discussions between an organiser of the union and senior management.
 - (c) Should the dispute still remain unresolved the Secretary of the union or his/her representative will confer with the Executive Director of the association or his/her representative or a representative of the appropriate employer organisation.
 - (d) In the event of no agreement being reached at this stage, the dispute will be referred to the industrial Relations Commission of New South Wales for resolution.
- (ii) All work shall continue normally while these negotiations are taking place.
- (iii) Individual Grievance:
- (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - (b) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at a higher level 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 a procedure is being followed, normal work must continue.
 - (f) The employee may be represented by an industrial organisation of employees.

30. Right of Entry

See the *Industrial Relations Act 1996*.

SECTION IV - SUPERANNUATION

31. Driver Monitoring Program

The following procedures are to occur in the monitoring customer services and driving performance:

(a) Customer Service

- (1) All complaints received are to be validated by establishing the complainant's name and telephone number or address.
- (2) The employee is to receive details of the validated complaint and to supply to the employer written responses to the complaint.
- (3)
 - (a) If the complaint is not established, no further action shall be taken and notations are not to be made on the drivers employment file.
 - (b) If the complaint is established, then the employer is to counsel the employee with a company representative and employee representative in attendance. This shall be considered as a verbal warning.
- (4) Should there be a further established complaint regarding customer service, the employee shall receive further counselling and a written warning.
- (5) Further established customer service complaints shall result in a final counselling session and a final written warning issued by senior management.
- (6) A further established complaint regarding customer service shall lead to termination of employment.

(b) Driving Performance

- (1) All complaints are to be validated by establishing the complainant's telephone number and address.
- (2) The employee is to receive details of the validated complaint and to supply to the employer written responses to the complaint
- (3)
 - (a) If the complaint is not established, no further action shall be taken and notations are not to be made on the drivers employment file.
 - (b) If the complaint is established, then the employer is to counsel the employee with a company representative and employee representative in attendance. This shall be considered as a verbal warning.
- (4) Should there be a further established complaint regarding customer service, the employee shall receive further counselling, a driving assessment by the company's driver trainer and a written warning.
- (5) Further established customer service complaints shall result in a final counselling session and a final written warning issued by senior management.
- (6) A further established complaint regarding customer service shall lead to termination of employment.

(c) Suspension from Duties

At the employer's discretion, there shall be a once only opportunity for the employee to be suspended from duties for a period of up to ten working days without pay as an alternative to termination as described in paragraph (vi) of subclauses (a) and (b) of this clause.

- (d) Nothing in this procedure will affect the right of the employer to dismiss an employee without notice where the employee is guilty of serious misconduct.

33. Permissible Funds

For the purposes of this Part, the Fund shall mean the T.W.U. Superannuation Fund established by Trust Deed and Articles on 4 October 1984 or the Bus and Coach Association Superannuation Scheme established by Trust Deed on 2 July 1987.

33. Contributions

- (i) Any employer employing employees under the terms of this award shall be a participating employer in the fund.
- (ii) Superannuation Legislation
 - (a) The subject of superannuation is dealt with extensively by Federal legislation including the *Superannuation Guarantee (Administration) Act* 1992 (Cth), the *Superannuation Industry (Supervision) Act* 1993 (Cth), and s.124 of the *Industrial Relations Act* 1996 (NSW). This legislation as varied from time to time, governs the superannuation rights and obligations of the parties.
 - (b) In accordance with the superannuation legislation, employers are required to pay to the trustee of the fund, as at the date of the making of this award, a contribution at the rate of 9% of ordinary time earnings.
- (iii) Each participating employer shall inform new employees and any other employees who are not members of the fund of the provisions of this clause and shall provide such employees with the forms necessary to become a member of the fund and shall, upon completing of the forms by such employees, send them forthwith to the administrators of the fund.
- (iv) The parties to this award note that award obligations on employers to pay occupational superannuation have existed since 25 June 1987.

SECTION V - GENERAL

34. Uniforms

- (i) Where an employee is required to wear a distinctive dress the same shall be provided, free of cost, by the employer and it shall be the duty of the employee to retain same in reasonable condition. Such distinctive dress shall remain the property of the employer.

Caps, tunics, trousers, shirts and ties, for the purpose of this clause, shall be deemed distinctive dress; provided that an employer shall not be required to supply more than four shirts to an employee in any one year.

- (ii) Where an employee is called upon to work in or about the yard, garage or depot or to perform duties other than of a driver or conductor, he/she shall be supplied with suitable overall or protective clothing, free of cost, by the employer.

- (iii) An employee shall sign a receipt for all items of uniform received from the employer. Upon ceasing employment, he/she shall return to the employer any items of uniform less than 12 months old.

35. Limitation of Driving Hours

See National Driving Hours Legislation.

36. Defective Vehicles

No employee shall drive a vehicle, which contravenes the Road Transport or Traffic Management Legislation, other than for the purpose of completing a journey already commenced.

39. Drivers Duties

- (i) Where required by the employer, drivers' duties shall include minor repairs such as changing tail lights and each driver shall be ready, willing and able to perform minor roadside repairs. Drivers may also be required to perform other incidental or peripheral duties such as cleaning buses.
- (ii) An employer may direct an employee to carry out such duties as are within an employee's limits of skill, competence and training.

38. Terms of Employment

- (1) In the case of full time employees, seven days notice, expiring on any day, shall be required on either side or a weeks pay shall be given or forfeited in lieu of such notice, except in cases of misconduct.
- (2) In the case of termination of employment, all monies due to the employee shall be paid not later than the termination of services and, in the event of payment of wages or other monies due to the employee being delayed more than 15 minutes beyond the employees finishing time, all such waiting time shall be paid for at overtime rates.

39. Amenities

The following amenities shall be available at all depots where employees are employed under the provisions of this award:

- (i) A change room or area for employees to change their clothes.
- (ii) A suitable lockable locker for each employee.
- (iii) Hot and cold water for washing purposes.
- (iv) Where employees are required to have their meals at the depot, a dining room or area with adequate seating and table accommodation and facilities for boiling water and heating food.
- (v) Lavatory facilities.
- (vi) Appropriate arrangements for rosters to be posted and for employees to sign on and off.

40. Training of Employees

- (i) When it is the intention of the employer to employ an applicant who has been passed in a driving test by the employer or his/her representative, any time that is occupied by the new employee at the direction of the employer or his/her representative, such as learning the route, timetables and other routines, shall be paid in accordance with the classification under this award.
- (ii) The union and the association shall establish a joint industry training program in relation to changes to industry practice and/or award conditions at the enterprise level.

- (iii) It is the intention of the union and the association to work towards the establishment and implementation of a joint industry training programme for employees and employers designed to assist in the prevention and management of threatening behaviour, before, during and after an incident. Such training will be conducted by an accredited training provider and shall include training relating to customer service and the management of school student behaviour on buses.
- (iv) All time spent on industry training specified in subclause (i) - (iii) of this clause shall be paid for at ordinary time.
- (v) Any employer (including any Associated Operator) bound by this award shall, in relation to a yard at or from which any work pursuant to a Bus Industry Reform Contract is performed, comply with the following provisions:
 - (a) The employer shall allow an authorised workplace delegate of the Union (or for any workplace that does not have an authorised workplace delegate of the Union, an officer of or person otherwise authorised by the Union) to provide:
 - (i) each existing employee with a presentation of at least 30 minutes duration (in groups of no more than 15) within 6 months of the Employer becoming bound by (or, in the case of an Associated Operator, obliged to perform work in accordance with) the terms of a Bus Industry Reform Contract; and
 - (ii) any new employee with a presentation of at least 30 minutes duration as part of the formal induction program to be provided by the employer to that employee under the Staff Development and Training Standard, and the employer acknowledges that any such presentations by the Union may include the following topics:
 - (iii) employee rights under relevant awards;
 - (iv) explanation of specific provisions (including rosters, short pays and meal breaks); and
 - (v) the requirements of national driving regulations, in particular driver fatigue management and medical assessment issues; and
 - (vi) the organisation, structure and role of the Union and the role of Union delegates, and may include an offer of membership of the Union to the employee consistent with freedom of association requirements.
 - (b) Any additional topics to be covered in the presentation referred to in paragraph (a) of this subclause must first be agreed between the Employer and the Union.
 - (c) The employer shall:
 - (i) provide a suitable venue for any formal induction program for employees under the Staff Development and Training Standard and for any presentation by the Union under paragraph (a) of this subclause;
 - (ii) provide the Union at least five (5) Business Days written notice of any formal induction program to be provided by the employer to any employee under the Staff Development and Training Standard, along with information on the timeslot available for the presentation by the Union under sub-paragraph (ii) of paragraph (a) of this subclause and the number of employees attending; and
 - (iii) consult with the Union to establish a timetable for presentation made pursuant to sub-paragraph (i) of paragraph (a) of this subclause.

- (d) Provided it has received written notice in accordance with paragraph (g) of this subclause the employer shall allow one authorised workplace delegate of the Union (as nominated to the Employer by the Union) (Delegate) from each Depot leave of eight (8) hours on twelve (12) occasions in each calendar year to attend union meetings or otherwise participate in authorised union business.
- (e) Leave under paragraph (d) of this subclause may:
- (i) in addition to being taken in a block of eight (8) hours, be taken in blocks of four (4) hours on two (2) separate days; and
 - (ii) be taken on consecutive days to the maximum of the leave available under paragraph (d) of this subclause.
- (f) Leave under paragraph (d) of this subclause may only be used for the purposes set out in that paragraph and shall not entitle the Delegate to any payment on termination of that Delegate's employment with the employer if leave has not been taken as at the date of that termination.
- (g) The notice from the Union required under paragraph (d) of this subclause must:
- (i) request the release of the Delegate in accordance with the principles set out in paragraph (d) of this subclause;
 - (ii) be in writing and signed by either the Delegate, an authorised signatory of the Union or other Union nominee; and
 - (ii) provide the following notice period:
 - (A) as soon as practicable but in any event, no less than four (4) weeks for leave of more than one (1) consecutive day;
 - (B) as soon as practicable but, in any event, no less than five (5) Business Days for any leave for which the Delegate has more than five (5) Business Days' notice; and
 - (C) as soon as practicable but, in any event, no less than one (1) complete Business Day for any other leave.
- (h) In the event that the Union requests the release on leave of a Delegate for union activity in any circumstances, other than those set out in paragraph (d) of this subclause, the Employer may, in its absolute discretion, agree or not agree to such leave.
- (i) Paragraphs (d) to (h) of this subclause do not apply for as long as there are no elected workplace delegates or nominees of the Union in the workplace.
- (j) The Employer shall pay all wages payable (including penalty rates and allowances) and other entitlements payable in the normal course of their employment, of:
- (i) any employee participating (including as a presenter) in any induction program or presentation pursuant to this subclause, for the time spent by that employee in such induction program or presentation; and
 - (ii) any Delegate taking leave in accordance with this subclause, for the time spent by that Delegate on such leave.

- (k) Subject to paragraph (1) of this subclause, the parties to this award agree that the provisions of this subclause will be reviewed in the manner specified by parallel provisions in the Bus Industry Reform Contracts, and the parties further agree that they shall apply for variations to this subclause to give effect to any changes determined by that review.
- (l) The review specified in paragraph (k) of this subclause will commence no later than 12 months after the making of this Award and, notwithstanding varying commencement dates of individual Bus Industry Reform Contracts, will be the one and only such review of the provisions of this subclause.

N.B.

The parties acknowledge that the objectives of this clause are to promote cooperative, productive workplaces:

- (i) where employees are properly briefed on safety issues and their industrial rights; and
- (ii) workplace issues can be resolved at a local level and in accordance with Clause 29 Disputes Procedure.

The parties also acknowledge that:

- (iii) consistent with the principles of Charter 5, Part 1 of the *Industrial Relations Act 1996* (NSW), the freedom of association rights of each employee are not affected by the operation of paragraph (a) of this subclause; and
- (iv) paragraph (a) of this subclause provided a mechanism to formalise the Union's access to the workplace and the provision of information to employees consistent with the principles of section 297 of the *Industrial Relations Act 1996* (NSW).

41. Definitions

- (i) Associated Operator means - an employer providing services (that the Operator would otherwise be obliged to perform under a Bus Industry Reform Contract) under a subcontracting arrangement with the Operator which has been approved in accordance with, or is permitted under, a Bus Industry Reform Contract.
- (ii) Association means - the Bus and Coach Industrial Association of New South Wales.
- (iii) Bus Industry Reform Contract means - a Bus System Contract between an Operator and the Director - General of the Ministry of Transport entered into under Division 3 of Part 3 of the *Passenger Transport Act 1990*.
- (v) Industrial Committee means - the Transport Industry Motor Bus Drivers and Conductors (State) Industrial Committee.
- (iv) Casual Employees means - an employee who is engaged by the hour and paid for all time worked to the nearest minute, with a minimum engagement of one hour.
- (vi) Depot means - a place nominated at the normal yard, depot or garage.
- (vii) Districts for the purpose of this award shall mean:-

Sydney - the district within 32 kilometres of the General Post Office, Sydney. For the boundaries of the Sydney district see Industrial Gazette, Vol. 52, page 783.

Newcastle - the district within 32 kilometres of the General Post Office, Newcastle. For the boundaries of the Newcastle district see Industrial Gazette, Vol 52, page 783.

Port Kembla-Wollongong - For the boundaries of the Port Kembla-Wollongong district see Industrial Gazette, Vol. 52, page 783.

Elsewhere - the district within the boundaries of the state of New South Wales excluding the three districts above defined and the County of Yancowinna.

- (viii) Emergency, wherever used in this award, is intended to apply only to cases of sickness of an employee, to the default of an employee, to cases of accident, or other matter or thing outside the control of the employer.
- (ix) Metropolitan Bus Industry Reform Contract means - a Bus Industry Reform Contract relating to the Sydney Metropolitan Bus Contract Area.
- (x) Operator means - an employer signatory to a Bus Industry Reform Contract.
- (xi) Outer Metropolitan Area means - all of the area North, West and South of the Sydney Metropolitan Bus Contract Area up to and including: Newcastle and the Central Coast; the Blue Mountains; and the greater Wollongong Area, and any other area deemed by the Director-General to be part of the Outer Metropolitan Area.
- (xii) Out Metropolitan Bus Industry Reform Contract means - a Bus Industry Reform Contract relating to the Outer Metropolitan Area.
- (xiii) Part-time employee means - an employee who works regular days and regular hour less than 38 hours per week.
- (xiv) Sydney Metropolitan Bus Contract Area has the meaning - specified in the Government Gazette of the State of New South Wales, Number 77, published Friday, 24 June 2005 at pages 3136 and 3137.
- (xv) Time Worked includes waiting and standing-by time, if such waiting or standing-by time is at the direction of the employer or the employers agents and the employee is at call all the time.
- (xvi) Union means - the Transport Workers Union of New South Wales.
- (xvii) Full Time Employee means - an employee, other than a casual employee or part-time employee, who at the time of engagement is guaranteed at least a weeks work.
- (xviii) Roster sets out the aggregate of the daily shifts worked in each pay period. Each employee's roster is posted a minimum of three days in advance in a prominent place at each depot.
- (xix) Shifts sets out the rostered daily work of an employee.

42. Leave Reserved

Leave is reserved to the Parties to apply as they see fit in relation to:

- (1) Casual Employees.
- (2) Railway Work.
- (3) Clause 44 - Area Incidence and Duration.

43. Anti-Discrimination

- (a) It is the intention of the parties bound by this award to seek to achieve the objective 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.

- (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.

NOTATION:

- (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."

44. Area, Incidence and Duration

This award rescinds and replaces the Motor Bus Drivers and Conductors (State) Award published 16 November 2001 (329 I.G. 661) and all variations thereof. It shall apply from the first full pay period to commence on or after the 1 st of July 2055 and shall have a nominal term of three years.

It shall apply to all motor bus drivers and conductors, other than regular drivers of tourist, parlour and service coaches or cars in the State, excluding the County of Yancowinna, within the jurisdiction of the Transport Industry - Motor Drivers and Conductors (State) Industrial Committee.

This award incorporates changes made pursuant to section 19 of the Act and the Principles for Review of Awards (a decision of the Industrial Relations Commission of NSW made on 18 December 1998).

Transport Industry - Motor Drivers and Conductors (State) Industrial Committee Industries and Callings

Motor drivers and conductors employed on motor coaches, cars, omnibuses and all passenger motor vehicles for hire or plying for hire, and all motor vehicles used for the purpose of carrying passengers or workmen notwithstanding such vehicles are not for hire or plying for hire, provided that such vehicles, whether or not for hire or plying for hire, are normally capable of carrying eight or more sitting passengers or persons, other than

motor wagons which are not used for the purpose of conveying passengers or workmen, in the State, excluding the County of Yancowinna; excepting:

Employees who are not engaged in business or trade;

All persons employed by Sydney Electricity;

Employees of The State Rail Authority of NSW and the State Transit Authority of NSW;

Employees of The Council of the City of Newcastle;

Employees of The Australian Gas Light Company;

Employees of The Commissioner for Motor Transport.

PART B

MONETARY RATES

Table 1 - Wage Rates

Classification	Weekly Wage Operative from the first full pay period on or after 1 July 2005	Weekly Wage Operative from the first full pay period on or after 1 July 2006	Weekly Wage Operative from the first full pay period on or after 1 July 2007	Weekly Wage Operative from the first full pay period on or after 1 July 2007 - Employees engaged by employers (including any Associated Operators) to whom the Bus Industry Reform Allowance had previously been payable
	\$	\$	\$	\$
1. Motor Bus Driver	645.42	671.24	698.09	746.11
2. Motor Bus Conductor	508.04	528.396	549.49	591.33

Table 2 - Other Rates and Allowances

This table applies to employees of employers who are not required to pay the rates and allowances in Table 3.

