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NEW SOUTH WALES
INDUSTRIAL GAZETTE

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NEW SOUTH WALES

INDUSTRIAL GAZETTE

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INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

INDUSTRIAL REGISTRAR

Mr M. GRIMSON

ACTING DEPUTY INDUSTRIAL REGISTRAR

Ms M. ANASTASI

(4200)

SERIAL C6487

AGRICULTURAL, PASTORAL OR HORTICULTURAL SOCIETY'S SHOW (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(No. IRC 120 of 2008)

Before Commissioner Cambridge

11 February and 12 March 2008

VARIATION

1. Delete clause 2, Rates of Pay of the award published 17 October 2000 (319 I.G. 838) and insert in lieu thereof the following:

2. Rates of Pay

- (i) The hourly rates of pay shall be as follows:

1. Employees 21 years of age and over - 140 per cent of the rate prescribed in Item 1, of Table 1, Wages, of Part B Monetary Rates, of the Shop Employees' (State) Award as per Commissioner Cambridge's decision of 26 July 2007, as varied, provided that until further variation the twenty dollar safety net adjustment rate shall be \$815.92 (2007 \$20 safety net adjustment rate: \$21.47).
2. Employers 20 years of age - 90 per cent of the twenty dollar safety net adjustment rate prescribed in paragraph (a) hereof. Employees 21 years of age and over - 140 per cent of the rate prescribed in Item 1 of Table 1 - Wages, of Part B, Monetary Rates, of the Shop Employees (State) Award as per Commissioner Cambridge's decision of 26 July 2007, as varied, provided that until further variation the twenty dollar safety net adjustment rate shall be \$734.33 (2007 \$20 safety net adjustment rate: \$19.32).
3. Employees 18 and 19 years of age - 80 per cent of the twenty dollar safety net adjustment rate prescribed in paragraph (a) hereof. Employees 21 years of age and over - 140 per cent of the rate prescribed in Item 1 of Table 1 - Wages, of Part B, Monetary Rates, of the Shop Employees (State) Award as per Commissioner Cambridge's decision of 26 July 2006, as varied, provided that until further variation the twenty dollar safety net adjustment rate shall be \$652.74 (2007 \$20 safety net adjustment rate: \$17.18).
4. Employees 17 years and under - 60 per cent of the twenty dollar safety net adjustment rate prescribed in paragraph (a) hereof. Employees 21 years of age and over - 140 per cent of the rate prescribed in Item 1 of Table 1 - Wages, of Part B, Monetary Rates, of the Shop Employees (State) Award as per Commissioner Cambridge's decision of 26 July 2006, as varied, provided that until further variation the twenty dollar safety net adjustment rate shall be \$489.55 (2007 \$20 safety net adjustment rate: \$12.88).

- (ii) The rates of pay prescribed in subclause (i) of this clause are loaded to compensate the employees for all such incidents of the employment and are payable for work done at any hour of the day. Such rates are also loaded to include an amount for annual holidays as provided for by the annual *Holidays Act*, 1944.

2. Delete clause 5, Meal Allowance and insert in lieu thereof the following:

5. Meal Allowance

A meal allowance shall be paid to each employee who works more than nine hours, finishing after 6.00pm.

The amount of such meal allowance shall be that prescribed by Item 3 of Table 2 - Other Rates and Allowances, Part B, Monetary Rates, of the Shop Employees (State) Award (2008 rate: \$11.60).

3. Delete clause 12, Commitment to Absorption and insert in lieu thereof the following:

12. Commitment to Absorption

The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:

- (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
4. This variation will apply from the first full pay period to commence on or after 22 February 2008.

I. W. CAMBRIDGE, Commissioner

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(009)

SERIAL C6501

**AMBULANCE SERVICE OF NEW SOUTH WALES
SUPERINTENDENTS/OPERATIONAL MANAGERS INTERIM
(STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by Health Services Union, Industrial Organisation of Employees.

(Nos. IRC 2064 of 2006 and 1123 of 2007)

Before The Honourable Justice Walton, Vice-President
Mr Deputy President Grayson
The Honourable Mr Justice Staff

5 October 2007

VARIATION

1. Delete Table 1, Wages of Part B Monetary Rates, of the award published 31 March 2006 (358 I.G. 668), and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Classification Structure

Classification	Rate from 1.7.2007	Interim Rate from the first pay period commencing on/after 25.09.07 for a period of 12 months
	4% \$	4% \$
Level 1		
From	68,513	71,254
To	71,775	74,646
Level 2		
From	70,142	72,948
To	83,194	86,522
Level 3		
From	81,562	84,824
To	92,981	96,700
Level 4		
From	91,348	95,002
To	109,294	113,666
Level 5		
From	107,662	111,968
To	120,714	125,543

NB. The 4% increase of 25 September 2007 does not apply to Superintendents/Operational Managers working in Operations Centres.

2. This variation shall take effect from the first full pay period to commence on or after 25 September 2007 and operate for a period of 12 months.