Item No.	Clause No.	Brief Description	Rate \$		
			9.69 per day from 1/07/2005	10.08 per day from 01/07/2006	10.48 per day from 01/07/2007
1	4 (ii)(a)	Issue tickets or collect fares	9.69 per day from 1/07/2005	10.08 per day from 01/07/2006	10.48 per day from 01/07/2007

2	4 (ii)(b)	Driver of an articulated bus	4.21 per shift from 01/07/2005	4.38 per shift from 01/07/2006	4.56 per shift from 01/07/2007
3	9 (iv)	Meal or crib break away from depot - toilet facilities not arranged by employer	1.49 per shift from 01/07/2005	1.55 per shift from 01/07/2006	1.61 per shift from 01/07/2007
4	9 (vi)	Required to work for two hours or more after the usual finishing time	9.35		
5	11(iii)(b)	Works a broken shift which finishes later than 10.00am	2.02 from 01/07/2005	2.10 from 01/07/2006	2.18 from 01/07/2007
6	11(v)	Rostered to work ordinary hours of duty commencing prior to 6.00am and/or finishing after 6.00pm	1.49 per shift from 01/07/2005	1.55 per shift from 01/07/2006	1.61 per shift from 01/07/2007
7	15(i)(c)	Meal allowance when suitable meal is not provided	9.35		
8	17(ii)(a)	Meal allowance when working outside the areas of regular timetabled services	9.35		

Table 3 - Other Rates and Allowances - (Bus Industry Reform Contracts)

This table applies to employees engaged at a yard operated by an employer (including any Associated Operator) at or from which any work pursuant to a Bus Industry Reform Contract is performed, on and from the date upon which the Bus Industry Reform Contract is signed by the parties to it

Item No.	Clause No.	Brief Description	Rate \$		
1	4 (ii)(a)	Issue tickets or collect fares	9.97 per day from 1/07/2005	10.57 per day from 01/07/2006	11.20 per day from 01/07/2007
2	4 (ii)(b)	Driver of an articulated bus	4.33 per shift from 01/07/2005	4.59 per shift from 01/07/2006	4.87 per shift from 01/07/2007
3	9 (iv)	Meal or crib break away from depot - toilet facilities not arranged by employer	1.53 per shift from 01/07/2005	1.62 per shift from 01/07/2006	1.72 per shift from 01/07/2007
4	9 (vi)	Required to work for two hours or more after the usual finishing time	9.35		
5	11 (iii)(b)	Works a broken shift which finishes later than 10.00am	2.08 from 01/07/2005	2.20 from 01/07/2006	2.33 from 01/07/2007
6	11 (v)	Rostered to work ordinary hours of duty commencing prior to 6.00am and/or finishing after 6.00pm	1.53 per shift from 01/07/2005	1.62 per shift from 01/07/2006	1.72 per shift from 01/07/2007
7	15 (i)(c)	Meal allowance when suitable meal is not provided	9.35		
8	17 (ii)(a)	Meal allowance when working outside the areas of regular timetabled services	9.35		

Table 4 - Bus Industry Reform Allowance

Item	Clause	Brief Description	Rate
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No.	No.		\$		
1	4 (iv)(b)	Bus Industry Reform Allowance (BIRA) -Metropolitan Bus Industry Reform Contracts (Payable for All Purposes)	1 April 2005 18.62 per week	1 July 2006 32.64 per week	1 July 2007
2	4 (iv)(b)2	Bus Industry Reform Allowance (BIRA) - Outer Metropolitan Bus Industry Reform Contracts (Payable for All Purposes)	1 April 2006 (or on and from the date which the contract is signed by the parties to it if the date of signing is prior to 1 April 2006)	1 July 2006	1 July 2007
			18.62 per week	32.64 per week	

F. MARKS J.

Printed by the authority of the Industrial Registrar.
(1822)

SERIAL C3856

CROWN EMPLOYEES (ROADS AND TRAFFIC AUTHORITY OF NSW - SCHOOL CROSSING SUPERVISORS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Roads and Traffic Authority of New South Wales.

(No. IRC 3560 of 2005)

Before The Honourable Justice Marks

22 July 2005

AWARD

Arrangement

Clause No.	Subject Matter
1.	Definitions
2.	Area, Incidence, Duration
3.	Parties to the Award
4.	Duties
5.	Appointment and Probation
6.	Hours of Duty
7.	Payment of Wages
8.	Superannuation
9.	Minimum Period of Engagement
10.	Work Location
11.	Leave
12.	Travelling to a Temporary Work Location
13.	Relocation

14. Termination
15. Training
16. Criminal Record Checks
17. Safety Clothing & Equipment
18. Anti-Discrimination
19. Grievance Resolution and Dispute Settlement
20. Union Contributions
21. Code of Conduct and Ethics
22. Leave Reserved
23. Rates of Pay

1. Definitions

SCS - School Crossing Supervisor

RTA- Roads and Traffic Authority of New South Wales, statutory authority established under the *Transport Administration Act 1988* (NSW)

Union -Unions NSW

Permanent SCS -A permanent SCS is a SCS who works a set number of hours and days per week.

Casual -Casual SCSs are employed on an intermittent basis to cater for special needs or to provide cover for intermittent periods of absence.

Casual Loading -An additional rate added to the rate of pay for casual SCSs to compensate for their ineligibility for paid leave and public holidays.

Contract Hours -The standard weekly hours or daily hours required to be worked by permanent SCSs. Contract hours for permanent SCSs are the hours specified in their contract or letter of appointment.

Additional Hours -Time worked by permanent SCSs in excess of their contract hours and for which a loading in lieu of annual leave is paid.

Extended Leave -A form of leave entitlement which recognises and rewards long service. Also known as Long Service Leave.

Headquarters -The centre to which SCSs are attached for administrative purposes, or from which SCSs are required to operate on a long term basis.

Temporary Work Location -The place from which permanent SCSs temporarily perform official duty if they are required to work away from headquarters.

Working Hours -The specified times that SCSs are required to work as outlined in their letters of engagement.

2. Area, Incidence, Duration

This Award will be known as the Crown Employees (Roads and Traffic Authority of NSW - School Crossing Supervisors) Award. The Award applies to all SCSs employed by the RTA under s 63 of the *Transport Administration Act 1988*. This Award will be in force for a period of three (3) years from 10 October 2005 and rescinds and replaces all other references to SCSs in any Award, Enterprise Agreement or Determination setting the rates of pay and/or conditions for SCSs employed by the RTA. The conditions in this Award comprise the full set of conditions available to SCSs.

3. Parties to the Award

The parties to this Award are the Roads and Traffic Authority of New South Wales, and the Australian Worker's Union and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

4. Duties

SCSs are responsible for the implementation of the School Crossing Supervisor Scheme at designated school crossing sites.

In order to achieve this, SCSs must:

Place CHILDREN CROSSING flags at each end of the crossing at the commencement of duties and remove the flags at the completion of duties

Be at their designated crossing at the times specified by the RTA;

Comply with the Safe Work Method Statement (SWMS) for the site at which they are working;

Perform their duties in accordance with training provided by the RTA;

Follow any lawful directions given by the RTA;

Use only the safety clothing and equipment provided by the Roads and Traffic Authority.

5. Appointment and Probation

- (a) SCS's must serve a three-month probation period before their employment is confirmed.
- (b) SCS's cannot commence duty until they have successfully completed both on-site and off-site training and have met the criteria for the criminal record check as outlined in clause 16.
- (c) The probation period may be extended for a period up to six months in exceptional circumstances. SCSs must be informed of the extension at least one week prior to the date on which they will complete three months' service.

6. Hours of Duty

- (a) Other than for reasons outlined in (e) below, permanent SCS's will be rostered to work during the 41-week NSW school year.
- (b) The contract hours for SCS's will not include four weeks of the school summer vacation period in December/January each year. Any training held in January will be notified and paid for as per clause 15, Training.
- (c) The contract hours of duty for permanent SCSs are determined according to the operating hours of the crossing at their designated site, including the setting up and storage of equipment. The specific hours will be notified to permanent SCS's in their letters of engagement.
- (d) Unless otherwise agreed by the SCS, the contract hours of duty for permanent SCS's may be varied on a permanent basis provided that three weeks' notice is given (i.e. 15 weekdays, including school and public holidays). This does not restrict the RTA to direct SCS's to work different than their contract hours on a temporary basis, eg to cover short-term absences of other staff.
- (e) Subject to clause 15, Training, permanent SCS's may, by agreement, work in excess of their contract hours. The additional hours worked, up to 38 hours per week, will be paid at ordinary time plus a 1/12 loading in lieu of additional annual leave (see 7(d) below).

- (f) Permanent or casual SCS's who are directed to work in excess of 8 hours per day or 38 hours per week will be paid for the time worked at overtime rates as time and a half for the first two hours and double time thereafter.
- (g) The hours of duty for casual SCSs will fluctuate between engagements. Generally, casual SCS's cannot be engaged for longer than the ordinary hours worked by permanent SCS's.
- (h) The RTA may arrange training to be conducted during the school holidays. Refer to clause 15, Training.
- (i) The RTA may require SCS's to work reasonable overtime at overtime rates. An SCS may refuse to work overtime in circumstances where the working of overtime would result in the SCS staff working hours which are unreasonable. For the purposes of this paragraph what is unreasonable or otherwise will be determined having regard to:

any risk to the SCS's health and safety;

the SCS's personal circumstances including any family and carer responsibilities

the needs of the workplace or enterprise;

the notice (if any) given by the RTA regarding the working of overtime, and by the SCS of their intention to refuse the working of overtime; or

any other relevant matter.

7. Payment of Wages

- (a) The hourly rate of pay for SCSs will be calculated with reference to a base hourly rate of \$N per hour. The rates of pay are set out in the table in Clause 23, Rates of Pay.
- (b) The rate paid to permanent SCSs will be averaged over a period of 48 weeks. The calculation takes into account the 41-week school year plus the entitlement to four weeks' annual leave as permanent employees. Permanent SCSs will continue to be paid for their contract hours during school holidays that fall between the months of February and December. Permanent SCSs will not be paid for the four weeks of the school summer vacation period in December/January each year.
- (c) The hourly rate paid to permanent SCSs will be calculated on the following basis:

$$\frac{N \times 45}{48} = \$P$$

Where 'N' is the base rate per hour and 'P' is the actual hourly rate.

- (d) Additional hours worked by permanent SCSs will be calculated on the following basis:

$$N + (N \times 1/12) = \$A$$

Where 'N' is the base rate per hour and 'A' is the actual hourly rate.

This rate will also apply to all time spent training by permanent SCSs outside their contract hours.

- (e) Casuals are paid for actual time worked and, subject to Clause 15, Training, are not paid during school holidays.
- (f) As casuals are entitled to a loading in lieu of all forms of paid leave except for long service leave, the hourly rate paid to casual SCSs will be calculated on the following basis:

$$N + (N \times 20\%) = \$C$$

Where 'N' is the base rate per hour and 'C' is the actual hourly rate.

- (g) Wages will be paid on a fortnightly basis into an account nominated by each SCS.

8. Superannuation

- (a) Subject to (b) below, the RTA will contribute a proportion of each SCSs' wage as determined by Commonwealth superannuation legislation into a superannuation fund nominated by each SCS. The current proportion is 9%, effective from 1 July 2002.
- (b) The RTA is prohibited from depositing superannuation contributions into an account for SCSs 70 years of age or older. In lieu of this contribution, SCSs 70 years of age or older will receive a loading equivalent to the superannuation contribution in their fortnightly pay. The additional loading will be calculated with reference to a base hourly rate of \$N per hour as contained in clause 7 above.

9. Minimum Period of Engagement

- (a) The minimum period of engagement for SCS (whether casual or permanent) shall be one hour.
- (b) SCS's who work both morning and afternoon shift in any one day will be considered to have worked two (2) periods of engagement for that day.
- (c) The period(s) of engagement for permanent SCSs will be specified in their letter of appointment.

10. Work Location

- (a) Permanent SCS's will be appointed to a designated work school crossing site to which they must report for duty.
- (b) Casual SCSs are not assigned to a specific work location and may be offered work at locations as required by the RTA.

11. Leave

11.1 Calculation of leave

- (a) Unless otherwise specified, permanent SCS's will be entitled to leave on a pro-rata basis, calculated on their weekly contract hours.
- (b) For the purpose of taking leave, 'day' means the normal/contract hours of duty that SCS's would have worked on that day. This does not include intermittent training carried out during the school term.

11.2 Casuals

- (a) Casuals receive a loading in lieu of all forms of paid leave except long service leave.
- (b) With the exception of long service leave, casuals are not entitled to take paid leave.

11.3 Recreation Leave

- (a) Permanent SCS's are entitled to four (4) weeks' recreation leave each year.
- (b) The wages paid to SCS's take into account the four-week entitlement and SCSs are not entitled to take recreation leave during the school term.
- (c) SCS's will have a period of four weeks per year (in one or more blocks) where they will not be required to attend work and/or training. Refer to clause 11, Training.

11.4 Annual Leave Loading

The wages paid to SCS's incorporate a loading of 1.35% per annum to account for their entitlement to annual leave loading based on four weeks' leave per year.

11.5 Public Holidays

- (a) Permanent SCS's will be paid for all gazetted state public holidays that occur on a day on which they are normally rostered and for the hours that they would have worked.
- (b) Public holidays that occur during school holidays will be treated as normal work days and no additional payment will be made.
- (c) Permanent SCS's will be entitled to observe local public holidays (half day or full day as gazetted) where the school to which the crossing applies is observing that local public holiday.

11.6 Sick Leave

- (a) Permanent SCS's are entitled to 12 sick days per year.
- (b) For the purpose of this clause, the sick leave year commences on 1 January. SCS's who commence duty during the course of a calendar year will be credited with a pro rata entitlement of 12 days per year.
- (c) The RTA may defer payment of sick leave to SCS's who take sick leave during their first three months of service until the SCS has completed three months of service
- (d) SCS's re-employed in the same year are entitled to the lesser of:

a maximum of 12 days sick leave, or

the sick leave SCS's would have been entitled to had employment been continuous from the date of first employment in that year.
- (e) Previous periods of employment are not taken into account for sick leave purposes.
- (f) All sick leave not taken during the leave year accumulates and may be used as required for genuine absences due to illness or incapacity.
- (g) If SCS's are unable to attend work due to illness, they are to contact their supervisor prior to the commencement of their shift and advise:

that they are unable to attend work, and

the nature of their illness or incapacity, and

the estimated period of absence.
- (h) If required by the RTA, SCS's absent from work for any period due to illness must submit a medical certificate showing the nature of the illness.
- (i) SCS's who have used all their accrued sick leave but are unable to return to work due to illness or incapacity and have supporting medical certificates may take accrued long service leave or leave without pay.

- (j) SCS's who are sick for a week or more whilst on long service leave and who have a supporting medical certificate will be entitled to accrued sick leave for the period covered by the medical certificate. The long service leave replaced by the sick leave will be re-credited to the SCS's entitlement.
- (k) Sick leave will not be granted for long service leave taken prior to resignation or termination of services.

11.7 Extended leave

11.7.1 Extended leave entitlements

- (a) Extended leave for SCS's is set by the *Transport Administration Act 1988* (NSW).
- (b) SCS's who have completed 10 years service recognised by the RTA are entitled to the following extended leave:
 - 44 working days at full pay, or
 - 88 working days at half pay, or
 - 22 working days at double pay.
- (c) For each additional calendar year of service completed in excess of 10 years entitles SCSs accrue 11 working days extended leave.
- (d) From 1 January 2005, SCS's who have completed at least 7 years continuous service with the RTA, or as recognised in accordance with paragraphs (f) and (g) below, are entitled to access pro rata extended leave on the basis of 4.4 working days per completed year of service.
- (e) Casual SCSs with regular and consistent patterns of employment are entitled to Extended Leave on the same basis as that applying to permanent SCS's, calculated on a pro rata basis.
- (f) All previous full-time and part-time service SCS's have had with the RTA, the former Department of Main Roads, Department of Motor Transport or the Traffic Authority are taken into account as service towards Extended Leave for permanent SCS's.
- (g) Service with other NSW government bodies will also be recognised in accordance with the *Transferred Officers Extended Leave Act 1961* (NSW).
- (h) Nothing in paragraphs (f) or (g) above entitles SCSs to payment for previous service recognised, where the accrual for that service has been taken as extended leave in service or paid out on termination.

11.7.2 Effect of Approved Leave Without Pay (LWOP) on Extended Leave Entitlements.

- (a) To determine if SCS's have completed the required 10 years of service:
 - Any period of approved leave taken without pay before 13 December 1963 counts as service to determine whether or not SCSs have completed 10 years of service.
 - Any period of approved LWOP you have taken without pay after 13 December 1963 does not count towards the 10 years of service.
- (b) For SCS's who have had 10 years' service recognised by the RTA, approved LWOP for the reasons listed below counts as service for Extended Leave accrual:

Military service (e.g. Army, Navy or Air Force);

Major interruptions to public transport;

Periods you are on leave accepted as workers compensation.

- (c) For SCS's who have completed 10 years of recognised service, any period of approved leave without pay not exceeding 6 months counts for the purpose of calculating length of service.

11.7.3 Taking of Extended Leave.

- (a) Subject to RTA approval, SCS's may take Extended Leave:

At a time convenient to the RTA;

For a minimum period of one hour, irrespective of whether it is paid at full pay, half pay or double pay.

- (b) Extended Leave may be taken at full pay, half pay or double pay.

- (c) For extended leave taken at double pay:

SCSs' leave balance will be debited for the actual number of working days/hours of leave at full pay plus the equivalent number of working days/hours at full pay necessary to make up the additional payment;

the additional payment is made as a taxed, non-superable allowance.

- (d) For extended leave taken at half pay, SCS's leave balance will be debited at the rate of half the days/hours taken as Extended Leave.

- (e) SCS's who take Extended Leave in service, may choose to be paid fortnightly or in one lump sum in advance of taking the leave.

11.7.4 Sick Leave while on Extended Leave.

- (a) SCS's are only entitled to claim sick leave that occurs during an absence on extended leave when sick for five or more consecutive working days. To claim sick leave, SCSs must provide a medical certificate for the period claimed as soon as practicable.

- (b) If sick leave is approved, extended leave is re-credited with the equivalent period of sick leave, if leave is taken on a full or half pay basis.

- (c) If sick leave is approved, extended leave is re-credited with the equivalent period of sick leave and the extra amount of extended leave entitlement accessed to make up the double pay allowance.

- (d) The above applies if extended leave is taken prior to retirement but not extended leave taken prior to resignation or termination of services by the RTA.

11.7.5 Public Holidays while on Extended Leave.

- (a) Public holidays that fall while SCS's are absent on Extended Leave are not recognised as Extended Leave and are not deducted from the extended leave balance.

- (b) Payment for public holidays is paid at single time even if SCSs have chosen to take extended leave at half-pay or double pay.

11.7.6 Payment or Transfer of Extended Leave on Termination

- (a) If SCSs are entitled to extended leave on termination of your employment, including retirement, they will be paid the monetary value of the extended leave as a gratuity, in lieu of your taking the leave.
- (b) SCSs who have at least five years' service as an adult but less than seven years' service are paid pro-rata extended leave if their services are terminated:

By the RTA for any reason other than serious and intentional misconduct;

By SCS's in writing on account of illness, incapacity or domestic or other pressing necessity or.

- (c) SCS's who resign to join another Government Department, and who 'transfer' as defined by the *Transferred Officers Extended Leave Act 1961* (NSW) are entitled to have their Extended Leave accrual accepted by their new employer.

11.8 Maternity leave

- (a) Female SCS's are entitled to maternity leave to allow them to retain their position and return to work within a reasonable time after the birth of their child.
- (b) Permanent SCS's are entitled to maternity leave up to nine weeks before the expected date of birth and up to 12 months after the actual date of birth.
- (c) Permanent SCS's who have completed at least 40 weeks' continuous service prior to the birth are entitled to paid maternity leave on the basis of fourteen weeks at full pay or 28 weeks at half pay from the date maternity leave commences.
- (d) Regular casual SCS's who have completed 12 months' continuous service are entitled to up to 12 months' unpaid maternity leave. The leave may commence up to nine weeks before the expected date of birth, but must not exceed a total of 52 weeks. Casual SCSs are not entitled to paid maternity leave.