M. J. WALTON *J. Vice-President.*
J. P. GRAYSON *D.P.*
C. G. Staff *J.*

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AMBULANCE SERVICE OF NSW DEATH AND DISABILITY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 3471 of 2006)

Before Mr Deputy President Grayson

29 February 2008

AWARD

PART A

INTRODUCTION, INTENTIONS AND COMMITMENTS, INDEX AND DEFINITIONS

1. Introduction, Intentions and Commitments

- 1.1 This Award shall be known as the Ambulance Service of NSW Death and Disability (State) Award.
- 1.2 The intentions and commitments of this Award are to:
- 1.2.1 Provide benefits on cessation of employment in the event that an on duty or off duty injury results in the death or total and permanent disablement or partial and permanent disability of an officer.
- 1.2.2 Provide rehabilitation and retraining in the event that an on duty or off duty injury results in an officer suffering partial and permanent disability.
- 1.2.3 Agreed health and wellness program for officers.
- 1.3 This Award shall be in four parts as follows:
- Part A - Introduction, Intentions and Commitments, Index and Definitions.
- Part B - Arrangements for officers entitled to the death and disability benefits prescribed by this Award.
- Part C - Health and Wellness
- Part D - Grievance Mechanism, Anti-Discrimination, Leave Reserved and Area, Incidence, Duration and Parties Bound

2. Index

Clause No.	Subject Matter
1.	Introduction, Intentions and Commitments
2.	Index
3.	Definitions
4.	Coverage
5.	Contributions by Officers
6.	Other Benefits Applicable to Officers
7.	Officers - Lump Sum Payments for "On Duty" Death and Total and Permanent Disability

8. Officers - Lump Sum Payments for "Off Duty" Death and Total and Permanent Disability
9. Rehabilitation, Retraining and Lump Sum Payments for Officers who suffer Partial and Permanent Disability
10. Insurance and Assessment of Entitlement to Benefits
11. Health and Wellness Program
12. Grievance Mechanism
13. Anti-Discrimination
14. Award Review
15. Leave Reserved and No Extra Claims
16. Area, Incidence, Duration and Parties Bound

Annexure A - Benefits for On Duty Death and Total and Permanent Disability

Annexure B - On-Duty Partial and Permanent Disability Benefits Payment Scale

Annexure C - Components of Salary - Operational Ambulance Officers and Superintendents and Operational Managers

3. Definitions

"actuary" means an actuary appointed by the Ambulance Service.

"the Service" means the Ambulance Service of NSW, a Division of the NSW Health Service, as established by the *Health Services Act 1997*.

"estate" of a person means the property and affairs of the person.

"a superannuation scheme" means the First State Super superannuation scheme that provides on duty additional coverage for death, total and permanent disability, and partial and permanent disability. This also means the separate scheme that provides for off duty injury coverage for death, total and permanent disability, and partial and permanent disability.

"off duty injury" means any personal injury or disease which is not an on duty injury.

"officer" means an employee in a classification for which it is an essential requirement that they possess, or undertake the Diploma in Paramedical Science (or an equivalent, or its predecessor qualification) this is confined to classifications under Clause 5 Classifications of the Operational Ambulance Officers (State) Award and Clause 4 Definitions of the Ambulance Service of New South Wales Superintendent/Operational Managers (State) Award. For the purpose of this award, Ambulance Service positions designated as Patient Transport Officer Manager and Hospital Liaison Officer are included in the definition of officer at the operative date of this Award.

"on duty injury" means an injury arising out of or in the course of employment (including a disease which is contracted by an officer in the course of their employment) in such circumstances as would, if the officer were a worker within the meaning of the *Workers Compensation Act 1987*, entitle the officer to compensation under the terms and provisions of the Act.

"partial and permanent disability" means the officer's cessation of employment was substantially due, to the permanent physical or mental disability of the officer (not caused by any act or default of the officer intended to produce an injury leading to that disability) and the officer is, when the officer ceases to be employed by the Service, permanently unable, by reason of that disability, to perform the duties of the position for which the officer was substantively employed

"salary" means for officers covered by the Operational Ambulance Officers (State) Award the base salary prescribed by that award (including allowances regarded as part of salary for the purposes of that award) plus 20% for employees under the Operational Ambulance Officers (State) Award and salary plus 3% for employees under the Ambulance Service of New South Wales Superintendent/Operational Managers (State) Award. The award components that make up "salary" are contained in the schedule at Annexure C. In the case of officers employed on a full time basis, lump sum benefits payable under this Award utilising a salary component shall utilise the salary as defined above. In the case of officers who have worked a period of their service on a permanent part-time basis, the benefits will be calculated by applying the relevant part time ratio to the prescribed benefit. This ratio shall be calculated by dividing the officer's actual service by the full time equivalent service covered. The period of service taken into account is from 10 November 2006 or the date employment commenced, whichever is the later.

"State Authorities Superannuation Scheme" ("SASS") means the superannuation scheme established under the *State Authorities Superannuation Act 1987*.

"State Authorities Non-contributory Superannuation Scheme" ("SANCS") means the superannuation scheme established under the *State Authorities Non-contributory Superannuation Act 1987*.

"State Superannuation Scheme" ("SSS") means the superannuation scheme established under the *Superannuation Act 1916*.

"suitable employment" means the same as the definition in Section 43A of the *Workers Compensation Act 1987*.

"total and permanent disability" means:

(a) An officer suffers the loss of:

the use of two limbs, or

the sight of both eyes, or

the use of one limb and the sight of one eye where limb is defined as the whole hand or the whole foot: or

(b) An officer working 15 hours each week or more

The officer having been absent from his/her occupation with the employer through injury or illness for six consecutive months and becoming incapacitated to such an extent as to render the officer unlikely to ever engage in any gainful profession, trade or occupation for which the officer is reasonably qualified by reason of education, training or experience.

(c) An officer working less than 15 hours each week

The officer, because of injury or illness becomes permanently unable to perform the basic activities normally undertaken as part of everyday life as evidenced by the officer being unable to undertake any two of the activities listed below:

(i) Bathing - to shower or bathe

(ii) Dressing - to dress or undress

(iii) Toileting - to use the toilet including getting on or off

(iv) Feeding - to eat and drink

(v) Mobility - to get in or out of his/her wheelchair

(vi) Continence - to control bladder and bowel function

If the officer can perform the activity on his/her own by using special equipment the officer is not to be considered unable to perform the activity.

"Union" means the Health Services Union.

PART B

ARRANGEMENTS FOR OFFICERS ENTITLED TO THE DEATH AND DISABILITY BENEFITS PRESCRIBED BY THIS AWARD

4. Coverage

- 4.1 This Award applies to all officers with the following exceptions:
- 4.1.1 Members of the State Superannuation Scheme; and
 - 4.1.2 To the extent identified in subclause 4.2, members of SASS who have Additional Benefit Cover and who do not elect to be covered for the Death and Total and Permanent Disability benefits under this Award.
- 4.2 Officers who are members of SASS who have additional benefit cover and who do not elect to be covered for the Death and Total and Permanent Incapacity benefits under this Award will not be entitled to the benefits of this Award in relation to Death and Total and Permanent Incapacity. However, such officers will still be entitled to benefits covered by this Award with respect to Partial and Permanent Disability.
- 4.3 Subject only to subclause 4.1, this Award applies to all officers employed on or after the operative date of this award. Officers must have been at work on or after that date performing normal duties for a continuous period of not less than 30 days to be eligible for benefits payable under this award in respect of pre-existing injuries or diseases.

Transitional Arrangements

These arrangements also apply to officers at work at the operative date of this award who are participating in a Return to Work Program or who return to work after that date and participate in a Return to Work Program.

5. Contributions By Officers

- 5.1 Officers who are eligible for coverage under this Award, subject to subclauses 5.2, 5.3, 5.4, 5.5 and clause 14, shall contribute 1.8 percent of their salary to the Service.
- 5.2 Officers who are contributors to SASS but who do not contribute to SASS for Additional Benefit Cover shall contribute 1.8 percent of their salary to the Service.
- 5.3 Officers who are contributors to SASS and who contribute for Additional Benefit Cover and who elect to relinquish that cover shall contribute 1.8 percent of their salary to the Service.
- 5.4 Officers who:
- 5.4.1 are contributors to SASS; and
 - 5.4.2 contribute to SASS for Additional Benefit Cover; and
 - 5.4.3 elect not to relinquish that additional benefit cover;

will contribute 0.88% of their salary to the Service and will be entitled to receive the benefits prescribed by this award in relation to partial and permanent disability. The only benefits

prescribed by this award to which the officer shall be entitled are the benefits applicable in relation to partial and permanent disability.

- 5.5 The contributions prescribed by this Award in relation to officers who are contributors to SASS are additional to the contributions that they are required to make under the *State Authorities Superannuation Act 1987*.
- 5.6 Notwithstanding the provisions of the Operational Ambulance Officers (State) Award or the Ambulance Service of New South Wales Superintendent/Operational Managers (State) Award, an officer who is required or elects to make contributions pursuant to this clause will do so by sacrificing an amount of unearned salary equivalent to the officer's contribution, unless they elect to contribute in a different manner. Such salary sacrifice shall not be taken into account for the purpose of calculating the remuneration that the officer would have received in the event that no salary sacrifice had been applicable. This contribution is not an eligible benefit for salary packaging purposes.
- 5.7 The provisions of this subclause are subject to the *State Authorities Superannuation Act 1987* or Regulations being amended so as to permit officers who are contributors to SASS and who contribute for Additional Benefit Cover to elect, on a "once only" basis, whether they wish to retain or relinquish that additional benefit cover. An officer who is a contributor to SASS and who contributes for Additional Benefit Cover shall make an election as provided for by this clause in the time frame specified by the Amendments to the Act or Regulations.
- 5.8 In the event that an officer dies or employment ceases due to illness or injury prior to having had an opportunity to make an election pursuant to this subclause he/she shall be entitled to be paid the benefits pursuant to this award less any benefit payable under the Additional Benefit Cover from SASS.
- 5.9 An officer on any form of leave without pay shall continue to be covered by this Award and shall be required to make the contributions that he/she would otherwise have made had he/she not been on leave without pay.
- 5.10 Contributions of permanent part time officers will be based on their part time salary as defined by this Award.