11.9 Adoption leave

- (a) SCS's are entitled to adoption leave for the adoption of a child under school age, provided that they are to be the primary care giver of the child.
- (b) Permanent SCS's are entitled to adoption leave on the following basis:

fourteen weeks on full pay if they have completed 40 weeks' continuous service ;

an extended period of up to 52 weeks, taken from the time of placement of the child, as long service leave (if available) and/or leave without pay. Any period of paid adoption leave will be included in the 52 weeks.
- (c) Regular casual SCS's who have completed 12 months' continuous service are entitled to up to 12 months' unpaid adoption leave from the date the SCS takes custody of the child.

11.10 Parental leave

- (a) SCS's who are not entitled to maternity or adoption leave are entitled to parental leave to share in the responsibility of caring for their young children.
- (b) Permanent SCS's are entitled to parental leave on the following basis:

one week on full pay or two weeks at half pay if they have completed 40 weeks' continuous service; and

52 weeks unpaid. Any period of paid parental leave will be included in the 52 weeks.
- (c) Leave may commence at any time up to two years from the date of birth or adoption of the child. The leave may be taken full time for up to 12 months or on a part time basis over a period of up to two years.
- (d) Regular casual SCS's who have completed 12 months' continuous service are entitled to up to 12 months' unpaid parental leave from the date of birth or adoption of the child.

11.11 Family and community service leave

- (a) SCSs may be granted family and community service leave:

for reasons related to the family responsibilities of the SCS, or

for reasons related to the performance of community service by the SCS, or

in a case of pressing necessity.
- (b) The maximum amount of family and community service leave payable at ordinary rates that may be granted to a SCS is:

in the first 12 months of service - 2 ½ days; OR
after completion of 12 months service - in any period of two years, 5 days after the first year of service; OR

one day for each completed year of service after 2 years' continuous service, less any family and community service leave already taken by the SCS,

whichever is the greater.
- (d) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 3 days may be granted on a discrete, 'per occasion' basis to a SCS to cover the period necessary to arrange or attend the funeral of a family member or relative.
- (e) For the purposes of this subclause, 'family' means a SCS's:

spouse;

de facto spouse, being a person of the opposite sex who lives in the same house as their husband or wife on a bona fide basis, although they are not legally married;

child or adult child (including an adopted child, step child, foster child or ex-nuptial child);

parent (including a foster parent or legal guardian);

grandparent or grandchild;

sibling (including the sibling of a spouse or de facto spouse);

same sex partner who they live with as a de facto partner on a bona fide domestic basis; or

relative who is a member of the same household where, for the purposes of this definition -

- (i) 'relative' means - a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - (ii) 'affinity' means - a relationship that one spouse or partner has to the relatives of another; and
 - (iii) 'household' means - a family group living in the same domestic dwelling.
- (f) Subject to approval, accrued sick leave may be accessed when family and community service leave has been exhausted, to allow SCS's to provide short-term care or support for a family member who is ill.
- (g) Access to other forms of leave is available to SCS's for reasons related to family responsibilities or community service, subject to approval. These include:
- Leave without pay
 - Make up time.
- (h) Depending on the circumstances, an individual form of leave, or a combination of leave options may be taken. It is the RTA's intention that each request for family and community service leave be considered equitably and fairly.
- (i) SCS's appointed to the RTA who have had immediate previous employment in the NSW Public Sector may transfer their family and community service leave accruals from the previous employer.

12. Travelling to a Temporary Work Location

- (a) Permanent SCS's required to travel to a temporary work location will be entitled to ordinary time payment for the additional time taken to travel to the temporary work location compared to the time that they normally take to travel to their headquarters.
- (b) Where permanent SCS's travel by public transport to a temporary work location, they will be entitled to reimbursement of any additional fares paid.
- (c) Subject to clause 15, Training, casual SCSs are not entitled to excess fares or travel to a work location.

13. Relocation of SCS's

- (a) The RTA may relocate SCS's, either temporarily or permanently, where another location is available within a reasonable distance.
- (b) Reasons for the transfer may include, but are not limited to:
 - Where an SCS is no longer required on a site for reasons outlined in clause 14 (c);
 - For performance management or disciplinary reasons; or
 - For other reasons at the RTA's discretion.
- (c) SCSs are not entitled to relocation expenses.

14. Termination

- (a) Subject to (b) below, permanent SCSs who wish to cease their employment must provide the RTA with at least two weeks' notice.
- (b) Permanent SCSs who do not wish to continue their employment in a new school year must inform the RTA of their intention to cease their employment prior to 1 December of the previous year.
- (c) Should the RTA terminate the employment of permanent SCSs for any other reason, apart from serious or wilful misconduct, the RTA must provide the SCSs with the following period of notice (or payment in lieu), based on the length of continuous service:

Continuous service	Period of notice
Not more than 1 year	at least 1 week
More than 1 year, but less than 3 years	at least 2 weeks
More than 3 years, but less than 5 years	at least 3 weeks
More than 5 years	at least 4 weeks

NB: 'service' includes all time worked for the RTA since 1992

The period of notice shall be increased by one week where the SCS is over 45 years of age and has completed at least two years continuous service.

- (d) Reasons for termination of employment of permanent SCSs under (c) above may include, but are not limited to:
 - (i) the installation of traffic signals at that site;
 - (ii) the removal of a crossing;
 - (iii) the installation of an overhead walkway or pedestrian underpass;
 - (iv) the closure of a school.
- (e) Prior to terminating the employment of an SCS for any of the reasons outlined in paragraph (d) above, the RTA will seek to place SCS's at an alternate location within a reasonable distance. The RTA cannot guarantee that SCS's will be allocated the same hours of duty if an alternate location is found.

15. Training

- (a) The RTA will provide SCS's with training necessary to conduct their duties. SCSs must attend all training to which they have been directed.
- (b) Training will generally be provided outside of the normal working hours of a SCS or during school holidays as necessary.
- (c) The RTA must set aside a period of four weeks (in one or two blocks) during which no training can be organised. This will allow permanent SCS's to have at least four weeks' annual recreation leave per year.
- (d) The RTA must notify SCS's of the times for training to be undertaken in school holidays at least two months in advance.
- (e) Time spent training by permanent SCSs will be paid in line with the calculation for 'additional hours' and paid for in accordance with subclause 7(d).
- (f) Casuals will be paid for all time spent training in accordance with subclause 7(e).

- (g) Casuals required to travel more than 30 minutes to a training venue will be paid excess fares and for all time in excess of 30 minutes spent travelling.

16. Criminal Record Checks

- (a) The RTA will undertake criminal record checks on SCSs for any offences relevant to their employment as a SCS:
- prior to their appointment; and
- at regular intervals; or
- at the RTA's discretion.
- (b) Such offences will include, but will not be limited to, the types of offences that prohibit employees from working with children under the Commission for Children and Young People Act 1998 (NSW).
- (c) The RTA may only take action against a SCS with a criminal record where the offence is related to their employment as a SCS or the offence is not related to their employment but they have not informed the RTA of their record. Such action may include summary dismissal.
- (d) SCSs must advise the RTA of any charge or conviction against them that may affect their ability to carry out their duties. Failure to notify the RTA of the charge or conviction may result in summary dismissal.

17. Safety Clothing and Equipment

- (a) SCSs will be provided with the following safety clothing and equipment:
- RTA Hat
- RTA Safety Vest
- Rain Coat
- Rain Pants
- Sun Screen 30+
- Note Book and Pen
- Bum Bag
- Water Proof Cap
- (b) SCS's must use the safety clothing and equipment provided (and only the safety equipment provided) when on duty.

18. Anti-Discrimination

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

- (c) Nothing in this clause is to be taken to effect:
- (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.
- (d) 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

- (1) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (2) 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."

19. Grievance Resolution and Dispute Settlement

19.1 Grievance resolution

- (a) A grievance is defined as a personal complaint or difficulty. A grievance may:
 - relate to a perceived denial of an entitlement
 - relate to a perceived lack of training opportunities
 - involve a suspected discrimination or harassment.
- (b) The RTA has a grievance resolution policy and grievance resolution guidelines and procedures which should be observed when grievances arise.
- (c) While the policy, guidelines and procedures are being followed, normal work will continue.

19.2 Dispute settlement

- (a) A dispute is defined as a complaint or difficulty which affects more than one staff member. A dispute may relate to a change in the working conditions of staff that is perceived to have negative implications for that group.
- (b) It is essential that management and the unions consult on all issues of mutual interest and concern, not only those issues that are considered likely to result in a dispute.
- (c) Failure to consult on all issues of mutual interest and concern to management and the unions is contrary to the intention of these procedures.
 - (i) If a dispute arises in a particular work location which cannot be resolved between staff or their representative and the supervising staff, the dispute must be referred to the RTA's Manager Industrial Relations or another nominated officer who will then arrange for the issue to be discussed with the unions.

- (ii) If the issue cannot be resolved at this level, the issue must be referred to senior management.
- (iii) If the issue cannot be resolved at this level, the issue may be referred to the Industrial Relations Commission of NSW
- (iv) While these procedures are continuing, no work stoppage or any other form of work limitation shall occur.
- (v) The union/s reserve the right to vary this procedure where a genuine safety factor is involved in accordance with 8.7.3.

20. Union Contributions

- (a) Where SCSs authorise the RTA in writing to deduct union fees from their wage, the RTA will where practical, make the deduction and forward it to the unions.
- (b) SCSs elected as job representatives, who have notified and have been accepted by the RTA as accredited representatives of the union(s) shall be allowed sufficient time during working hours to interview the supervisor, manager and/or the staff members who they represent on matters affecting staff.

21. Code of Conduct and Ethics

- (a) RTA requires that all SCS's comply with the Code of Conduct and Ethics.
- (b) Where a disciplinary matter is alleged, suspected or know to have occurred, the SCS's manager is to take prompt action to:
 - Escalate the matter to senior management and/or the General Manager of Control Management Services or Human Resources as required
 - Conduct a fact-finding investigation, if and as required.
- (c) Interviews will be conducted to:
 - Present facts or alleged facts that could lead to disciplinary action being taken against the SCS(s)
 - Offer an opportunity for the SCS(s) to respond to the allegations or facts; and
 - Gather sufficient facts to enable a decision on whether disciplinary action is appropriate
- (d) Disciplinary action may be initiated when SCS's are involved in matters including but not limited to:
 - Corrupt conduct;
 - Misconduct;
 - Negligence, inefficiency or incompetence in the discharge of duties, or
 - Wilfully disobeying or disregarding any lawful request or direction given in the course of employment by any person having the authority to do so.
- (e) The RTA Discipline Policy and Discipline Guidelines, should be observed when disciplinary matters arise.
- (f) The RTA may suspend SCS's from duty with or without pay during disciplinary or criminal actions, as provided for by the Transport Administration (Staff) Regulations 2000.

- (g) As a result of a disciplinary breach being proven against SCSs, the RTA may choose to impose any one or more of the following sanctions:
- a reprimand and warning;
 - transfer;
 - suspension from duty;
 - termination of service.
- (h) If a disciplinary sanction is to be made against an SCS, details of this will be given in writing.
- (i) Except in the case of termination of services without notice, SCSs will be given seven calendar days to respond in writing to the RTA regarding the sanction proposed or to provide any further relevant information.
- (j) Offers of resignation will not be accepted until approved by the Disciplinary Panel if SCS's are likely to be, or currently are the subject of disciplinary action, where the reason for the action is:
- serious misconduct;
 - misappropriation;
 - fraud, or
 - corrupt conduct.
- (k) The RTA retains the right to refer a disciplinary matter to the relevant external body where the RTA has reason to believe it is necessary. This may include but is not limited to:
- the Police;
 - the Independent Commission Against Corruption (ICAC);
 - the Ombudsman;
 - the Commission for Children and Young People
- (l) SCSs have the right to appeal any disciplinary action taken against you by the RTA before:
- the Government Related Employees Appeal Tribunal (GREAT) or;
 - the NSW or Australian Industrial Relations Commission as is appropriate.

This clause:

does not remove the RTA's right to summarily dismiss a SCS for gross misconduct or fraud, should the Chief Executive consider such action appropriate.

must not be construed as requiring the taking of disciplinary proceedings in order that the RTA may dispense with the services of an RTA officer or any other employee of the RTA.

22. Leave Reserved

Leave is reserved for the parties to review what is considered a 'reasonable distance' for the purposes of relocation during the life of the Award.

23. Rates of Pay

Category Refer to Clause 7, Payment of Wages, for the calculation of rates	Operative from the first full pay period on or after the date of approval (\$/hr)	Operative from the first full pay period on or after 1 July 2006 (\$/hr)	Operative from the first full pay period on or after 1 July 2007 (\$/hr)
Base Rate (N)	15.6000	16.2240	16.8730
Permanent SCSs (P)	14.6250	15.2100	15.8184
Additional hours/training (A)	16.9000	17.5760	18.2791
Casual SCSs (C)	18.7200	19.4688	20.2476

F. MARKS *J.*

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(1579)

SERIAL C3773

**CROWN EMPLOYEES (ROADS AND TRAFFIC AUTHORITY OF NEW
SOUTH WALES - TRAFFIC SIGNALS STAFF) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Roads and Traffic Authority of New South Wales.

(No. IRC 2613 of 2005)

Before The Honourable Justice Marks

1 June 2005

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

Clause No.	Subject Matter
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- | | |
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PART B

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1. Title

This Award will be known as the Crown Employees (Roads and Traffic Authority of New South Wales - Traffic Signals Staff) Award. The terms of this Award will apply to Traffic Signals Staff employed by the Roads and Traffic Authority.

2. Definitions

- a) "RTA" shall mean - the Roads and Traffic Authority of New South Wales, constituted under section 46 of the *Transport Administration Act 1988*.
- b) "Staff" shall mean - the Traffic Signals classifications set out in Part B, Monetary Rates, employed by the RTA under section 63 of the *Transport Administration Act*.
- c) "ETU" shall mean - the Electrical Trades Union of Australia, New South Wales Branch.

3. Purpose of this Award

- a) The main purpose of this Award is to ensure that the following parties:
 - RTA management;
 - Staff; and
 - the ETU
 are committed to continually improving all areas of the RTA to achieve lasting customer satisfaction and increased productivity.
- b) The RTA is totally committed to improving the way in which it performs its operations to ensure it meets customers' needs. This is being done by means of the RTA Continuous Improvement Strategy.

- c) This award is made on the understanding that the salaries and conditions existing for employees at the date on which this award takes effect shall not be reduced merely as a consequence of the coming into operation of this award.

4. Terms of Employment

4.1 General terms

- a) Employment is by the fortnight for full-time and part-time staff
- b) The RTA will pay all staff fortnightly by electronic funds transfer into a bank or other approved financial institution.
- c) The RTA and the ETU recognise that all Staff will perform work as specified by the RTA. The RTA will regard any unreasonable failure to perform this work requirement as a refusal to perform duties. The RTA's disciplinary policy will be followed in such cases.
- d) Staff must carry out duties that:
- they have the skills, competence, training and qualifications to undertake
- are within the classification structure of this Award
- do not promote de-skilling.
- e) The RTA will not require a staff member to work in an unsafe or unhealthy environment or in breach of any statutory or regulatory requirement.
- f) Employment of full-time and part-time staff can be terminated by the RTA with the following periods of notice dependent upon the years of "continuous service":
- up to three year's service 2 weeks notice
- more than three years but less than five year's service at least 3 weeks notice
- more than 5 years service at least 4 weeks notice with a loading of one week on the applicable period where the staff member is over 45 years and has at least 2 years completed years of continuous service with the RTA as at the date of termination.

4.2 Part-time employment

- a) Staff may be employed on a part time basis subject to the needs of the RTA and in accordance with its policies and procedures for permanent and part-time staff.
- b) Staff may apply to work part-time and the decision to do so is voluntary. No person can be directed or placed under any duress to move from full-time to part-time work, or vice versa.
- c) Part-time staff will be employed as required.
- d) If it is essential that part-time staff work extra hours, the extra hours will be paid at the following rates:
- ordinary rates of pay plus a loading of 4/48ths in lieu of recreation leave for work performed up to the normal daily working hours of full-time staff performing similar duties
- appropriate overtime rates for work performed in excess of the normal working hours of full-time staff performing similar duties.

- e) Individual working arrangements will be:

agreed between the RTA and the staff member concerned

set out in a written agreement signed by both parties and approved by the appropriate Branch Manager

able to be varied at any time by negotiation between the parties.
- f) The salaries and conditions of employment for part-time staff will be based on a pro-rata application of salaries and conditions of employment contained in this Award for full-time staff performing similar duties.
- g) The RTA will notify the ETU prior to the employment of part time staff.

4.3 Working hours

- a) A normal working week for workers other than continuous shift workers will consist of 38 hours worked as follows:

a 20 day, 4 week cycle

Monday to Friday inclusive

19 working days of 8 hours each

working hours each day between 6.00am and 5.30pm.
- b) The commencing times operating at the various RTA offices at the time of implementing this clause shall not be changed without consultation with the ETU.
- c) For each day worked 0.4 hours per day accrues as an entitlement to take the fourth Monday in each work cycle as a Paid Accrued Day Off ("ADO").
- d) Staff required to work on their ADO, will be given at least 24 hours notice, or failing such notice, will be paid for all time worked at double time.
- e) Staff who attend RTA conferences, attend training organised by the RTA or who sit for an examination on their ADO will have another day off in lieu.
- f) By agreement with the RTA, staff may be required to substitute the fourth Monday with another day (nominated in advance) in the working cycle. The conditions of this Award will apply to the alternate nominated ADO
- g) Where the fourth Monday (or ADO) falls on a public holiday, the next working day is taken in lieu of the ADO. By agreement with the RTA an alternate day of the four week cycle may be taken as the ADO.
- h) Each day of paid, sick or recreation leave taken and any public holidays occurring during any cycle of four weeks is regarded as a day worked for accrual purposes.
- i) Staff who are ill or incapacitated on their ADO are not entitled to paid sick leave on that day, nor is the staff member's sick leave entitlement reduced.
- j) Staff who have either:

not worked a complete four-week cycle, or

are regarded as not having worked a complete four-week cycle according to (a) above

receive pro rata entitlements on the ADO for each day (or fraction of day) worked, or regarded as having been worked. On termination of employment staff receive pro rata accrued entitlements on the ADO.

- k) Staff may be required to work on their ADO for the following reasons:

to allow other staff to be employed productively to carry out maintenance outside of ordinary working hours

because of unforeseen delays to a particular project (or part)

emergency or other unforeseen circumstances on a project.

Staff required to work on their ADO will be paid at Saturday rates.