6. Other Benefits Applicable to Officers

The benefits conferred upon officers by this Award shall be in addition to any superannuation benefits that may be payable to officers and any payments under the *Workers Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998* as varied from time to time.

7. Officers - Lump Sum Payments for "on Duty" Death and Total and Permanent Disability

- 7.1 Officers who contribute for death and total and permanent disability coverage under clause 4 shall be entitled to a lump sum payment in accordance with Schedule A to this Award in the event that an on duty injury results in an officer's death or an officer suffering total and permanent disability. In the case of officers who have worked a period of their service on a permanent part-time basis, the benefits will be calculated by applying the relevant part time ratio to the prescribed benefit. This ratio shall be calculated by dividing the officer's actual service by the full time equivalent service. The period of service taken into account is from 10 November 2006 or the date employment commenced, whichever is the later.
- 7.2 Entitlements under subclause 7.1 in the event of an officer's death will be paid in accordance with the scheme's trust deed.
- 7.3 For the purposes of this clause, an officer's age shall be his/her age at the time of disablement.

8. Officers - Lump Sum Payments for "Off Duty" Death and Total and Permanent Disability

- 8.1 Officers who contribute for death and total and permanent disability coverage under clause 4 shall be entitled to a lump sum payment in accordance with the scale set out in subclause 8.3 in the event that an

off duty injury results in their death or total and permanent disability. Any such lump sum payment will be at the rate effective at the date of disablement.

- 8.2 For the purposes of this clause, an officer's age shall be his/her age at the time of his/her death or at the date of disablement or at such earlier date as may be determined by the parties in accordance with subclause 12.1.
- 8.3 Entitlements under subclause 8.1 in the event of an officer's death will be paid in accordance with the scheme's trust deed.

Age	Lump Sum (Effective 25/9/07) \$
Less than 61 year of age	270,400
At age 61 to less than 62 years of age	216,320
At age 62 to less than 63 years of age	162,240
At age 63 to less than 64 years of age	108,160
At age 64 to less than 65 years of age	54,080

- 8.4 The Lump Sum amounts prescribed by subclause 8.3 shall be increased in accordance with general increases in salaries prescribed by the Operational Ambulance Officers (State) Award or the Ambulance Service of New South Wales Superintendent/Operational Managers (State) Award.

9. Rehabilitation, Retraining and Lump Sum Payments for Officers Who Suffer Partial and Permanent Disability

- 9.1 The lump sum payments prescribed by this clause are payable to officers. In order to be entitled to a benefit pursuant to this clause, an officer must engage in the provisions outlined within this clause.
- 9.2 There is a mutual obligation on both the Service and the injured officer to identify suitable employment. However, it is the injured officer's responsibility to accept a reasonable offer of a suitable employment made by the Service, which may include transfer to another location. A failure to accept one of three offers of suitable employment will jeopardise any benefits or entitlements payable under this Award and may result in termination of employment.
- 9.3 An officer who suffers an on duty injury shall receive rehabilitation/retraining consistent with the Service's Policy and Procedures for the Management of Return to Work, leading to a return to pre-injury employment wherever possible.
- 9.3.1 Where a return to pre-injury employment is not possible, as determined by a medical assessor contracted by the Service, the officer will be declared as suffering a partial and permanent disability and opportunities for permanent placement in suitable employment will be sought.
- 9.3.2 If permanent placement in suitable employment within the Service is not possible the employment of the officer may be terminated. In such circumstances the officer, subject to eligibility being established, shall be paid a lump sum payment in accordance with Annexure B to this Award.
- 9.4 An officer who suffers an off duty injury shall receive rehabilitation/retraining consistent with the Service's Policy and Procedures for the Management of Return to Work for non work related injuries/illness, leading to a return to pre-injury employment wherever possible. No medical or rehabilitation costs will be met by the Service for off duty injuries.
- 9.4.1 Where a return to pre-injury employment is not possible as determined by the medical assessor, the officer will be declared as suffering a partial and permanent disability and opportunities for permanent placement in suitable employment will be sought wherever reasonably practical. Suitable employment can include redeployment to an administrative position.
- 9.4.2 If permanent placement in suitable employment within the Service is not possible the employment of the officer may be terminated and, in such circumstances, the officer shall be paid

a lump sum payment equivalent to the unexpired portion of the two year full salary or full salary to age 60 (whichever is the lesser). In the case of permanent part time officers, the entitlements under this subclause are calculated on a pro rata basis. The two year period commences when medical evidence indicates that an officer is not able to return to their pre-injury employment.

- 9.5 The objective of the rehabilitation/retraining program creates mutual obligations, which is for every officer who suffers partial and permanent disability to be placed in suitable employment with the Service, wherever reasonably practical.
- 9.6 An adequate opportunity will be given to the officer concerned and the Union (unless the officer expressly declines to agree to the Union being informed) to consider the Service's opinion that no suitable employment is available and to put that opinion into dispute in accordance with the dispute resolution clause of this Award prior to cessation of employment. Such opportunity will also be given in situations where it is disputed that any alternate employment is genuinely suitable. Suitable employment does not include employment that is merely token in nature and does not involve useful work in relation to the activities of the Service, or is demeaning in nature having regard to the officer's incapacity and pre-injury employment, age, education, skills and work experience. The officer's place of residence will also be considered when determining suitable employment.

10. Insurance and Assessment of Entitlement to Benefits

- 10.1 The Union acknowledges that the Service will establish, with First State Super, a superannuation scheme to pay the lump sum benefits prescribed by clause 7 of this Award, and that the Service will establish a separate scheme to pay the benefits prescribed by clause 8 of this Award. The Governments contribution to the costs of the superannuation scheme and the separate scheme (under clause 8) is limited to 3.6% of salaries as prescribed in Clause 14 Award Review.
- 10.2 The Service shall deduct the contributions that officers are required to make pursuant to this clause from their salaries.
- 10.3 The Service shall contribute to a superannuation scheme such sum as required to meet the cost of the insurance premiums to fund death and total and permanent disability benefits.
- 10.4 The Service shall administer a scheme for the payment of benefits payable under this Award for partial and permanent disability.
- 10.5 The Service will meet the entitlement pursuant to clause 7 and clause 8 for death and total and permanent disability benefits in the following circumstances:
- 10.5.1 Injuries or death in the period from the operative date of this award to the operative date of a superannuation scheme;
- 10.5.2 Members covered by the transition arrangements in Clause 4;
- 10.5.3 On duty overseas deployments to countries not covered by the insurer, pursuant to clause 7 only.
- 10.6 Members can only receive one benefit either a "partial and permanent disability benefit" or "total and permanent disability benefit". When an employee receives payment for partial and permanent disability, they will be required to sign a deed of release. This deed ensures that any benefits obtained under partial and permanent disability will be repaid should the employee be successful in claiming total and permanent disability.
- 10.7 Entitlement to benefits to be provided by the Service pursuant to this Award shall be assessed by the assessment provider, engaged by the Service. Any dispute can be initially assessed in accordance with clause 12 of this award.
- 10.8 Entitlement to receive a lump sum benefit from the First State Super insurance superannuation scheme shall be assessed in accordance with the terms of the First State Super superannuation scheme Trust Deed and Policy Document. Any dispute will be assessed in accordance with the First State Super

superannuation scheme's Disputes and Complaints procedure. This includes if unresolved by internal processes, any dispute as to entitlement to receive a lump sum payment from the First State Super insurance superannuation scheme the matter may be referred the Superannuation Complaints Tribunal. Disputes may also be addressed through the Grievance Mechanism in clause 12.

10.9 Lump sum benefits payable under this Award shall be calculated utilising the salary as defined in this Award. In the case of officers who have worked a period of their service on a permanent part-time basis, the benefits will be calculated by applying the relevant part time ratio to the prescribed benefit. This ratio shall be calculated by dividing the officer's actual service by the full time equivalent service. The period of service taken into account is from 10 November 2006 or the date employment commenced, whichever is the later.

10.10 An officer otherwise entitled to benefits provided by this Award shall not be entitled to such benefits in relation to an injury (or consequent disability) directly caused by the taking of disciplinary action that may lead to removal from the Service. However, if;

10.10.1 the initiation of or conduct of such disciplinary action by the Service was not reasonable;
or

10.10.2 the officer is not ultimately removed from the Service as a consequence of the disciplinary action,

then the officer shall continue to be eligible to claim benefits for such injury.

PART C

HEALTH AND WELLNESS PROGRAM

11. Health and Wellness Program

11.1 A Health and Wellness Program will be developed and implemented.

PART D

GRIEVANCE MECHANISM, ANTI-DISCRIMINATION, LEAVE RESERVED AND AREA, INCIDENCE, DURATION AND PARTIES BOUND

12. Grievance Mechanism

12.1 A committee will be formed comprised of representatives of the Union and the Service to consider grievances that arise from the application of this award. The Union, the Service or individual employees may refer such matters to the committee.

12.2 With the exception of the procedures outlined in clause 10.8 of this Award, if an issue gives rise to a dispute it shall be dealt with in accordance with the issue resolution procedures in Operational Ambulance Officers (State) Award and the Ambulance Service of New South Wales Superintendent/Operational Managers (State) Award 12.3. Any disputes arising under this award may be referred to the Industrial Relations Commission of New South Wales.

13. Anti-Discrimination

13.1 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.

13.2 It follows that in fulfilling their obligations under clause 12 of this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effect. It will be consistent with the fulfilment of these obligations for

the parties to make an application to vary any provision of this Award, which by its terms or operation, has direct or indirect discriminatory effect.