- l) Staff required to work on their ADO may elect, where practicable, to have another day off instead. This day off must be taken before the end of the succeeding work cycle. In such cases, the accrued entitlements are transferred to the substituted day off.
- m) Staff on continuous shift work accrue 0.4 hours for each eight hour shift work to allow one complete shift to be taken off for every 20 shift cycle.
- n) The conditions in (b) to (k) above also apply to continuous shift workers.
- o) Staff on shift work shall have their 20 minute crib break, at the workplace rather than return to their headquarters for this purpose.

4.4 Shiftwork

4.4.1 General

- a) For the purpose of this clause:

"Afternoon shift" means a shift on which ordinary time

finishes after 6.00pm and

at or before midnight

"Night shift" means a shift on which ordinary time

finishes after midnight and at or before 8.00am

commences at or before 4.00am.

- b) Staff engaged on shift work will be allowed a minimum of 10 hours between shifts except:

at change of shifts when a minimum of 8 hours will be allowed, or

in cases of unavoidable necessity.

- c) If the RTA instructs staff to resume or continue work without having 10 consecutive hours off duty, they will be:
- paid double time until they are released from duty
- entitled to be absent, without loss of pay for ordinary working time, until they have completed 10 consecutive hours off duty.
- d) The conditions in (c) above also apply to shift workers except that 8 hours will be substituted for 10 hours when overtime is worked:
- for the purpose of changing shift rosters
- where shift workers do not report for duty and day workers or shift workers are required to replace them
- where a shift is worked by arrangement between staff themselves.
- e) In addition to salaries to which they are entitled under this Award, staff on afternoon and/or night shift are paid an additional 15 percent for each ordinary afternoon or night shift performed on week days.
- f) All time worked:
- between 11.00pm and 12.00 midnight Friday
- between 12.00 midnight Sunday and 7.00am Monday
- is paid a shift loading of 15 percent of the ordinary rate of pay.
- g) Sunday time
- "Sunday time" is:
- time worked between 12.00 midnight on Saturday and 12.00 midnight Sunday
- paid at double time rate.
- h) Saturday time
- Saturday time is:
- time worked between 12.00 midnight on Friday and 12.00 midnight on Saturday
- paid at the rate of time and a half (the time which forms part of the ordinary hours of the week continues to be taken into consideration for the calculation of overtime).
- i) Staff employed under this clause and working a six or seven-day week three-shift roster are credited with an additional five days recreation leave per annum. This leave accrues at the rate of 5/12 of a day for each complete month that an officer so works.

4.4.2 Short term shiftwork

Where shiftwork for construction or maintenance works is of up to 2 weeks duration the following will apply:

a) Staff required to work shift work will be given at least 48 hours notice. If shift hours are changed, staff will be notified by the finishing time of their previous shift.

b) Shift work will be worked between:

Sunday to Thursday inclusive, or

Monday to Friday inclusive.

c) Working hours and payment for shifts are:

Single shifts:

- no longer than 8 hours, and

- paid at time and a half.

Single shifts are worked after 6:00 pm and finish before 6:00 am.

For shifts worked between Sunday and Thursday, Sunday shifts are normal shifts that start before midnight Sunday.

For shifts worked between Monday and Friday, Friday shifts are normal shifts that start before and end after midnight Friday

Two shifts:

- worked between 6.00 am and midnight or as agreed with the RTA, and

- paid at time and a quarter

Three shifts:

- with the third (night) shift being seven hours and 17 minutes

- paid at time and a quarter.

d) Staff who are employed during normal working hours are not allowed to work afternoon or night shifts except at overtime rates.

e) Work in excess of shift hours, Sunday to Thursday or Monday to Friday (other than public holidays) will be paid double time.

f) Time worked on a Saturday, Sunday or public holidays will be paid at overtime rates, provided that:

Friday shifts referred to in clause 4.4.2 (d) will be paid at ordinary shift rates

Sunday shifts referred to in clause 4.4.2 (d) will be paid at ordinary shift rates after midnight Sunday.

g) If staff work a shift of less than five continuous days and:

it is not due to the actions of staff they will be paid overtime rates

it is due to the actions of the staff they will be paid normal shift rates.

- h) If a shift exceeds four hours, staff will be allowed and paid 30 minutes crib time on each shift.
- i) 0.4 of one hour for each shift worked will be accrued, entitling staff to one shift off without pay, in every 20 shift cycle, known as the Accrued Day Off (ADO). Wages for the accrued time will be paid in the wages period during which it has been worked.
- j) Each shift of paid leave taken and any public holidays occurring during a four week cycle will be counted as a shift worked for accrual purposes.
- k) Staff who do not work a complete four week cycle will receive pro-rata accrued entitlements for each shift (or part of a shift) worked.
- l) Local management and staff will agree on the:
arrangements for ADO's during the 20 shift cycle
accumulation of ADO's (maximum of five).
- m) Once ADO's have been rostered they must be taken unless the RTA requires a staff member to work in emergencies.

4.5 Promotion criteria

All promotion from one grade to another will be on the basis of merit and be subject to the existence of a vacancy.

Selection shall be in accordance with the RTA Selection Policy in force from time to time.

5. Payments

5.1 Salaries

- a) For a detailed list of the salaries of staff, refer to Part B, Monetary rates.
- b) For the purposes of this Award:
the weekly rate will be calculated by dividing the annual salary by 52.17857
the hourly rate will be calculated by dividing the weekly rate by 38.
the salary rates listed in Part B are inclusive of a 1.35% annual leave loading.

5.2 Minimum and maximum payments

Staff who attend for duty and:

who are not required shall receive five hours pay unless 12 hours notice was given personally that they were not required

who commence work shall receive 7 hours pay.

5.3 Incremental progression

- a) Staff will be entitled to incremental progression within a grade after 12 months satisfactory service and conduct on each step-in grade.
- b) The RTA may withhold an increment or reduce a staff member's salary on the basis of the staff member's:

inefficiency

misconduct in an official capacity.
- c) The RTA will provide staff with written reasons for withholding an increment or reducing their salary within 30 days of the increment being due, or of the reduction taking effect.
- d) Periods of leave without pay where the total period of absence in any one year is greater than 5 days will not count as service when determining increments.

5.4 Overtime

5.4.1 General

- a) Overtime will be paid only for work performed in excess of the normal working hours per day which is specifically directed by an authorised officer.
- b) Overtime is used to allow essential work to be carried out which, due to its character or special circumstances, cannot be performed during normal working hours. It is not an optional work pattern.
- c) Overtime will be kept to a minimum and other work arrangements such as shift work should be considered before overtime is undertaken.
- d) If staff work flexible working hours, overtime will only be paid for approved overtime worked outside the bandwidth.
- e) Overtime will be paid at the following rates:

first two hours

- time and a half

after the first two hours

- double time

all work on Saturday

- time and a half for the first two hours and

- double time after the first two hours

all work on Sunday

- double time

all work on a public holiday

- double time and a half

- f) Staff who are required to attend work on a Saturday, Sunday public holiday, picnic day or ADO will be paid for at least four hours work at the appropriate overtime rate.
- g) Overtime is not payable for:
- any period of work that is less than a quarter of an hour
 - time taken as a meal break (except as provided for in 5.4.1 j.)
 - time spent travelling outside normal hours.
- h) If staff work overtime on a Saturday, Sunday or public holiday, they may apply for leave in lieu of payment for all or part of their entitlement calculated at the appropriate overtime rate. This is provided that:
- the application for leave in lieu of payment is made within two working days of their work on a Saturday, Sunday or public holiday
 - leave in lieu is taken at the convenience of the RTA
 - leave in lieu is taken in multiples of a quarter of a day
 - the maximum period of the leave in lieu for a single period of overtime is one day
 - leave in lieu is taken within one month of approval to take leave in lieu, except for work performed on a public holiday which may, at the election of staff, be added to annual leave credits
- Staff are paid for the balance of any entitlement not taken as leave in lieu.
- i) Overtime will not be paid for attending activities which principally benefit the staff member concerned and only indirectly benefit the RTA. Such activities may include
- conferences of professional bodies
 - lectures conducted by educational institutions
 - self-nominated training activities.
- j) Staff required to work two hours or more overtime after their normal ceasing time are entitled to:
- 30 minutes for a meal or crib break without loss of pay, after the first 2 hours, and
 - a similar time allowance for each additional 4 hours of overtime worked.
- To qualify for the above allowance staff must continue to work after their allowed break.
- Staff required to work past 12 noon on Saturday are entitled to a 30 minute meal break, without loss of pay between 12 noon and 1 pm.
- k) Staff working overtime and supervising other staff will be paid the same penalties as those under their control.
- l) The RTA may require staff to work reasonable overtime at overtime rates. An officer may refuse to work overtime in circumstances where the working of overtime would result in staff working hours which are unreasonable. For the purposes of this paragraph what is unreasonable or otherwise will be determined having regard to:

any risk to the staff member's health and safety;

the staff member's personal circumstances including any family and carer responsibilities

the needs of the workplace or enterprise;

the notice (if any) given by the Authority regarding the working of overtime, and by the officer of their intention to refuse the working of overtime; or

any other relevant matter.

5.4.2 Call-outs

- a) Staff recalled to work overtime:
- having ceased normal duty (whether notified before or after leaving the premises)
- are paid for a minimum of four hours work
- at the appropriate rate for each time they are recalled
- will not be required, except in unforeseen circumstances, to work the full four hours if the job is completed within a shorter period.
- This sub-clause does not apply where:
- it is customary for staff to return to the workplace to perform a specific job outside ordinary working hours
- the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- b) Overtime worked on a call-out where the actual time worked is less than three hours on such recall or on each of such recalls shall not be regarded as overtime for the purposes of 10 consecutive hours off duty as outlined in 5.4.3 below.

5.4.3 Rest break between shifts after overtime

- a) Staff required to work after finishing a shift without a break of 10 consecutive hours before their next starting time are entitled:
- to be absent from duty for 10 consecutive hours without deduction of pay.
- b) Staff required to commence duty before the expiration of the 10 hour break will be paid double time for the time worked.
- c) The provisions of (a) and (b) above also apply to shift workers who rotate from one shift to another by substituting "10 hours" with "8 hours":
- for the purpose of changing shift rosters
- where a shift worker does not report for duty
- where the shift worked by arrangement between staff.

5.5 Higher duties relief

- a) When the RTA has directed a staff member to relieve in a higher graded position and the staff member performs the normal duties of the position, the staff member will be paid an allowance to the first year salary rate of the position for the full period of relief
- b) If a staff member performs the duties of a higher graded position for 260 days either continuously or not they shall:

be paid the next higher rate of pay for the position

be paid the next higher rate of pay for the position on the completion of a further 260 days relief either continuously or non continuously.
- c) Periods of relief of less than 5 working days shall not be counted in the above.
- d) All time acting in a higher grade position, except when less than 5 continuous working days, shall be recognised for determining the appropriate salary when promoted to that grade.
- e) If a staff member acts in a position more than one grade above their position the period of relief will only be recognised in determining the appropriate salary when promoted to the grade immediately above them.
- f) Public Holidays falling within the period of relief shall be paid at the higher rate provided the staff member works in the higher grade on the day before and after the Public Holiday.

5.6 Salary and grade appeals

- a) Staff may apply to the RTA, through their Branch/Section Manager, for an:

increase in salary in excess of the rate of salary provided in this Award

alteration in the grade to which the staff member is appointed.
- b) Staff may appeal to the RTA if they:

are dissatisfied with a decision of the RTA

in respect of the staff member's salary or grade

in respect of any other matter under the *Government and Related Employees Appeal Tribunal Act 1989*, as amended (Part 3, Division 1, Promotion Appeals, or Part 3, Division 2, Disciplinary Appeals)

do not exercise their rights before the Government and Related Employees Appeal Tribunal, by forwarding a Notice of Appeal to the RTA within 30 days of being advised of the decision to be appealed. The Notice will set out the grounds for appeal.
- c) The RTA will hear the appeal and allow the staff member to either:

attend the appeal and present the case, or

arrange for their representative to present the case.

5.7 Allowances and expenses

5.7.1 Meals on Journeys that do not require Overnight Accommodation

- a) Staff who travel on official business and who do not need to stay temporarily at a place other than their home, will be paid an allowance of \$22.50 for:
- breakfast
- when the RTA requires them to start travelling at or before 7.00am. and return after 9.00 am.
- an evening meal
- when the RTA requires them to travel before 6.30pm and return is after 6.30pm.
- lunch
- when, due to the journey, travel commences before 1 pm and return is after 2pm
- b) The allowances will not be paid to staff unless:
- travel is outside their headquarters in the Sydney, Newcastle, Wollongong Transport Districts.
- other staff travel at least 25 km from their headquarters.
- c) a meal allowance of \$22.50 will be paid when:
- on the first day a staff member transfers from one work location to another more than 25 km from their headquarters in the same Transport District Headquarters
- a staff member attends an evening meeting at a location in the same Transport District 25 km from their headquarters.
- d) The hours referred to above shall read one hour earlier in respect of staff working at offices or depots which start work at 6.00am.

5.7.2 Meals on overtime

A meal allowance of \$22.50 will be paid when working overtime:

for longer than one and half hours

for working each additional four hours

When recalled to work a meal allowance will be paid:

after working four hours

after each additional four hours worked.

When recalled to work overtime a crib time of 20 minutes without loss of pay will be allowed for each four hours worked if work continues after the break.

5.7.3 Private motor vehicle allowances

- a) If staff do not wish to use their private motor vehicles for RTA business, under no circumstances can they be required to do so.
- b) Staff may use their private motor vehicle on official RTA business only if:

there is no RTA vehicle, or public or other transport available and

the use of the private motor vehicle is essential for the economic performance of the staff member's duties

the use is authorised in advance.

- c) Staff will be paid the:

RTA business rate

for use of a private vehicle on RTA business

specified journey rate

for use of private vehicle for transport to a temporary work location

for the approved use of a private vehicle on RTA business when a RTA vehicle or public transport is available, but the staff member chooses and prior approval is given to use the private vehicle.

- d) The rates of motor vehicle allowances will be published separately by the RTA.

- e) If staff are entitled to the cost of rail travel, but choose to use their private motor vehicle, they will be reimbursed the equivalent cost of the rail fares (including sleepers where appropriate).

5.7.4 Residential course allowances

Staff who attend residential courses are entitled to allowances.

5.7.5 Lodging and travelling allowances

- a) If the RTA requires staff to journey away from their headquarters and stay overnight at a place other than home, they are eligible for the prescribed rate and allowances for travel and lodging expenses.
- b) If expenses exceed the prescribed rate, reasonable and actual expenses plus an incidental daily expense rate may be paid.
- c) Full expenses shall be paid in all cases irrespective of claims made.

5.7.6 Fares to temporary work location

Staff who take up duty temporarily at a location different than their regular place of work will receive the amount of any additional fares reasonably incurred in travelling to and from the temporary location.

5.7.7 Location expenses

- a) Staff shall not have their headquarters changed when it is known they will be relocated for less than six months unless they are surplus and have to be absorbed.
- b) Staff who are relocated to new headquarters are entitled to reimbursement for necessary costs actually incurred in relocating themselves, their dependants and their household to

the new headquarters. Unless approved by an RTA Director, this does not apply to staff who relocate:

at their own request within two years of starting duty at their previous headquarters

to a new headquarters within 34 km of their previous headquarters

due to official misconduct

at their own request because of ill health or other hardship.

c) The reimbursement of actual and necessary relocation costs will include:

travel and temporary accommodation on relocation

temporary accommodation at the new headquarters

removal or storage of furniture and effects

conveyancing costs for the sale of the residence at the former location where a new residence or land for a residence is purchased at the new location

rental subsidy for increased rental costs at the new location

education costs for dependent children

relocation costs on a staff member's retirement

relocation costs for a staff member's spouse and/or dependant on the death of a staff member (to the point of recruitment or equivalent).

5.8 Provision of tools

The salary rates of Traffic Signals staff in Part B takes into account that the tools listed below are provided and adequately maintained by such staff:

Centre punch	Diagonal cutting nippers (insulated, 150mm)
Measuring tape (3m)	Allen keys, metric
Hacksaw	Insulated screwdriver (Phillips No 2, 100mm)
Ball pien hammer (250g)	Screwdriver (Phillips No 0, 75mm)
Multigrips or vise-grip	Insulated screwdriver (Square, 250x10mm)
Knife (Stanley)	Screwdriver (Square, 200 x 8mm)
Universal adjustable wire stripper	Screwdriver (Square, 130 x 6mm)
Combination pliers (insulated)	Screwdriver (Square, 100 x 3mm)
Long-nose pliers (insulated, 150mm)	Shifting spanner (100mm)
	Shifting spanner (200mm)

5.9 Compensatory travel leave and payments

a) Staff are entitled to claim ordinary time payment or compensatory leave (if the RTA approves) when the RTA directs them to travel in connection with official business:

to and/or from somewhere other than their normal headquarters

outside normal working hours.

- b) Staff travelling on a day where they are not required to work may claim for time spent in travelling after 7.30am.
- c) Staff travelling on a day where they are required to work may claim for time spent travelling before the normal start time or after the normal finishing time, provided that: the normal time for the trip from home to headquarters and return is deducted from travelling time

periods of less than ¼ hour on any day are disregarded

travelling time does not include any travel between 11.00pm on one day and 7.30am on the following day when staff have travelled overnight and accommodation has been provided

travelling time is calculated on the basis of reasonable use of the most practical and economical means of transport

travelling time does not include travelling for a permanent transfer which:

- has increased salary
- is for disciplinary reasons
- is made at the staff member's request.

travelling time does not include travel by ship on which meals and accommodation are provided.

- d) Staff are entitled to claim waiting time as follows:-

Where no overnight stay is involved:

1 hour shall be deducted from the time of arrival and the commencement of work.

1 hour shall be deducted from the time of ceasing work and the time of departure for home, headquarters or another work centre.

Where overnight accommodation is provided:

Any time from the completion of arrival until the time of departure shall not count as travelling time unless

- work is performed on the day of departure
- waiting time less one hour shall be allowed.

Where no work is done on the day of departure waiting time less one hour after normal starting time until time of departure shall be allowed.

6. Leave

6.1 Public holidays

- a) This section covers the following gazetted public holidays:

New Year's Day

Australia Day

Good Friday

Easter Saturday

Easter Monday

Anzac Day

Queen's Birthday

Labour Day

Christmas Day

Boxing Day

Proclaimed state public holidays

Proclaimed local public holidays do not qualify.

- b) If the holiday falls on a weekend, no additional payment will be made unless the RTA requires staff to work on that day. For further details, refer to Section 4.4, Shiftwork and Section 5.4, Overtime.

6.1.1 Local public holidays

- a) Staff in country areas may observe up to two local public holidays (or four half days) each year. This applies regardless of whether the local public holidays are:
- proclaimed (gazetted)
 - locally agreed.
- b) Recreation leave, study leave and flexible leave may be taken in conjunction with local public holidays.

6.1.2 Public service holiday

- a) Staff observe the Union Picnic Day instead of the Public Service Holiday.
- b) Staff are entitled to a day's leave with pay on the first Monday in December to attend an annual union picnic. If they are required to work on that day they will be granted a leave day in lieu.

6.2 Recreation leave

- a) Recreation leave accrues at 1 2/3 days for each completed month of service, up to a maximum of 20 working days per year.
- b) Leave is granted at the discretion of the RTA.
- c) The minimum period of leave that may be claimed is one hour. Any leave claimed in excess of one hour is to be claimed to the nearest one minute.
- d) Staff employed on seven day continuous shift basis will accrue recreation leave of 2 1/12 days for each completed month to a maximum of 25 days.

- e) Staff shall wherever practicable, take their annual leave within six months of it becoming due.
- f) The RTA may direct staff to take leave for which they are eligible, provided that:

the RTA gives the staff member at least four weeks' notice of the starting date of the leave

as far as practicable, the RTA takes the staff member's wishes into account when fixing the time for the leave.

6.3 Long Service Leave

6.3.1 General

- a) The entitlement to long service leave is set by the *Transport Administration Act 1988* (NSW).
- b) Staff who have completed 10 years service recognised by the RTA, are entitled to long service leave of:

44 working days at full pay, or

88 working days at half pay, or

22 working days at double pay.
- c) For each additional calendar year of service completed in excess of 10 years, staff accrue 11 working days long service leave
- d) From 1 January 2005, staff who have completed at least 7 years continuous service with the RTA, or as recognised in accordance with paragraphs g) and h) below, are entitled to access the long service leave accrual indicated in b) above on a pro rata basis of 4.4 working days per completed year of service.
- e) Staff who are employed part-time are entitled to long service leave on the same basis as that applying to full-time staff but payment for the leave is calculated on a pro rata basis.
- f) Staff who are employed as shift workers are debited the number of working days that fall during the period of leave, which may include a Saturday or Sunday that forms a part of the ordinary roster.
- g) All previous full-time and part-time service with the RTA, the former Department of Main Roads, Department of Motor Transport or the Traffic Authority are to be taken into account as service when determining the appropriate rate of accrual of long service leave for staff employed on a full-time or part-time basis with the RTA.
- h) Permanent service with other NSW government bodies will also be recognised by the RTA in accordance with the *Transferred Officers Extended Leave Act 1961* (NSW).
- i) Nothing in paragraphs g) or h) above entitles staff to payment for previous service recognised, where the accrual for that service has previously been taken as long service leave or paid out on termination.

6.3.2 Effect of approved Leave Without Pay (LWOP) on Long Service Leave Entitlements.

- a) To determine if staff have completed the required 10 years of service:

any period of approved leave taken without pay before 13 December 1963 counts as service to determine whether or not staff have completed 10 years of service.

any period of approved leave taken without pay after 13 December 1963 does not count towards the 10 years of service.

- b) Where staff have completed 10 years continuous service with the RTA, or as recognised in accordance with paragraphs 6.3.1 g) and h) above, approved LWOP for the reasons listed below counts as service for long service leave accrual:

military service (e.g. Army, Navy or Air Force);

major interruptions to public transport;

periods of leave accepted as workers compensation.

- c) For staff who have completed 10 years continuous service, or as recognised in accordance with paragraphs 6.3.1g) and h) above, any period of approved leave without pay not exceeding 6 months counts for the purpose of calculating length of service.

6.3.3 Taking of long service leave

- a) Subject to RTA approval, staff may take long service leave:

at a time convenient to the RTA;

for a minimum period of one hour;

at full pay, half pay or double pay.

- b) If staff take leave at double pay:

the long service leave balance is debited the actual number of working days/hours of leave at full pay, plus the equivalent number of working days/hours at full pay necessary to make up the additional payment;
the additional payment is made to staff as a taxed, non-superable allowance;

all leave entitlements will accrue based on the actual number of working days/hours absent from work on long service leave.

- c) If staff take leave at half pay:

the long service leave balance will be debited at the rate of half the days/hours taken as long service leave;

recreation leave entitlements will accrue at half the ordinary rate for the days/hours absent from work;

all other entitlements will accrue based on the actual number of working days/hours absent from work on long service leave.

- d) For staff whose ordinary hours of work are constant, payment is made at the current rate of pay.

- e) For part-time staff whose ordinary hours are not constant, payment is made based on the substantive rate of pay averaged over:

the past 12 months, or

the past 5 years

whichever is the greater.

- f) Payment includes all allowances in the nature of salary but does not include any amounts normally paid for shift work, overtime or penalty rates.
- g) Payments will be increased to reflect any increment action that staff become eligible for while absent on long service leave.
- h) Staff who take long service leave whilst in service, may choose to be paid fortnightly or in one lump sum in advance of taking leave.

6.3.4 Sick leave while on long service leave.

- a) Staff are only entitled to claim sick leave that occurs during an absence on long service leave when sick for five or more consecutive working days.
- b) To claim sick leave, staff must provide a medical certificate for the period claimed as soon as possible.
- c) If sick leave is approved, the long service leave balance is re-credited with:

the equivalent period of sick leave if taking leave on a full or half pay basis; or

the equivalent period of sick leave and the extra amount of long service leave entitlement accessed to make up the double pay allowance if taking leave on a double pay basis.
- d) If long service leave is taken at double pay, the RTA will recoup any allowance already paid for the period being claimed as sick leave.
- e) The above apply if staff take long service leave prior to retirement but not long service leave prior to resignation or termination of services.

6.3.5 Public Holidays while on long service leave.

- a) Public holidays that fall while staff are absent on long service leave are not recognised as long service leave and are not deducted from the long service leave balance.
- b) Payment for a public holiday is calculated on the ordinary hours of work and paid at single time even if staff have chosen to take long service leave at half-pay or double pay.

6.3.6 Payment or transfer of long service leave on termination

- a) Staff who are entitled to long service leave on termination of employment, including retirement, are paid the monetary value of the leave as a gratuity, in lieu of taking the leave.
- b) For staff employed on a full-time basis, payment is calculated at the substantive rate of pay on the last day of service.
- c) Staff who have at least five years' service as an adult but less than seven years' service, are paid pro-rata long service leave if employment is terminated:

by the RTA for any reason other than serious and intentional misconduct; or

by staff request in writing on account of illness, incapacity or domestic or other pressing necessity

- d) In the event c) applying, any period of leave without pay taken does not count as service.
- e) Staff who resign to join another Government Department, and 'transfer' as defined by the *Transferred Officers Extended Leave Act 1961 (NSW)* are entitled to have their long service leave accrual accepted by their new employer.

6.4 Sick leave

- a) Staff are eligible for sick leave where it is established that leave is necessary due to ill health.
- b) Staff are eligible for 15 days, fully accumulative, sick leave:
in each calendar year
subject to compliance with the following if required by the RTA:
notifications
the completion of applications
the submission of medical certificates.
- c) Part time staff are entitled to pro-rata ordinary sick leave.
- d) Staff are eligible for additional special sick leave if they:
have at least ten years service recognised by the RTA
have been or will be absent for more than three months, and
have exhausted or will exhaust available paid sick leave.
- e) Staff who are eligible for additional special sick leave may be granted:
one calendar month additional special sick leave for each ten years of service; and
an additional ten calendar days less all additional special sick leave previously granted.
- f) If any special sick leave is taken during service, the entitlement to special sick leave will be reduced by the amount of special sick leave already taken.

6.5 Maternity leave

- a) Female staff are entitled to maternity leave to enable them to retain their position and return to work within a reasonable time after the birth of their child.
- b) Unpaid maternity leave may be granted on the following basis:
up to nine weeks before the expected date of birth
up to 12 months after the actual date of birth
- c) Permanent Staff may be granted paid maternity leave if they have completed at least 40 weeks' continuous service in the NSW public sector prior to the expected date of birth of their child at the ordinary rate of pay for:
fourteen weeks at full pay or

28 weeks at half pay or

a combination of the two options above

- d) The equivalent pay for the period of leave can be requested as a lump sum, paid in advance of starting maternity leave.
- e) The lump sum payment will be made up to the maximum period indicated or for the period of leave actually taken, whichever is the lesser.
- f) Staff who choose to take paid maternity leave as a lump sum and request to return to work before the period of leave is completed, must repay the remainder of the lump sum amount.
- g) Staff who receive payment under this clause are not entitled to any payment under clause 6.7. Parental Leave.
- h) Where staff are on one form of leave and their child is born before the expected date of birth, maternity leave commences from the date of birth of the child.

6.6 Adoption leave

- a) Staff are entitled to adoption leave if they are the person who assumes the primary role in providing care and attention to the child.
- b) Adoption leave starts from the date of taking custody of the child.
- c) Unpaid adoption leave is available to all permanent staff and may be taken as:
 - short adoption leave, being three weeks on leave without pay
 - extended adoption leave:
 - up to 12 months on leave without pay
 - including any short or paid adoption leave
- d) Paid adoption leave may be granted to permanent staff who have completed at least 40 weeks' continuous service in the NSW public sector prior to taking custody, at the ordinary rate of pay for:
 - fourteen weeks or;
 - 28 weeks at half pay or;
 - a combination of the two options above
- e) The equivalent pay for the period of leave can be requested, as a lump sum, paid in advance of starting adoption leave.
- f) Payment will be made up to the maximum period indicated or for the period of leave actually taken, whichever is the lesser.
- g) Staff who chose to take paid adoption leave as a lump sum and request to return to work before the period of leave is completed must repay the remainder of the lump sum amount.
- h) Staff who receive payment under this clause are not entitled to any payment under clause 6.7. Parental Leave.

- i) Where both partners are employed in the public sector, adoption leave will only be granted to one partner for each adoption.

6.7 Parental Leave

- a) Staff who are not entitled to maternity or adoption leave may be entitled to unpaid parental leave to enable them, as a parent, to share in the responsibility of caring for their child or children.
- b) Staff employed on a full-time or part-time basis who have completed at least 40 weeks continuous service in the NSW public sector, are entitled to paid parental leave of:

one week at full ordinary pay; or

two weeks at half ordinary pay

the remainder of the requested leave being unpaid leave.

- c) Unless otherwise agreed, the entitlement to paid parental leave will be paid at full ordinary pay for the first five days of approved leave as set out in (b).

- d) Parental leave approved by the RTA may be taken as:

short parental leave for an unbroken period of up to five working days at the time of the birth or other termination of their spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of their child or children

extended parental leave for a period not exceeding 12 months, less any paid or short parental leave already taken as outlined above.

- e) Extended parental leave may commence at any time within two years from the date of birth of the child or the date of placement of the adopted child and leave may be taken:

full-time for a period not exceeding 12 months or;

part-time over a period not exceeding two years or;

partly full-time and partly part-time over a proportionate period of up to two years.

6.8 Study leave

- a) Staff are entitled to paid study leave if they are studying a course which:
 - is appropriate to their present classification, or
 - provides progression or reclassification opportunities relevant to the RTA.

- b) Study leave will be granted on the following basis:

face-to-face students:

- half an hour for every hour of lectures, up to a maximum of four hours per week, or

- 20 days per academic year, whichever is the lesser

correspondence students:

- half an hour for every hour of lecture attendance involved in the corresponding face-to-face course, up to a maximum of four hours per week; or

- 20 days per academic year, whichever is the lesser.

6.8.1 Examination and pre-examination leave

- a) To assist staff attempting final examinations in courses for which study leave has been approved and to free them from work immediately prior to an examination, staff will be given a maximum of:

five days paid examination leave per calendar year for time occupied in travelling to and from and attending the examination

half a day for pre-examination leave on the day of examination, up to a maximum of five days per calendar year.

6.9 Military leave

- a) Staff who are part-time members of naval, military (including 21st Construction Regiment) or air force reserves will be eligible for military leave each 12 months commencing 1 July on the following basis:

military forces:

- 14 calendar days annual training
- 14 calendar days instruction school, class or course

naval forces:

- 13 calendar days annual training
- 13 calendar days instruction school, class or course

air force:

- 16 calendar days annual training
- 16 calendar days instruction school, class or course

an additional grant of up to four calendar days for additional obligatory training.

6.10 Special leave

- a) Staff will be granted special leave for jury service.
- b) In accordance with Human Resources Policy 8.14, Special Leave, staff may also be granted paid special leave for certain activities which are not regarded as being on duty and which are not covered by other forms of leave. Activities may include:

transfer

as a witness when called or subpoenaed by the Crown

emergency volunteers

emergency or weather conditions

trade union activities/training

ex-armed services personnel: Medical Review Board etc.

National Aborigines' Day

miscellaneous:

- graduation ceremonies
- returning officer
- local government - holding official office
- superannuation seminars
- naturalisation
- bone marrow donors
- exchange awards - Rotary or Lions
- professional or learned societies

6.11 Leave without pay

Staff may be granted a maximum of three years' leave without pay. Leave without pay is calculated in calendar days.

6.12 Family and community service leave

a) Staff may be granted family and community service leave:

for reasons related to the family responsibilities of the staff member, or

for reasons related to the performance of community service by the staff member, or

in a case of pressing necessity.

b) The maximum amount of family and community service leave payable at ordinary rates that may be granted to a staff member is:

in the first 12 months of service - 19 hours for staff working a 38 hour week; OR

after completion of 12 months service - in any period of two years, 38 hours after the first year of service; OR

7.6 hours for each completed year of service after 2 years' continuous service, less any family and community service leave and short leave already taken by the staff member,

whichever is the greater.

c) Family and community service leave is available to part-time staff on a pro-rata basis, based on the number of hours worked.

- d) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 3 days may be granted on a discrete, 'per occasion' basis to a staff member to cover the period necessary to arrange or attend the funeral of a family member or relative.
- e) For the purposes of this subclause, 'family' means a staff member's:
- spouse;
 - de facto spouse, being a person of the opposite sex who lives in the same house as their husband or wife on a bona fide basis, although they are not legally married;
 - child or adult child (including an adopted child, step child, foster child or ex-nuptial child);
 - parent (including a foster parent or legal guardian);
 - grandparent or grandchild;
 - sibling (including the sibling of a spouse or de facto spouse);
 - same sex partner who they live with as a de facto partner on a bona fide domestic basis; or
 - relative who is a member of the same household where, for the purposes of this definition -
 - 'relative' means - a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - 'affinity' means - a relationship that one spouse or partner has to the relatives of another; and
 - 'household' means - a family group living in the same domestic dwelling.
- f) Subject to approval, accrued sick leave may be accessed when family and community service leave has been exhausted, to allow staff to provide short-term care or support for a family member who is ill.
- g) Access to other forms of leave is available to staff for reasons related to family responsibilities or community service, subject to approval. These include:
- Accrued recreation leave
 - Leave without pay
 - Time off in lieu of payment for overtime
 - Make up time.
- h) Depending on the circumstances, an individual form of leave, or a combination of leave options may be taken. It is the RTA's intention that each request for family and community service leave be considered equitably and fairly.
- i) A staff member appointed to the RTA who has had immediate previous employment in the NSW Public Sector may transfer their family and community service leave accruals from the previous employer.

7. Other Conditions

7.1 Deduction of Union Membership Fees

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

7.2 Grievance resolution and dispute settlement

7.2.1 Grievance resolution

- a) A grievance is defined as a personal complaint or difficulty. A grievance may:
 - relate to a perceived denial of an entitlement
 - relate to a perceived lack of training opportunities
 - involve a suspected discrimination or harassment.
- b) The RTA has grievance resolution policy, guidelines and procedures which should be observed when grievances arise because of this Award.
- c) The policy, guidelines and procedures are detailed in Appendix C.
- d) While the policy, guidelines and procedures are being followed, normal work will continue.

7.2.2 Dispute settlement

- a) A dispute is defined as a complaint or difficulty which affects more than one staff member. A dispute may relate to a change in the working conditions of a group of staff which is perceived to have negative implications for those staff.
- b) It is essential that management and the ETU consult on all issues of mutual interest and concern, not only those issues that are considered likely to result in a dispute.
- c) Failure to consult on all issues of mutual interest and concern to management and the ETU is contrary to the intention of these procedures.
 - 1. If a dispute arises in a particular work location which cannot be resolved between a staff member or their representative and the supervising staff, the dispute must be referred to the RTA's Manager of the Industrial Relations Section or another

- nominated officer who will then arrange for the issue to be discussed with the ETU.
2. If the issue cannot be resolved at this level, the issue must be referred to senior management.
 3. If the issue cannot be resolved at this level, the issue must be referred to the Industrial Relations Commission of New South Wales.
 4. While these procedures are continuing, no work stoppage or any other form of work limitation shall occur and the status quo existing prior to the dispute shall remain.
 5. The ETU reserves the right to vary this procedure where a safety factor is involved.

7.2.3 Disputes relating to OH&S

- a) The RTA and Traffic Signals Staff are committed to the *Occupational Health and Safety Act 2000* and other relevant statutory requirements at all times.
- b) When OH&S risk is identified or a genuine safety factor is the source of dispute:
 1. Staff have a duty to notify the RTA of the risk through their Occupational Health and Safety Committee, and
 2. To allow the RTA a reasonable amount of time to respond.
 3. The RTA has a duty to address the issue identified, and
 4. Report on the issue within a reasonable timeframe
- c) The notification of WorkCover without allowing the RTA a reasonable amount of time to respond to the issue is a breach of the legislative provisions.
- d) The RTA respects the right of staff to refuse to continue work owing to a genuine safety issue.
- e) The unions and wages staff acknowledge that the creation of an industrial dispute over an OH&S matter that is not legitimate is a breach under s.25 of the *Occupational Health and Safety Act*.

7.3 Anti-Discrimination

- a) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in the effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provisions 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 effect:
1. Any conduct or act which is specifically exempted from anti-discrimination legislation;
 2. Offering or providing junior rates of pay to persons under 21 years of age;
 3. Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 4. 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

- (1) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (2) 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."

This award is made on the understanding that the salaries and conditions existing for employees at the date on which this award takes effect shall not be reduced merely as a consequence of the coming into operation of this award.

8. Leave Reserved

Leave is reserved for the parties to discuss the operation and quantum of the on call allowance during the life of this Award.

PART B**MONETARY RATES****Salary Increases**

Classification		+4% Operative 1/7/2004 \$	+4% Operative 1/7/2005 \$	+4% Operative 1/7/2006 \$
Grade 4	Year 1	44774	46565	48428
	Year 2	46531	48392	50328
	Year 3	48360	50294	52306
Grade 5	Year 1	50023	52024	54105
	Year 2	51637	53702	55850
	Year 3	52570	54673	56860
Grade 6	Year 1	53724	55873	58108
	Year 2	55352	57566	59869
	Year 3	57166	59453	61831

Grade 7	Year 1	58410	60746	63176
	Year 2	60472	62891	65407
	Year 3	61646	64112	66676

APPENDIX A

Workplace Reform

A1 Parties to the award

The parties bound by the Award are the:

Roads and Traffic Authority of New South Wales; and

Electrical Trades Union of Australia, New South Wales Branch

A2 Enterprise bargaining infrastructure

Implementation of continuous improvement will be based on consultation. The following bodies will assist in facilitating a consultative and participative approach.