- 13.3 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.
- 13.4 Nothing in this clause is 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*; and/or a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 13.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

14. Award Review

- 14.1 There will be regular actuarial and financial reviews conducted on this death and disability scheme. The first of these reviews will coincide with the next review of the Police death and disability scheme as provided for in the Crown Employees (Police Officers Death and Disability) Award. Subsequent reviews will be no longer than each 3 years thereafter.
- 14.2 The benefits, rehabilitation and administrative costs for on duty injury provided under this Award are based on actuarial and financial estimates with the long term cost to Government being 3.6% of salaries as defined by this Award. If the results of the triennial actuarial and financial review referred to above or if in any 12 month period:

14.2.1 the insurance premium quoted for the next 12 months, and/or

14.2.2 the claims experience of the preceding 12 months

are such that, in the opinion of the actuary and the Service, the long term cost to the Government is likely to exceed 3.6% of salaries, there will be an immediate review of the benefits and/or the officer contributions of the scheme. Appropriate steps will then be taken by the parties to implement a revised scheme that maintains a maximum cost to Government of 3.6% of salaries.

15. Leave Reserved and No Extra Claims

- 15.1 Leave is reserved to the parties generally to apply as they may be advised in respect of any adjustment under Commonwealth legislation governing superannuation which alters preservation rights at age 60 or in the event that any legislative change necessary for the implementation of this Award does not occur.
- 15.2 Leave is reserved to the parties to apply as they may with respect to coverage where officers contribute to NSW Government subsidised superannuation schemes which includes commensurate levels of benefits for death and permanent disability.
- 15.3 Leave is reserved for the Union to apply as it may in respect of extending the definition of officer in clause 3 Definitions of this Award to Patient Transport Officer under the Operational Ambulance Officers (State) Award.
- 15.4 Leave is reserved for the New South Wales Department of Health and the Service to apply as they may for arbitration of the Health and Wellness Program under clause 11 Health and Wellness Program of this Award.
- 15.5 The parties agree that there will be no extra claims made during the life of this Award, except as expressly provided for in this Award.

16. Area, Incidence, Duration and Parties Bound

- 16.1 This Award shall apply to all officers as defined in clause 3, Definitions, who are employed by the Ambulance Service.
- 16.2 This Award shall be binding upon the Union and the Ambulance Service.
- 16.3 This Award shall take effect from the first full pay period on or from 29 February 2008 and shall remain in force for a period of three years.

ANNEXURE A**BENEFITS FOR ON DUTY DEATH AND TOTAL AND PERMANENT DISABILITY**

The lump sum benefits shown in the table below would be payable from the First State Super insurance superannuation scheme. The total and permanent disability benefit would be payable to the officer while the death benefit would be payable in accordance with the scheme's trust deed. Where an on duty benefit is less than the off-duty benefit, the higher benefit would be payable.

Age At Death or Disablement	Lump Sum As Multiple of Salary (salary effective at date of disablement)
Less than 45 years of age	8.50
45	8.20
46	7.95
47	7.69
48	7.42
49	7.15
50	6.88
51	6.59
52	6.29
53	5.98
54	5.67
55	5.35
56	5.02
57	4.69
58	4.34
59	4.00
60	3.71

ANNEXURE B**ON-DUTY PARTIAL AND PERMANENT DISABILITY BENEFITS PAYMENT SCALE**

Where an on duty benefit is less than the off-duty benefit, the higher benefit would be payable.

Age At Disablement	Lump Sum As Multiple Of Salary (salary effective at date of disablement)
20	8.33
21	8.22
22	8.11
23	7.99
24	7.87
25	7.75
26	7.62
27	7.49
28	7.35
29	7.21

30	7.07
31	6.92
32	6.76
33	6.61
34	6.44
35	6.28
36	6.11
37	5.93
38	5.75
39	5.56
40	5.36
41	5.16
42	4.96
43	4.75
44	4.53
45	4.30
46	4.07
47	3.83
48	3.59
49	3.34
50	3.08
51	2.81
52	2.53
53	2.25
54	1.95
55	1.65
56	1.34
57	1.02
58	0.69
59	0.35
60	0.00

ANNEXURE C

SUPERINTENDENTS AND OPERATIONAL MANAGERS

Components of Salary		Components of 20% Penalties	
Base Salary		Penalties	
Code	Code Long Description	Code	Code Long Description
072	A: Workers Compensation	157A	Higher Grade Duties
916	B: Operations Centre Allowance	646	A: Disturbance - Relocation - no set \$
916C	B: Operations Centre Allowance	912	B: On Call Weekly Rate
917	B: Paramedic Allowance	913	B: On Call Daily Rate
918	B: Advanced Life Support Allowance	913A	B: On Call Daily Rate (Admin - -ANSW)
919	B: Broken Hill Advanced Life Support	934	T: Climatic/Isolation Time/Half Zone
920	B: Broken Hill Paramedic Allowance	945	B: Living Away From Home Allowance
921	B: Broken Hill Ambulance Studies	945A	B: Living Away From Home Allowance
923	B: Broken Hill Allowance	107	Late Meals and Call Offs
937	B: Ambulance Specialist Allowance	21	Penalties 10%
937S	B: Ambulance SCAT Allowance	22	Penalties 12.5%
938	B: Standby Rescue Allowance	23	Penalties 15%