A2.1 RTA's Single Bargaining Unit (SBU)

A joint advisory group, to be called the Single Bargaining Unit, consisting of nominated representatives from the ETU and RTA management will meet regularly and continue to oversee the development, negotiation and implementation of an agreed enterprise bargaining agenda to ensure:

a consistent approach

an effective implementation process in order to achieve the agreed outcomes within the allotted time frames

the achievement of sustainable and measurable productivity improvements.

A2.2 Project teams

Project teams will be established, if required to oversee the technical development and implementation of the RTA's workplace reform agenda items.

Project teams will be under the managerial control of an RTA Project Manager and will include both RTA and ETU nominated staff representatives.

The project teams will provide regular reports to, and as requested by, the SBU and will refer any problems which cannot be resolved at the project level to the SBU for determination.

A2.3 Staff task groups

Staff task groups will be established as required to research and provide recommendations in line with the agreed terms of reference.

A2.4 Regional consultative groups

Regional consultative groups will continue in each region of the Operations Directorate and will include both RTA nominees and ETU nominated staff.

The groups' role will continue to promote positive co-operation in overseeing the implementation of each of the RTA's workplace reform agenda areas within the directorates and to resolve any localised issues including industrial problems that arise during the implementation process.

The groups will provide regular minutes/reports to, and as requested by, the SBU and will refer any problems which cannot be resolved at the directorate level to the SBU for determination.

A2.5 General principles

- a) The SBU, project teams and regional consultative groups will circulate to these groups minutes of their respective meetings.
- b) Staff assigned to a project team, task group or regional consultative group will be released from their normal duties, as required to carry out the responsibilities to which they have been assigned. Should any problems arise related to such release, they will be referred to the SBU.
- c) Regional consultative groups will:
 - be chaired (to be shared) by the ETU and RTA staff representatives
 - develop and implement a communication plan to ensure that directorate staff are kept fully informed of the work of the group and the ongoing implementation of the enterprise bargaining process across the directorate.
- d) The SBU, project teams and regional consultative groups will be able to second a staff member to the respective body if such staff member has special expertise relevant to the issue(s) being considered.
- e) Nominated representatives and group members will have relevant training to assist them in their roles.
- f) The SBU, project teams, task groups and regional consultative groups will be appropriately resourced in regard to clerical backup, time, provision of information and other identified needs.

A3 Commercialisation

The ETU and staff agree to co-operate in the implementation of a commercialisation focus as the basis for the RTA's business principles and practices to ensure the most efficient utilisation of resources, by adopting the RTA's business rules and by developing achievable performance and productivity measurement targets.

A4 Process improvement

The RTA, the ETU and staff are committed to ensuring effective and efficient customer service and product delivery by analysing and recommending changes in processes, systems or procedures which will result in improvement in productivity and/or the elimination of duplication and waste.

The regional consultative groups will under the direction of the SBU:

monitor the development and implementation of process improvement at the directorate and regional level

provide appropriate updates, reports and recommendations to the SBU.

A5 Competency based training

The parties recognise the need for greater efficiency and productivity improvements which require a greater commitment to training and skill development. This commitment includes:

acknowledgement of skills held

developing a more highly skilled and flexible workforce

providing staff with the opportunity to acquire additional skills through appropriate training, thereby improving career opportunities

ensuring equality and fairness of access to training for all Staff based on organisational need to increase flexibility and productivity

removing barriers to the use of skills acquired, thus providing greater flexibility and efficiency for the organisation and greater variety and job satisfaction for Staff.

To ensure that staff meet the required agreed competencies for their classification, RTA organised training programs will be conducted in paid time and within ordinary working hours, where practicable.

A6 Performance planning and feedback

The RTA will implement a performance planning and feedback scheme that applies to all Staff and is:

implemented in consultation with the ETU that will link performance in the work place with the goals of the RTA, its regions and work units

supported by appropriate training

evaluated and monitored by the SBU.

This scheme recognises and reflects the increasing importance of teams in the RTA and their contribution to service and quality.

The parties are committed to:

ensuring teams and staff understand the relationship or interdependence of their role with other teams and staff

clearly defining expectations for each team and staff member against the agreed goals of the RTA and productivity standards

ensuring each team and staff member clearly understands the RTA's objectives, their work unit's goals and how their role is integral to the achievement of these objectives and goals

obtaining feedback from teams and Staff on the RTA's work practices, management practices and possible innovations

encouraging teams and Staff to participate in their work unit's decision making process.

A7 Conditions of employment

a) The parties are committed to the development and implementation of changes in conditions of employment that are customer focused and are equitable in application. Any changes will be:

developed and implemented in consultation with the ETU to link performance in the work place with the goals of the RTA

evaluated and monitored by the SBU.

- b) In making this commitment, the parties accept, in principle, the need to:

review current work practices to ensure that they are customer focused and maximise the effective and efficient use of resources

review and rationalise administrative procedures

reduce and update documentation

ensure, where possible, consistent working conditions for all Staff

provide opportunities for all Staff to better manage their working and personal lives

review current work patterns to investigate flexible work arrangements which better meet Staff and customers' needs.

A8 Work environment

- a) Occupational health and safety

The RTA is committed to achieving and maintaining an accident free and healthy workplace. This will be achieved by:

implementation of appropriate health and safety practices and procedures

appropriate management policies and practices

the active and constructive involvement of all Staff; and

management and staff member representatives participation on safety committees.

The RTA and Staff will seek to comply with the *Occupational Health and Safety Act 2000* and other relevant statutory requirements at all times.

The RTA will encourage Staff to take a constructive role in promoting improvements in occupational health, safety and welfare to assist the RTA in achieving a healthy and safe working environment.

- b) Equality of employment

The RTA is committed to providing employment which promotes the achievement of equality in employment as an effective management strategy.

- c) Harassment free workplace

Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference or age is unlawful in terms of the *Anti-Discrimination Act 1977*.

The RTA is committed to ensuring that Staff work in an environment free of harassment.

Staff are required to refrain from, or being a party to, any form of harassment in the workplace.

For further details, refer to the RTA's policy and guidelines for an harassment free workplace as set out in the Human Resources Manual.

A9 Consultation on excess staff

The RTA is committed to managing excess staff through a consultative approach in accordance with Government policy and continuous improvement strategies.

The parties are committed to the development and implementation of a process which will ensure equitable treatment of excess staff throughout the RTA.

Such a process will include appropriate training, career and financial assistance counselling, provision of equipment and participation in the RTA's Job Assist Scheme.

The implementation of any clause in this Award is not intended to cause any forced redundancies.

It is not the intention that any clause in this Award will prevent the RTA managing excess staff in accordance with Government policy and through a consultative process with staff and the ETU.

A10 Contractors' protocol

Where work is to be carried out by contract, including sub-contract, the RTA will:

abide by the provisions of the Industrial Relations Management Guidelines, December 1999, as developed by the NSW Government's Construction Policy Steering Committee.

ensure that all tenders are properly scrutinised to ensure that prospective tenderers would, if successful, be paying award rates, providing award conditions and complying with other statutory provisions and RTA specified standards including but not limited to the RTA's safe working procedures, RTA's traffic control procedures and RTA's quality standards and the provisions set out in A8, Work environment.

on being advised or otherwise becoming aware that a contractor or sub-contractor is not paying award rates, providing award conditions or complying with any other statutory provisions and RTA standards including but not limited to RTA's safe working procedures, RTA's traffic control procedures and RTA's quality standards, as set out in clause 1.9 Work environment, will take necessary action to ensure that the situation is immediately rectified. Should the contractor or sub-contractor continue to breach the provision then appropriate action including termination of contract will, if appropriate, be implemented.

A11 Agreed procedures for market testing and contracting out

Where work is presently carried out by RTA staff, the parties agree that the Government's policy on Market Testing and Contracting Out will be observed. If increased efficiency through contracting out is to be considered, full consultation on all aspects, including the contracting out process and the capacity of Staff to perform the work to contractual specifications, will take place between the RTA and the ETU before initiating any change to operations presently carried out by RTA staff.

This is to ensure that all parties are informed of plans and Staff can offer input, seek clarification of issues and be kept abreast of major developments. (See Appendix D for Principles, Definitions and Consultative Process).

A12 Unplanned absenteeism (Sick leave)

The parties are committed during the life of the Award to finalising the development and implementation of strategies to identify the underlying causes of unplanned absenteeism, develop staff awareness of the problem(s) and to introduce initiatives to address the causes.

Staff who have a good employment and sick leave record and who have been suffering from a genuine prolonged illness will continue to be entitled, by Chief Executive approval, to paid sick leave should they exhaust their paid sick leave entitlement.

A13 Spread of hours

The hours and patterns of work for Staff may be reviewed during the life of this Award, if required, to better suit the needs and operational requirements of the RTA's traffic signals undertakings. Such considerations may include:

Occupational Health and Safety issues;

quality of working life;

recognition of family responsibilities;

shift work patterns;

adequate remuneration for Staff who undertake shift work;

rostering arrangements; and

programmed overtime.

A14 Consultation

The parties agree that in order to maximise the benefits that can be obtained through the consultative process there is a need for full and open consultation on all relevant issues affecting Staff and the ETU.

The parties are committed to timely and effective consultation which will provide Staff and the ETU with the opportunity for input into such matters that impact upon them prior to their implementation.

A15 Communication

The parties agree to continue to implement initiatives designed to ensure that there are structured communication processes between the RTA's corporate and other directorates, regional and frontline areas to ensure timely and accurate upward and downward feedback.

A16 Casual and limited duration employment

The parties agree to enter into negotiations concerning the employment and conditions of casual and limited duration staff.

A17 HIAB, Driving and compressor allowances

The parties agree to enter negotiations concerning the payment of allowances for operating a HIAB and a compressor and an allowance for driving vehicles.

A18 Meal allowances

The parties agree to enter negotiations concerning the payment of meal allowances for Staff when travelling outside their headquarters in the Sydney, Newcastle and Wollongong Transport Districts.

A19 Austel licence

The parties agree to enter into negotiations concerning Staff gaining the appropriate Austel License.

A20 First aid

The parties agree to enter negotiations concerning the provision of first aid training and entitlements.

A21 Work apparel

The RTA agrees to provide staff with work apparel. The style and quantum of work apparel issued to supervisory staff will be commensurate with the work apparel provided to Works Supervisors and Surveillance Officers. Any final application of work apparel to supervisory staff will be agreed by a working party consisting of representatives of the RTA and the ETU.

APPENDIX B**Implementation****B1 Rescinding of previous awards**

This award rescinds and replaces the Crown Employees (Roads and Traffic Authority of New South Wales - Traffic Signals Staff) Award 2002, published 2 August 2002 (335 I.G. 649).

B2 Duration of the award and operative dates for future salary increases

a) This Award will take effect from 1 July 2004 and will operate for a period of three years.

b) Staff covered by this Award will receive:

a 4% increase in base rates of pay payable from the first full pay period to commence on or after 1 July 2004

a 4% increase in base rates of pay payable from the first full pay period to commence on or after 1 July 2005

a 4% increase in base rates of pay payable from the first full pay period to commence on or after 1 July 2006

c) The increases in base rates will be paid in consideration of the acceptance of this Award. The new base rates are set out in the table Salary Increases, of Part B Monetary Rates.

B3 Negotiating the next award

The parties agree to begin negotiations for a new award at least six months prior to the expiration of this Award

APPENDIX C**Grievance Resolution****Policy**

The RTA's grievance resolution policy provides a system for managing internal grievances which:

- recognises the right of an individual to raise any concern about work-related issues and expect a prompt and fair response
- encourages appropriate behaviour in the workplace

raises and maintains high standards of morale and work satisfaction by providing a work environment where the full potential of each staff member can be realised.

All managers have a responsibility to identify and resolve, as far as possible, causes of stress to workers under their control without waiting for a grievance to be expressed first.

Every staff member has a responsibility to avoid treating co-workers in a way that will cause distress.

Guidelines

Definitions

a) Grievant

The grievant is the person who raises the grievance. There may be more than one grievant involved in a grievance.

b) Respondent

The respondent is the staff member who is alleged to:

have acted unfairly or in a discriminatory manner

be the instigator of the cause of the grievance.

There may be more than one respondent involved in a grievance.

c) Grievance Adviser

The Grievance Adviser:

is the person who listens to a grievance, offers advice and clarifies the facts of the issue in question to enable the grievant to decide what the appropriate action is

may also participate in any discussions or mediation as a support person but not as an advocate for the grievant

does not have responsibility for resolving grievances through either action or decisions.

The person responsible for resolving grievances through action or decision is the appropriate supervisor or manager.

To provide individuals with increased flexibility in seeking advice regarding any work-related problem, staff members in the following positions within the RTA have been nominated as grievance advisers:

Human Resources Managers

EEO Manager

Spokeswomen

Women's Liaison Officer

Director of Affirmative Action

Grievance Contact persons

Aboriginal Liaison Officer.

General Principles of Grievance Resolution

- a) The grievance resolution guidelines are based on the following general principles:

staff involved in grievance resolution should have access to training

the immediate supervisor or manager should be informed in the first instance of the grievance, wherever possible, so that appropriate action can be taken

staff members must have an appropriate degree of choice about whom to approach and, ideally, have a choice of actions

grievances can be raised either orally or in writing

grievances are to be resolved as promptly as possible

where a grievance legitimately requires time for investigation:

- an initial response advising of the proposed actions is to be made to the grievant within two days of the grievance being made

- the investigation is to be completed within a reasonable time frame (usually no longer than four weeks)

all functional managers will manage grievances with understanding, care and consideration

the rights of every person involved are protected

the grievant has control of the resolution process except in certain cases eg where the RTA may be liable or where criminal charges may be laid

other staff may become involved in grievance resolution

- as and when required

- in order to provide specialised assistance

- to meet the special needs of EEO target group members

the confidentiality and the integrity of every person involved will be maintained

victimisation of any person involved is totally unacceptable

resolution should be determined in a way that is satisfactory to those involved and especially to the grievant wherever possible.

Interpreters

- a) Language and sign interpreters are available and should be used where necessary at any stage of the grievance process.
- b) Use only professional interpreters to minimise the risk to privacy and of error. Where a non-professional interpreter raises a grievance on behalf of another person eg a friend or colleague, limit the amount of information being given to the fact that the grievant is making a complaint.
- c) The non-professional interpreter may only continue to contribute to the situation as a support person if requested to do so by the grievant.

External Referral Sources

- a) Staff members have the right to choose whether to use:
the internal grievance mechanism
an external body.
- b) They may approach either or both at any time during the course of the grievance.
- c) The list of sources of external assistance detailed below is not exhaustive and is a guide only:
the ETU
Anti-Discrimination Board of NSW
Government and Related Employees Appeal Tribunal (GREAT)
Industrial Relations Commission (with representation by the appropriate association/union)
Ombudsman
Privacy Committee of NSW.
- d) The RTA must be advised if a staff member approaches an external body during the course of a grievance.

Protection

- a) A grievant is protected against any action for defamation by the defence of qualified privilege, provided:
the grievance is raised in accordance with these established procedures
the grievant does not intentionally make a malicious or substantially frivolous complaint
the grievant does not publish or make information about the grievance available to persons who have no legitimate interest in receiving it.
- b) Any staff member who carries out grievance resolution in accordance with established procedures or who is required to prepare a report concerning another member of staff is protected against any action for defamation by the defence of qualified privilege provided that he or she:
is not actuated by malice
does not publish or make information about the grievance available to persons who have no legitimate interest in receiving it.

Documentation

- a) Grievance resolution should be managed as simply as possible. Keep informal notes brief and factual and do not include personal opinions.
- b) All parties involved must be given the opportunity to sight and endorse all material.
- c) The Grievance Adviser should retain all documentation until twelve months after the grievance has been resolved. Keep the material confidential and separate to personal files.

- d) Do not make any notations on personal files unless a disciplinary charge has been found proved. In this case place only the results of the charge on the personal file of the person charged.

Training

- a) Training courses concentrating specifically on the resolution of grievances will be made available to grievance advisers and as many staff members likely to be involved in grievance resolution as possible.

Assessing Grievance Resolution

- a) A grievance should only be regarded as satisfactorily resolved when the outcome is fair with regards to:
 - any damage and suffering sustained
 - the prognosis for the future
 - improvement of the immediate circumstances which gave rise to the grievance.
- b) The resolution to a grievance must be lawful.
- c) In some cases a final determination may be reached which does not fully resolve the grievance or there is no possible action which can be taken but the parties accept this. The grievance is therefore considered concluded but not resolved
- d) A grievance is also considered to be concluded but not resolved when a grievant chooses to withdraw.
- e) In the terms of this policy, a respondent has a right to expect that any penalty or disciplinary action will be appropriate to the degree of culpability or fault if proven or substantiated, taking into consideration any damage or suffering sustained by the grievant, and the potential for future problems.

Appeal Right

- a) Any staff member who is dissatisfied with his or her treatment in terms of these procedures may appeal to the Director or Chief Executive for a re-examination of the decision.
- b) This appeal right does not in any way diminish a staff member's to seek the assistance of representative of his or her trade union or association in the matter.

Grievance Resolution Procedures

- a) Any manager, supervisor or Grievance Adviser consulted by a grievant should:
 - listen and be sympathetic to any distress exhibited by the grievant
 - be aware of their own limitations and the grievant's insecurity and fears as to the possible repercussions of lodging a grievance
 - clarify the facts of the grievance
 - ensure the confidentiality and protection of all parties involved
 - wherever possible, take into account the grievant's wishes regarding the process of resolution
 - ensure the right of the respondent to be heard before any decision is made
 - if resolution is not possible, conclude the grievance by advising the grievant of the:

- reasons
- right of appeal
- external options.

b) In addition, if you are:

acting as a Grievance Adviser:

- offer counsel and advice
- refer the grievant to an appropriate functional manager. Usually this is the grievant's immediate supervisor or manager unless there is a good reason for the referral to be made to a more senior manager eg the immediate supervisor/manager is absent or is the respondent.

the supervisor or manager, take the appropriate steps to investigate and resolve the grievance.

APPENDIX D

Market Testing and Contracting Out

Principles, Definitions and Consultative Process

Principles

Selection of an Area of Work to Market Test

The following principles underlie the selection of an area of work for market testing:

- a) The area of work should be capable of being defined precisely. It should allow clear boundaries to be specified and relationships with other areas of work to be defined.
- b) The area of work should be capable of being expressed in terms of outcomes rather than the RTA having to define how the work is to be done.
- c) The performance of an in-house team or contractor completing the work should be capable of being accurately measured so that cost and quality are able to be clearly determined.
- d) There should be clear competition among bidders for the area of work.
- e) If the work is contracted out, there should be clear opportunity to penalise or replace contractors for poor or non-performance without causing significant interruption to RTA business.
- f) There should be a reasonable expectation that cost-effectiveness improvements are possible.
- g) The Market Testing process need be applied only when the scope and nature of the project is such that there would be "value for money" in doing this. That is, the financial and other costs of running the process should be justifiable in terms of the expected financial and non-financial benefits.

Conduct of Market Testing Projects

The following principles underlie the conduct of a market testing project:

- a) Consultation with staff and their representatives must be an integral part of the process (see definition of consultation below).

- b) Market testing of an area of work will not necessarily lead to contracting out of that work. The decision to contract out an area of work or retain it in-house must be based on a robust analysis of costs, benefits and risks, both financial and non-financial. Issues to be considered include but are not limited to:
- track record of performing work of that type and quality of past work, including consideration of any examples of non-performance in the past
 - reports from reference sites
 - past performance in management of sub-contractors
 - fitness and quality of the process proposed by the bidder
 - financial stability of the firm
 - ability to meet statutory requirements, including occupational health and safety requirements, and calibre of the key people involved in delivery of the work.
- c) Fair and effective competition must be maintained among all bidders, including in-house bid teams. Probity processes must be in place to ensure no advantage is gained by one bidder over and others but care must be taken to ensure that probity processes are not so onerous that they disadvantage any bidders or place heavy costs on the process.
- d) The market testing process used should facilitate innovation by bidders (including in-house bidders) and support the pursuit of "best practice". This implies that internal bid teams should be adequately resourced and have access to the relevant expertise in formulating their bids. (NB. The terms "innovation" and "best practice" refer to the achievement of technical and process improvement and not merely cost cutting.)
- e) Equity objectives should be pursued in addition to efficiency and effectiveness objectives. This means that equity in dealing with the RTA's clients and employees must be maintained or enhanced. Equity in workplace relationships extends to safety and EEO aspects, as well as consultation with employees and their representatives. Workplace equity also implies management should demonstrate appropriate leadership and support of employees, especially those involved in internal bid processes.

Management of an Area of Work After Market Testing

The following principles underlie the management of a work area after market testing, irrespective of whether the work is contracted out or retained in-house:

- a) The work area should be managed on an "outcome" basis, allowing room for innovation and continuous improvement in the way work is performed.
- b) A contract and/or service level agreement(s) must be negotiated which allows cost and quality indicators to be monitored and compared over time.
- c) Clear accountabilities must be established and understood by all parties - the team undertaking the work and the people responsible for managing the performance or the work area on behalf of the RTA.
- d) Clear lines of communication must be defined, including processes for remedying performance discrepancies and resolution of disputes.

Definitions

- a) "Consultation" means - a process of sharing information and requiring input on key decisions before they are taken and utilising that input in formulation of the decision outcome. In a rational decision model, it may include input to and/or feedback on:
 - the identification of decision alternatives
 - the identification of decision criteria; and
 - the outcome of evaluation of alternatives against the criteria.
- b) In an incremental decision model it may include preparation and dissemination of a discussion document on a proposed change, gaining feedback on the proposal and modifying the proposal where appropriate.
- c) Consultation does not imply a right to veto decisions nor does it imply a right to access confidential material of a commercial or personal nature. Where a need arises to provide access to confidential information, a confidentiality control process will be implemented.
- d) "Market Testing" is a rational approach to deciding the best value-for-money method (taking into account cost, benefit and risk) of delivery of an area of work. It does not refer to "contracting." Contracting is one possible outcome of a market testing process.
- e) "Major Works" are defined as works valued at \$500,000 or greater unless approved as a "Minor Works" by a Regional Manager. Only major works are suitable for market testing and usually only where it is an area of work that is already performed within the RTA. The RTA may proceed directly to a contract for minor works in circumstances where in-house resources are unavailable and/or the RTA no longer performs work of that type.

Consultative Process

Step 1	<ul style="list-style-type: none"> (a) Local management required to identify projects to be considered for Market Testing and Contracting Out. (b) Agreement to proposals sought from Director (c) Opinions of other directors on proposed project sought by relevant Director. Director Corporate Services initiates preliminary consultation with relevant unions and notification to SBU and Labour Council. (d) Relevant unions advised by Director Corporate Services and input sought. (Two weeks to respond from date of advice). (e) Responses considered by relevant Director and proposals modified where appropriate.
Step 2	<ul style="list-style-type: none"> (a) Board advised of nominated projects by relevant Director. (b) Nominations considered by Board and which project should proceed to market testing determined. (c) Relevant unions, SBU and Labour Council advised of project approvals by Director Corporate Services.
Step 3	<ul style="list-style-type: none"> (a) Project initiated by local management. (b) Nominations called for and, in consultation with relevant unions, in-house bid team appointed by relevant Director. (c) In-house bid team advised of targeted savings/areas for improvement. (d) Evaluation committee appointed by relevant Director. (e) In-house bid team given time and resources (including appointment of relevant advisers) to identify and implement processes to achieve target savings and improvements. (f) Evaluation committee reviews improvements made by internal bid team and recommendation as to whether to proceed to full market testing made to Director. (g) If recommendation to proceed to market testing approved, market testing team set up by local

	<p>management.</p> <p>(h) Relevant probity processes established by local management.</p> <p>(i) If determined necessary (i.e. to gauge size of market, identify options, etc.) Expression of Interest called.</p> <p>(j) Expressions of interest evaluated and short list prepared.</p> <p>(k) Request for Proposal/tender documents prepared by market testing team and reviewed. Review team to include evaluation committee and representation from relevant unions.</p> <p>(l) RFP/tender documents modified where appropriate by market testing team. evaluation</p> <p>(m) Evaluation model prepared by market testing team and reviewed. Review team to include committee and representation from relevant unions.</p> <p>(n) Evaluation model modified where appropriate by market testing team.</p> <p>(o) RFP/tender documents issued.</p>
Step 4	<p>(a) Evaluation conducted by evaluation committee using internal bid team improvements as a "benchmark".</p> <p>(b) Draft evaluation report disseminated to relevant unions by relevant Director, submission of comments requested with a minimum of two weeks to respond from date of dissemination of report.</p>
Step 5	<p>(a) Union submissions received and report finalised by evaluation committee and submitted to relevant Director.</p> <p>(b) Approval of evaluation report recommendations sought from Board by relevant Director.</p>
Step 6	<p>(a) Relevant unions and bidders advised by Relevant Director of decision of Board.</p> <p>(b) Staff advised and in-house bid team debriefed by local management.</p>

APPENDIX E

Glossary of Terms

Traffic Signals Group

a) RTA Officer (Traffic Signals) Grade 4

Initial appointment following completion of an apprenticeship with the Department, or on appointment to the Department.

Duties: Assist a more senior Technician as required.

Essential: Possession of A1 grade electrical mechanic's licence.

b) RTA Officer (Traffic Signals) Grade 5

The level at which a qualified and experienced trades person is expected to perform. At this grade, the technician would be capable of working independently, and taking responsibility for the work of a gang.

Duties (typical):

In charge of a gang/crew engaged on any of the following:

- Routine maintenance
- Emergency maintenance
- Accident repair
- Construction/Reconstruction

- Miscellaneous activities.

Member of a team engaged in development, maintenance or repair of traffic signal equipment.

Tasks might include:

- Supervision and control of other employees
- Assisting a trades person in a gang where more than one trades person is deployed
- Inspection checking and repair or replacement of traffic signal equipment
- Report writing
- Servicing of printed circuit assemblies, relay circuits, etc (discrete components and integrated circuits)
- Diagnosis of equipment faults with appropriate remedial action.

Essential: Possession of 'A' grade electrical mechanic's licence.

Desirable: Demonstrated knowledge of traffic control equipment - Level 1

c) RTA Officer (Traffic Signals) Grade 6

A level of technician who is experienced and technically proficient in all aspects of traffic control equipment. The technician would be expected to be capable of working independently, dealing with complex equipment problems at a level not normally expected of a grade 2 technician. Supervision of the work of other trades persons would be required.

Duties:

In charge of a gang where the size of a gang or complexity of work is such that appointment of a grade 2 technician is considered inappropriate.

Engaged in traffic systems work.

Leader of a group of technicians engaged in development, maintenance or repair of traffic signal equipment.

Typical tasks would include those listed of grade 2 level, and where additional complexity exists.

Essential: Possession of 'A' grade electrical mechanic's licence.

Desirable: Demonstrated knowledge of traffic control equipment - Level II.

d) Leading Technician

This level of technician is expected to be responsible for the repair, testing and preparation of traffic signal equipment and other electric/electronic equipment, as well as provide leadership for a group of traffic signal technicians engaged on such work.

Duties:

Provide technical advice and support to the Equipment Service Manager.

Guide and co-ordinated the work of a group of traffic signals technicians.

Monitor fault records of equipment to be repaired by the group so as to assist in identification of fault patterns.

Repair, overhaul, modify and test microprocessor based controllers and other complex electronic equipment.

Preparation and testing of controller personalities against design plans.

Liaison with Divisional TEO's on adaptive engineering matters.

Essential: Criteria will include possession of "A" grade electrical mechanic's licence and qualified in electronics to post trade level or higher.

Progression from 3rd year to thereafter is after three years at the 3rd year level and subject to satisfactory staff reports and attendance at prescribed seminars, workshops etc.

e) Supervising Technician

This level of technician is expected to provide leadership to a group of trades and non-trades staff, in assisting line management to fulfil specific objectives. The supervising technician provides the link between management and field staff, deputising for management where required. The supervising technician is expected to maintain a high degree of technical knowledge and to impart skills as necessary to other personnel, by formal or informal means. The supervising technician is accountable for the quality and quantity of work performed.

Duties (typical):

Supervise and direct the activities of traffic signal construction, reconstruction or maintenance in a specified area.

Maintain knowledge of current technology and development, maintenance and repair of traffic signal equipment.

Supervise the work of contractors as required.

Supervise and provide technical leadership to groups of technicians engaged in development, maintenance or repair of traffic signal equipment.

Acceptance testing and quality control duties.

Essential: Possession of 'A' grade electrical mechanic's licence.

Desirable: Qualified at Level II for promotion. Post-trade or certification level qualifications in areas relevant to the classification. Demonstrated knowledge of current technology and diagnostic / repair techniques for traffic control equipment

Progression from 3rd year to thereafter is after three years service at the 3rd year level and subject to satisfactory staff reports and attendance at prescribed seminars, workshops, etc.

f) General

Incremental progression to be subject to satisfactory service.

Duties of particular positions to be determined within the broad guidelines provided above and having regard to Job and Person Specifications.

Knowledge of traffic control equipment to be demonstrated by the satisfactory completion of an internal course of instruction. Subject to further discussion, it is envisaged that the following would be included:

Level I: General controller and equipment operation, basic SCATS and communication theory.

Level II: Advanced controller operation, detailed SCATS and communication theory.

All courses would include elements of traffic engineering principles, safety practice and industrial relations.

Officers who have previously passed parts 1, 2 and 3 will be regarded as possessing a demonstrated knowledge of traffic control equipment at Level II.

The requirement for a supervising technician to keep up-to-date would be satisfied by attendance at seminars, workshops, etc, for which supervising and grade 3 technicians would be eligible to nominate. Content would be determined having regard to current technology and developments generally.

Electronic Equipment Group

- a) No person, excepting one who has completed an apprenticeship involving training in electronics, or has reasonable practical experience in electronics, including electronics construction, maintenance and fault repair, and has completed or is currently undertaking the Post-Trades Electronics Course (1039) or equivalent, shall be appointed as an electronic equipment technician.
- b) Initial appointment will be at the salary level of electronic equipment technician grade c.
- c) Progression from grade c to d shall be dependent upon:-
 - (i) the successful completion of the Post-Trades Electronic Course (1039), or equivalent, and
 - (ii) 12 months satisfactory service on the rate for electronic equipment technician grade c.
- d) A staff member who is directed to lead other personnel in the Electronic Workshop shall be paid the rate for electronic equipment technician grade.

F. MARKS J.

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(697)

SERIAL C3779

VEHICLE INDUSTRY - REPAIR SERVICES AND RETAIL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 706 of 2005)

Before Mr Deputy President Sams

2 June 2005

REVIEWED AWARD

1. Delete subclause (iii), of clause 3, Casual Employment, of the award published 22 November 2002 (337 I.G. 65), and insert in lieu thereof the following:
 - (iii) For casual driveway attendants and casual console operators, refer to subclauses (3) and (4) of clause 6, Wage Rates.
2. Delete paragraph (a) (i), of clause 5, Payment of Wages, and insert in lieu thereof the following:
 - (i) All wages shall be paid weekly or with the agreement of the majority of the employees working under this Award fortnightly. Such wages shall be paid in cash, provided that with the authority in writing of the employee and subject to the provisions of Part 4 of the Industrial Relations (General) Regulation 2001, payment may be made either by cheque or by payment into a bank account specified in the authority; provided further that such authority may be withdrawn at any time by not less than seven days' notice in writing to the employer.
3. Delete paragraph (b) (i), of clause 11, Hours of Work, and insert in lieu thereof the following:
 - (i) The commencing times of any employee's daily hours once fixed in accordance with clause 12 or subclause (c) hereof may vary from day to day in the week but not by more than two hours. Provided that in the implementation of the above work cycles referred to in subclause (a) of this clause, 12 hours shall be the maximum number of ordinary hours per day, and further that any agreement pursuant to paragraph (i) of subclause (b) of clause 12 or employer decision pursuant to paragraph (ii) of subclause (b) of clause 12 which provides that ordinary hours of work may exceed 10 hours per day, shall have its terms and conditions ratified by The Industrial Relations Commission of New South Wales. This provision shall not operate so as to override any State transport legislation which limits the number of ordinary hours which may be worked on any day.
4. Delete paragraph (d) (iii), of clause 12, Implementation of 38 hour Week, and insert in lieu hereof the following:
 - (iii) In the absence of agreement either party may refer the matter to the Industrial Relations Commission of New South Wales or to the Vehicle Industry (State) Industrial Committee for resolution.
5. Delete paragraph (4) (a), of clause 24, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (a) For the purpose only of providing care and support for a person in accordance with subclause (1) of this clause, and despite the provisions of paragraph (iv) of subclause (a) of Clause 18, Overtime, the following provisions shall apply.
6. Delete clause 36, Time and Wages Record, and insert in lieu thereof the following:

36. Time and Wages Record

See Industrial Relations (General) Regulation 2001, Part 4, Pay Slips and Employers' Records.

7. Delete paragraph (2) (e), of clause 40, Traineeships, and insert in lieu thereof the following:
 - (e) Training Agreement means an instrument which establishes a Traineeship under the *Apprentice and Traineeship Act 2001*.
8. Delete paragraph (4) (d), of the said clause 40, and insert in lieu thereof the following:

- (d) A traineeship shall not be terminated before its conclusion, except in accordance with the *Apprentice and Traineeship Act 2001*.
9. Delete subparagraph (4) (g) (i), of the said clause 40, and insert in lieu thereof the following:
- (i) The Training Agreement may restrict the circumstances under which the Trainee may work overtime and shiftwork in order to ensure the training program is successfully completed.
10. Delete the reference "clause 7(a)" appearing in paragraph (5) (h), of the said clause 40, and insert in lieu thereof the following:
- paragraph (f)
11. Insert after subclause (c), of clause 44, Area, Incidence and Duration, the following new subclauses:
- (d) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) and take effect on 2 June 2005
- (e) 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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(718)

SERIAL C1391

**COMMUNITY COLLEGE PRINCIPALS (NEW SOUTH WALES)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 698 of 2005)

Before Mr Deputy President Sams

26 April 2005

REVIEWED AWARD

1. Delete subclause 20.3, of clause 20, Area, Incidence and Duration, of the award published 30 August 2002 (335 I.G.) and insert in lieu thereof the following:

- 20.3 This award shall apply to all principals, as defined, employed in the following Community Colleges, as defined in New South Wales:

ACE - North Coast Inc

Bankstown College Inc

Central Coast Community College

Eastern Suburbs Regional College

Hawkesbury Community College Inc

Hornsby Community College

Hunter Community College

Macarthur Community College

Macquarie Community College

Manly Warringah Community College Inc

Mosman Day and Evening Community College

Nepean Community College

Northwest Community College

The Parramatta College

Riverina Community College Inc

Southern Region Community College

St George & Sutherland Community College

Strathfield Regional Community College

Sydney Community College

Western College Inc

- 20.4 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 26 April 2005.
 - 20.5 This award remains in force until varied or rescinded, the period for which it was made already having expired.

NOTE: This part provides for two salary increases from 1 January 2002 and from 1 January 2003.

P. J. SAMS *D.P.*

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(1211)

SERIAL C3731

**TEACHERS (CATHOLIC EARLY CHILDHOOD SERVICE CENTRES
AND PRE-SCHOOLS) (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 700 of 2005)

Before Mr Deputy President Sams

26 April 2005

REVIEWED AWARD

1. Delete subparagraph 3.1 (c) (iii), of clause 3, Salaries, of the award published 30 August 2002 (335 I.G. 1351).
2. Delete subparagraph 3.1 (d) (ii), of the said clause 3.
3. Delete paragraph 3.1 (f), of the said clause 3.
4. Delete the words "as at 1 July 1997" appearing in paragraph 12.6 (b), of clause 12, Other Leave.
5. Delete subclause 25.5, of clause 25, Area, Incidence and Duration, and insert in lieu thereof the following:
 - 25.5 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 26 April 2005.
 - 25.6 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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(956)

SERIAL C3834**JOURNALISTS, etc. (AUSTRALIAN CONSUMERS ASSOCIATION LIMITED) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Media, Entertainment and Arts Alliance New South Wales, industrial organisation of employees.

(No. IRC 2063 of 2005)

Before Commissioner Connor

10 June 2005

VARIATION

1. Delete sub-clause (f) of clause 4, Minimum Rates of Pay and Classification of Employees of the award published 18 August 2000 (317 I.G. 1146 and insert in lieu thereof the following:
 - (f) The rates of pay in this award include the adjustments payable under the State Wage Cases of 2003 and 2004. These adjustments may be offset against:
 - (i) any equivalent over award payments, and/or
 - (ii) award wage increase since 29 May 1991 other than safety net, State Wage Case, and Minimum rates adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

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

- (a) Minimum weekly rates of pay, effective from the first pay period to commence on or after the variation of this Award.

Classification	Previous Column 1 per week \$	Previous Column 2 (+6%) per week \$	SNA 2003 \$	SNA 2004 \$	New Column 1 per week \$	New Column 2 (+6%) per week \$
Band One -						
Grade 1	523.00	554.40	17.00	19.00	559.00	592.54
Grade 2	584.30	634.20	17.00	19.00	620.30	657.52
Grade 3	685.90	727.05	17.00	19.00	721.90	765.21
Grade 4	731.80	775.70	17.00	19.00	767.80	813.87
Band Two -						
Grade 5	775.50	822.05	15.00	19.00	809.50	858.07
Grade 6	825.90	875.45	15.00	19.00	859.90	911.49
Grade 7	885.20	938.30	15.00	19.00	919.20	974.35
Band Three -						
Grade 8	913.40	968.20	15.00	19.00	947.40	1004.24
Grade 9	1034.80	1096.90	15.00	19.00	1068.80	1132.93
Trainee Year 1	391.80	415.30	15.00	19.00	425.80	451.35
Trainee Year 2	482.30	511.25	15.00	19.00	516.30	547.28

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Previous amount \$	New amount \$
1	5(c)(iv)	Spectacles - cost of frames - maximum	93.00	95.33
2	5(c)(v)	Cost of spectacles - (difference) - maximum	99.90	102.40

3	14(c)	Meal Allowance	10.80	11.53
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3. This variation shall take effect from the beginning of the first pay period to commence on or after 10 June 2005.