941	B: Duty Operations Centre Allow	26	Penalties 50% Saturday
942	B: Ambulance Studies Certificate	27	Penalties 75% Sunday
944	B: Operations Centre Standby Allowance	28	Penalties Public Holiday 50%
01	Normal	29	Additional Public Holiday 100%
04	Sick Leave	30	Penalties Public Holiday 150%
06	Annual Leave	37	Public Holiday Normal Pay
06A	Additional 1 week Annual Leave	40	Higher Grade Duty
09	Extra Leave	41	Penalties 100%
11	Long Service Leave	80	HGD Penalties 10%
16	Time In Lieu	81	HGD Penalties 12.5%
17	Workers Compensation	82	HGD Penalties 15%
39	Allocated Day Off	85	HGD Penalties 50% Saturday
52	Family & Community Leave/Comp	86	HGD Penalties 75% Sunday
57	Maternity Leave	87	HGD Penalties Public Holiday 50%
58	Maternity Leave 1/2 Pay	93	HGD Penalties 100%
63	Special Leave		
64	Study Leave		
68	Trade Union Leave		

SUPERINTENDENTS AND OPERATIONAL MANAGERS

Components of Salary		Components of 3%	
Components of Salary - Superintendents			
Code	Base Salary	Code	Penalties
	Code Long Description		Code Long Description
01	Normal	28	Penalties Public Holiday 50%
04	Sick Leave	29	Additional Public Holiday 100%
06	Annual Leave	30	Penalties Public Holiday 150%
09	Extra Leave	40	Higher Grade Duty
11	Long Service Leave	87	HGD Penalties Public Holiday 50%
16	Time in Lieu	945	B: Living Away From Home Allowance
17	Workers Compensation	157A	Higher grade Duties
39	Allocated Day Off	945A	B: Living Award from Home Allowance
52	Family & Community Leave/Comp		
57	Maternity Leave		
58	Maternity Leave ½ pay		
64	Study Leave		
68	Trade Union Leave		
072	A: Workers Compensation		
633	Special Leave		

J. P. GRAYSON *D.P.*

AUSTRALIAN JOCKEY CLUB HOSPITALITY EMPLOYEES AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1586 of 2007)

Before Commissioner Cambridge

22 April 2008

REVIEWED AWARD

1. Insert after subclause (iii) of clause 24, Area, Incidence and Duration of the award published 8 April 2005 (349 I.G. 1014) the following new subclause (iv).
- (iv) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 22 April 2008.

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

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

AUSTRALIAN JOCKEY CLUB HOSPITALITY EMPLOYEES AWARD 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Federation of Employers and Industries, Industrial Organisation of Employers and State Peak Council.

(No. IRC 509 of 2008)

Before Commissioner Murphy

28 April 2008

AWARD

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Statement of Intent
3.	AJC Convention and Exhibition Centre Classification Structure
4.	Wage Rates
5.	Hours of Minimum Engagement
6.	Overtime
7.	Labour Flexibility
8.	Meals and Rest Periods
9.	Terms of Employment
10.	Postponement
11.	Public Holidays
12.	Time and Wages Book or Sheet
13.	Payment of Wages
14.	Right of Entry of Union Officials
15.	Posting of Agreement
16.	Occupational Health and Safety
17.	Uniforms
18.	Equal Employment Opportunity
19.	Mixed Functions
20.	Grievance Procedure
21.	Training
22..	Fares and Parking
23.	Anti-Discrimination
24.	Area, Incidence and Duration
25.	Leave Reserved and No Extra Claims

PART A

PART B - MONETARY RATES

2. Statement of Intent

- (i) This award has been designed to facilitate the smooth establishment and ongoing organisational development of the Australian Jockey Club (AJC).

- (ii) The parties to this award are committed to:
- (a) Efficiencies and productivity being constantly reviewed and improved and thereby allowing the AJC to compete against other racing, gaming and wagering and competitor service organisations on a cost-effective basis.
 - (b) The creation and maintenance of a harmonious employee relations environment which is typified by consultation and participation with employees and the Union which supports the AJC's vision.
 - (c) The provision of a framework within which the AJC can generate interesting and fulfilling work and develop systems which allow employees to reach their full potential and progress through a career path while simultaneously maximising the efficiency and productivity of the AJC.
 - (d) The creation of a co-operative working environment, where quality and pride of working for the AJC are fostered and that any issues of internal demarcation are eliminated where such work falls within the employees level of skills and training.
 - (e) To maintain the highest standard in quality and consistency for food and food service, attending to all guest requirements, ensuring the guest receives professional, courteous and efficient service in accordance with the AJC's general competencies, set service standards and procedures.