P. J. CONNOR, Commissioner.

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(005)

SERIAL C3814

AERATED WATERS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3181 of 2005)

Before Commissioner Tabbaa

01 July 2005

VARIATION

1. Delete clause 6, State Wage Case Adjustments, of the award published 22 February 2002 (331 I.G. 498) and insert in lieu thereof the following:

The rates of pay in this award include the adjustments payable under the State Wage Case 2005. These adjustments may be offset against:

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

PART B**MONETARY RATES****Table 1 - Wages**

No.	Classification For establishments with a flow rate of 7000 litres per hour or more	Wage Total \$
1	Syrup maker whose syrup room operations are computerised	524.30
2	Cordial and/or syrup maker using recipes or formulae	515.80
3	Pre-mixer filler operator	505.10
4	Employees who, under the direction of the employer or manager or foreman, are in charge of the running adjustment or running maintenance of automatic carbonating and/or fruit juice or aerated waters machinery or plant and/or syrup filler operator	491.90
5	Assistant syrup maker	491.90
6	Employee engaged on routine in-line testing	491.90
7	Employee operating labelling palletising or de-palletising, case packing or unpacking or carton packing machines	490.30
8	Storeman (as defined)	484.40
9	Employees engaged in bottling or canning line operations including operating bottle washer, removing empty bottles from cases or placing empty bottles on conveyors, sight inspecting, filling cases with full bottles, and stacking cases on pallets, fruit juice extracting cordial and/or syrup room (other than in Classification No. 1, 2 and 5), loader on or off motor trucks, cleaner, storeman and warehouse employee, store assistant (as defined), plastic blow moulding machines operator and/or employee attending, feeding or operating shrink wrap machine.	484.40
10	Case, crate, box and/or pallet repairer	484.40
11	Fork lift driver with lifting capacity of: (a) up to and including 5000 kg (b) Over 5000 kg and/or including twin forklift	503.90 515.30
12	All other adult employees	484.40
13	Trainee - first four weeks of service	484.40
	Motor wagon drivers - The rate of wages prescribed by the Transport Industry (State) Award, as varied from time to time, shall be applicable to employees classified as motor wagon drivers.	
	For establishments with a flow rate of less than 7000 litres per hour	\$
14	Grade 1B Soft drink industry employee	484.40

15	Grade 2B Soft drink industry employee	501.10
16	Grade 3B Soft drink industry employee	529.60
17	Grade 4B Soft drink industry employee	544.50

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	4(iii)	Employees handling caustic soda	0.66 per hour extra
2	4(iv)	Employees working in a cold room	0.56 per hour extra
3	4(v)	Leading Hands - 3 to 10 employees more than 10 employees	18.90 per week extra 30.20 per week extra
4	4(vi)	First-aid Attendant	2.26 per day

3. This variation shall take effect on the first full pay period to commence on or after 6 August 2005.

I. TABBAA, Commissioner.

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(168)

SERIAL C3812

FOOTWEAR MANUFACTURING INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3279 of 2005)

Before Commissioner Tabbaa

4 July 2005

VARIATION

1. Delete subclause 8.2 of clause 8, Rates of Pay, of the award published 22 February 2002 (331 I.G. 606) as varied and insert in lieu thereof the following:
- 8.2 The rates of pay in this award include the adjustments payable under the State Wage Case 2005. 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 adjustments and minimum rates adjustments.
2. Delete Part B - Monetary Rates and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Wages**

The following rates of pay are payable from the beginning of the first pay period to commence or of after 7th September 2005.

Adult Rates of Pay - clause 8

Classification Skill Level	Minimum Weekly Award Wage Rate \$
Trainee	484.40
1	501.10
2	523.60
3	544.50
4	578.20
5#	619.90

* The weekly award wage rate for ordinary hours combines the base rate, supplementary payment and arbitrated safety net adjustments and State Wage Case decisions awarded since the May 1991 Review of Wage fixing Principles.

Wage Band

Junior Rates of Pay - Clause 15

	Percentage of Skill level 1 Skill Level 1 = \$501.10 %	Minimum Weekly Award Rate \$
Under 16 years of age	44%	220.50
16 years and under 17 years	55%	275.60
17 years and under 18 years	66%	330.70
18 years and under 19 years	77%	385.85
19 years and under 20 years	86%	430.95
20 years and under 21 years	94%	471.05

At 21 years of age	Appropriate Adult Rate
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Apprentice Rates of Pay - 4 Year Term - clause 12

Experience Four Year Term	% of Skill Level 3 (Skill Level 3 = \$544.50)	Minimum Weekly Award Rate \$
1st year		
1st six months	47%	255.90
2nd six months	55%	299.50
2nd year		
1st six months	60%	326.70
2nd six months	65%	353.90
3rd year		
1st six months	75%	408.35
2nd six months	80%	435.60
4th year		
1st six months	90%	490.05
2nd six months	95%	517.25

Apprentice Rates of Pay - 3 Year Term - Clause 12

Experience Three Year Term	% of Skill Level 3 (Skill Level 3 = \$544.50)	Minimum Weekly Award Rate \$
1st year		
1st six months	60%	326.70
2nd six months	65%	353.90
2nd year		
1st six months	75%	408.35
2nd six months	80%	435.60
3rd year		
1st six months	90%	490.05
2nd six months	95%	517.25

Table 2 - Other Rates and Allowances

The allowances in this table shall be payable from the beginning of the first pay period to commence on or after 7 September 2005.

No.	Clause No.	Brief Description	Amount \$
1	10	Leading Hands - 3 to 10	21.40per week
2		11 to 20	32.80per week
3		21 or more	41.20per week

4	24.4	Meal allowance	8.30
5	26.6.2	Change of shift without 2 days' notice	15.80
6	43.1	First-aid Attendants - 1-50 employees 51 employees or more	9.70per week 12.20per week

3. This variation shall take effect from the first full pay period commencing on or after 7th September 2005.

I. TABBAA, Commissioner.

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(300)

SERIAL C3737

**TRANSPORT INDUSTRY - CONCRETE HAULAGE CONTRACT
DETERMINATION**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Boral Resources (NSW) Pty Limited.

(No. IRC 424 of 2005)

Before Commissioner Connor

8 April 2005

VARIATION

1. Delete clause 30 Exemption, of the Contract Determination published 30 November 1990 (260 I.G. 608) and insert in lieu thereof the following:

30. Exemption

The principal contractor, Boral Resources (NSW) Pty Limited, (Boral), and carriers engaged by Boral, are exempted from any and all provisions of this Contract Determination, as varied from time to time, for a period of three years from 8 April 2005. Boral and carriers engaged by Boral are covered by the Boral Resources (NSW) Pty Limited Sydney Metropolitan Concrete Contract Determination.

2. This variation shall take effect from the beginning of the first pay period to commence on or after 8 April 2005.

P. J. CONNOR, Commissioner.

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(090)

SERIAL C3820

CATERERS EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1923 of 2005)

Before The Honourable Mr Justice Staff

27 June 2005

VARIATION

1. Delete Clause 26, Redundancy of the award published 13 July 2001 (326 I.G. 78), as varied and insert in lieu thereof the following:

26. Redundancy and Technological Change

26.1 Application

- 26.1.1 This Clause shall apply in respect to full time and part time persons employed in the classifications specified by Clause 3, Classification Structure.
- 26.1.2 In respect to employers who employ 15 or more employees immediately prior to the termination of employment of employees, in the terms of Clause 26.5.
- 26.1.3 Notwithstanding anything contained elsewhere in this Clause, this Clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- 26.1.4 Notwithstanding anything contained elsewhere in this Clause, this Clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks, or where employment is terminated due to the ordinary and customary turnover of labour.

26.2 Introduction of Change - Employer's Duty to Notify

- 26.2.1 Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the Union to which they belong.
- 26.2.2 "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 this award makes provision for alteration, it shall be deemed not to have significant effect.

26.3 Employer's Duty to Discuss Change

- 26.3.1 The employer shall discuss with the employees affected and the Union to which they belong, inter alia, the introduction of the changes referred to in subclause 26.1 above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.
- 26.3.2 The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause 26.2 of this Clause.
- 26.3.3 For the purpose of such discussions, the employer shall provide to the employees concerned and the Union to which they belong all relevant information about the changes,

including the nature of the changes proposed, the expected effects of the changes on 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.

26.4 Redundancy - Discussions Before Terminations

26.4.1 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 anyone pursuant to subclause 26.2.1, 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.

26.4.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subclause 26.4.1 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.

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

26.5 Termination of Employment - 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, program, organisation or structure, in accordance with subclause 26.2.1.

26.5.1 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 one 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

26.5.2 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.

26.5.3 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.

26.6 Notice for Technological Change

This subclause sets out the notice provisions to be applied to termination by the employer for reasons arising from technology in accordance with subclause 26.2.1 of this award:

26.6.1 In order to terminate the employment of an employee, the employer shall give to the employee three months' notice of termination.

26.6.2 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment shall be terminated by part of the period of notice specified and part payment in lieu thereof.

26.6.3 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.

26.7 Time Off During the Notice Period

26.7.1 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 purpose of seeking other employment.

26.7.2 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.

26.8 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 to which the employee would have been entitled had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

26.9 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.

26.10 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.

26.11 Centrelink Employment Separation Certificate

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

26.12 Transfer To Lower-Paid Duties

Where an employee is transferred to lower-paid duties for reasons set out in subclause 26.2, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rates for the number of weeks of notice still owing.

26.13 Severance Pay

- 26.13.1 Where an employee is to be terminated pursuant to subclause 26.5, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the employee the following severance pay in respect of a continuous period of service.

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

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

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

- 26.13.3 "Week's pay" means - the all-purpose rate for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances paid pursuant to this award.

26.14 Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 26.13 above.

The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect of paying the amount of severance pay in subclause 26.13 of this Clause will have on the employer.

26.15 Alternative Employment

Subject to an application by the employer and further order of the Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 26.13 above if the employer obtains acceptable alternative employment for an employee.

2. This variation shall commence from the first full pay period on or after 27 June 2005.

C. G. Staff J.

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(4008)

SERIAL C3844

NEWCASTLE CITY COUNCIL EMPLOYEES' AWARD 2003

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Newcastle City Council.

(No. IRC 2751 of 2005)

Commissioner Stanton

9 June 2005

VARIATION

1. Insert a new subclause 4.8 in clause 4, Salary System of the award published 13 February 2004 (343 I.G. 228).

4.8 Superannuation Fund Contributions

Subject to the provision of the *Industrial Relations Act 1996*, the Council will make superannuation contributions to the Local Government Superannuation Scheme.

2. This variation shall take effect on and from 9 June 2005 and shall remain in force until 30 November 2005.

J. STANTON, Commissioner.

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SERIAL C3687

**ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL
RELATIONS COMMISSION**

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

EA05/218 - Esselte Enterprise Agreement 2005

Made Between: Esselte Australia Pty Ltd -&- the National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA04/200.

Approval and Commencement Date: Approved 9 August 2005 and commenced 1 April 2005.

Description of Employees: The agreement applies to all employees employed by Esselte Australia Pty Ltd, located at 1, 82 Waterloo Road, Macquarie Park NSW 2113, working in occupations associated with warehouse operations at the Esselte Australia warehouse at 395, Pembroke Road, Minto, who fall within the coverage of the Storemen and Packers General (State) Award.

Nominal Term: 12 Months.

EA05/219 - Tricom Engineering Enterprise Agreement 2004-2005

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

New/Variation: New.

Approval and Commencement Date: Approved 3 August 2005 and commenced 1 April 2005.

Description of Employees: The agreement applies to all employees employed by Tricom Engineering Pty Ltd, located at Unit 11, 143-155 Bonds Road, Riverwood NSW 2210, who are engaged upon construction work within the County of Cumberland, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 19 Months.

EA05/220 - Barrie Toepfer Group Agreement 2004-2006

Made Between: Barrie Toepfer Earthmoving and Land Management Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 9 August 2005.

Description of Employees: The agreement applies to all employees employed by Barrie Toepfer Earthmoving and Land Mgt Pty Ltd, located at 10 Toepfers Road, Wyee NSW 2259, who are engaged to

perform tree clearing and associated duties for the NSW Distribution and Transmission Industry, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 24 Months.

EA05/221 - Connex Sydney Monorail Agreement 2005-2008

Made Between: Connex Sydney Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch, The Australian Workers' Union, New South Wales .

New/Variation: New.

Approval and Commencement Date: Approved and commenced 3 August 2005.

Description of Employees: The agreement applies to all employees employed by Connex Sydney, located at Level 6, 234, Sussex Street, Sydney NSW 2000, engaged in maintenance of the Sydney Monorail, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award, and the Metal, Engineering and Associated Industries (State) Award.

Nominal Term: 36 Months.

EA05/222 - Worthwhile Recruiting Pty Ltd Enterprise Agreement 2005-2006

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

New/Variation: New.

Approval and Commencement Date: Approved 3 August 2005 and commenced 12 April 2005.

Description of Employees: The agreement applies to all employees employed by Worthwhile Recruiting Pty Ltd, in the State of NSW , whether members of the Union or not, engaged in any of the occupations, industries or callings, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 12 Months.

EA05/223 - Pebe Pty Ltd (Site) Enterprise Agreement

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

New/Variation: New.

Approval and Commencement Date: Approved and commenced 3 August 2005.

Description of Employees: The agreement applies to all employees employed by M A Warner Pty Ltd, located at 23, Broadway Circuit, Carlingford NSW 2118, engaged in on-site installation and fixing of

signalling equipment in the state of NSW, members of the Electrical Trades Union of Australia, NSW Branch, who fall within the coverage of the Railways Traffic, Permanent Way Signalling Wages Staff Award 2002.

Nominal Term: 20 Months.

EA05/224 - Geoffrey Stewart Constructions Pty Ltd, Australian Workers Union/Enterprise Agreement 2005

Made Between: Geoffrey Stewart Constructions Pty Ltd -&- The Australian Workers' Union, New South Wales .

New/Variation: Replaces EA02/234.

Approval and Commencement Date: Approved and commenced 3 August 2005.

Description of Employees: The agreement applies to all employees employed by Geoffrey Stewart Constructions Pty Ltd, who fall within the coverage of the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award; Metal, Engineering and Associated Industries (State) Award; Plant, &c., Operators on Construction (State) Award; Quarrying Industry (State) Award, and the Transport Industry - Waste Collection and Recycling (State) Award.

Nominal Term: 36 Months.

EA05/225 - Kingston Waste Management/Transport Workers' Union of Australia (NSW Branch) Heads of Agreement 2005

Made Between: Kingston Waste Management -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 19 July 2005.

Description of Employees: The agreement applies to all employees employed by Kingston Waste Management, (on behalf of Sita Environmental Services) located at 79-83 Falconer Street, West Ryde, NSW 1685, in the sections of the Elizabeth Drive Landfill Operations (Kemps Creek), who fall within the coverage of the Transport Industry Waste Collection and Recycling (State) Award.

Nominal Term: 17 Months.

EA05/226 - SCE AWU (NSW) Enterprise Agreement 2005

Made Between: Hunter Bulk Materials Pty Limited t/as SCE Mining Services -&- The Australian Workers' Union, New South Wales .

New/Variation: New.

Approval and Commencement Date: Approved and commenced 21 July 2005.

Description of Employees: The agreement applies to all employees employed by Hunter Bulk Materials Pty

Ltd t/as SCE Mining Services, employed to carry out any work of the Company's with respect to or incidental to any civil engineering, excavation or works on civil projects, including such works on mining leases, within NSW and outside the Sydney Metropolitan area, who fall within the coverage of the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award.

Nominal Term: 36 Months.

EA05/227 - Recruitment MG - TWU Enterprise Agreement

Made Between: Recruitment MG Pty Ltd -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 15 July 2005.

Description of Employees: The agreement applies to all employees employed by Recruitment MG Pty Ltd, who fall within the coverage of the following awards: Milk Treatment, &c. and Distribution (State) Award; Transport Industry (State) Award; Transport Industry - Mixed Enterprises Interim (State) Award; Motor Bus Drivers and Conductors (State) Award; Transport Industry - Quarried Materials (State) Award; Transport Industry - Retail (State) Award 1999; Transport Industry - Tourist and Service Coach Drivers (State) Award; Transport Industry - Trade Waste (State) Award; Transport Industry - Waste Collection and Recycling (State) Award; Transport Workers (Airlines) Award 1998; Transport Workers' (Oil Companies) Award 1998, Transport Workers (Oil Agents and Contractors) 1981; Transport Workers (Caterair Airport Services) Award 1999; Transport Workers (Steel Aviation Services Pty Limited) Award 1993.

Nominal Term: 36 Months.

EA05/228 - Wollongong City Council Enterprise Agreement 2005-2008

Made Between: Wollongong City Council -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Development and Environmental Professionals' Association, The Local Government Engineers' Association of New South Wales.

New/Variation: Replaces EA04/307.

Approval and Commencement Date: Approved 14 July 2005 and commenced 1 July 2005.

Description of Employees: The agreement applies to all employees employed by Wollongong City Council, located at 41, Burelli Street, Wollongong.

Nominal Term: 36 Months.

EA05/229 - Technicolor Enterprise Agreement 2005

Made Between: Technicolor Pty Ltd, The Recorded Media Industry Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 8 July 2005.

Description of Employees: The agreement applies to all employees employed by Technicolor Pty Ltd, located at 134, Euston Road, Alexandria, NSW 2015, who fall within the coverage of the Recorded Music and Visual Entertainment Reproduction (State) Award. (Employees not covered by the agreement are

employed to perform clerical and managerial duties).

Nominal Term: 36 Months.

EA05/230 - Barclay Mowlem (Rail NSW) and Australian Workers Union Enterprise Agreement 2004-2006

Made Between: Barclay Mowlem Construction Limited -&- The Australian Workers' Union, New South Wales .

New/Variation: Replaces EA02/345.

Approval and Commencement Date: Approved 8 February 2005 and commenced 1 July 2004.

Description of Employees: The agreement applies to all employees employed by Barclay Mowlem Construction Limited Rail Group in NSW, who fall within the coverage of the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award.

Nominal Term: 24 Months.

EA05/231 - Shoalhaven City Council (Electricians) Enterprise Agreement 2004

Made Between: Shoalhaven City Council -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved 21 July 2005 and commenced 27 July 2005.

Description of Employees: The agreement applies to all employees employed by Shoalhaven City Council, with the exception of persons who are designated as "senior staff" pursuant to section 332 of the Local Government Act 1993, who fall within the coverage of the Local Government (Electricians) State Award.

Nominal Term: 29 Months.