3. AJC Convention and Exhibition Centre Classification Structure

- (i) The following classification structure shall apply:
- (a) Grade 1 is an employee who is:
 - (1) undertaking up to three months or six engagements (whichever is the greater) on-the-job training so as to enable the employee to be employed as a Grade 2 employee; or
 - (2) providing general assistance to employees of a higher grade, not including cooking or direct service to customers, and is primarily engaged in one or more of the following:
 - assembly and preparation of ingredients for cooking;
 - cleaning and tidying of associated areas;
 - handling pantry items;
 - room set-up including dressing tables;
 - directing guests to parking areas;
 - setting and/or wiping down tables, removing food plates, emptying ashtrays and picking up glasses and the cleaning of equipment, general utensils, crockery and glasses;
 - general cleaning and labouring tasks;
 - receiving, storing and distributing goods not involving the extensive use of documents and records (runner);
 - shop days, which shall mean days of employment in preparatory or cleaning up work at the AJC or at the site of the job.
 - taking orders by telephone or whilst stationed at a fixed ordering point

- (b) Grade 2 is an employee who in addition to the duties of Grade 1 is primarily engaged in one or more of the following:
- heating pre-prepared meals and/or preparing and/or serving simple food items such as sandwiches, salads, toasted foodstuffs, carvery and barbeque;
 - undertaking general waiting duties of both food and or beverages, including cleaning of restaurant equipment, clearing tables, taking customers orders at a table and serving food and/or beverages to tables;
 - cleaning, tidying and setting up of kitchen, food preparation, wash-up and customer service areas, including the cleaning of equipment, crockery, pantry and pot wash and general utensils, and involving the use of specialised cleaning equipment and/or chemicals;
 - service from a snack bar, buffet or meal counter;
 - receipt of monies, giving change, operation of cash registers, and use of electronic swipe input devices;
 - driving a motor vehicle requiring the holding of a NSW class 1A licence;
 - greeting and seating guests under general supervision;
 - supplying, dispensing or mixing of liquor including the sale of liquor, cleaning of bar areas and equipment, preparing the bar for service, taking orders and serving drinks and assisting in the cellar;
 - attending the cloakroom;
 - laundry and specialised cleaning duties involving the use of specialised cleaning equipment and/or chemicals;
 - supervising food and beverage attendants of a lower grade.
 - Responsible Service of Alcohol Monitor shall mean a Grade 2 employee who is engaged in watching and observing crowd behaviour, checking 'I.D' and communicating with patrons on RSA requirements, as well as liaising with Security and Beverage staff to ensure all in house RSA guidelines are adhered to.
 - Barista shall mean a Grade 2 employee who is engaged in the specialised use of coffee espresso machines.
 - Forklift Driver shall mean a Grade 2 employee who is engaged to operate a forklift. All Forklift Drivers must hold a current NSW Forklift Licence and be familiar with the AJC's standard operating procedures.
- (c) Grade 3 is an employee who in addition to the duties of Grade 2 is primarily engaged in one or more of the following:
- preparing and cooking a limited range of basic food items such as breakfasts, grills and snacks;
 - waiting duties of food and/or beverages, including providing assistance in choosing the meal and wines by providing detailed information when required of each item listed on menus, advising customers on the appropriate choices of wine and providing information of wine types and all items on the wine list, taking customer orders, serving food and/or beverages, supervises or undertakes the clearing of tables after and during meals, receipt of monies, taking reservations, greeting and seating guests;

- preparing and serving a range of drinks, including blended and other cocktails;
 - receiving, storing and distributing goods including use of documents and records not involving the control of the store or cellar;
 - providing basic instruction and on the job training on a one to one basis to employees of a lower grade;
 - supervision of food and beverage attendants of a lower grade;
 - cashier;
 - kitchen attendant Grade 3 shall mean an employee who is engaged in specialised non-cooking duties in kitchen or food preparation area, or supervision of kitchen attendants.
- (d) Grade 4 is an employee who is primarily engaged in one or more of the following:
- undertaking general cooking items, including a la carte cooking, baking, pastry cooking or butchery;
 - full control of a cellar and/or store including stock control and ordering;
 - food and beverage supervisor shall mean an employee who has the appropriate supervisory course, and who has the responsibility for supervision, training and co-ordination of food and beverage staff, and/or stock control for a bar or series of bars;
 - kitchen attendant Grade 4 shall mean an employee who has the appropriate supervisory course, and has the responsibility for the supervision, training and co-ordination of kitchen attendants of a lower grade.
 - Progression to this level is not automatic on gaining the relevant qualification. It is subject to the availability of a position and the operational needs of the business.
- (e) Grade 5 is an employee who has completed an apprenticeship or who has passed the appropriate trade test and who is engaged in any of the following:
- undertaking cooking, baking or pastry cooking duties;
 - undertaking general and specialised waiting duties in a restaurant;
 - other trade work as appropriate to an employees trade.
- (ii) The AJC may require the employee to provide proof of any previous service or a trade certificate at the time of commencing employment. Where it is established that the employee failed to disclose that information when required to do so such service or qualification shall not be taken into account when assessing any later claim on the AJC.
- (iii) The above grades cover all food and beverage employees working at the AJC, but not managerial staff whose principal functions are not described in the grade descriptions. Where an employee's duties are not mentioned within these classifications the employee shall be classified in a grade which, by reference to the grading descriptors, most closely reflects the skills and responsibilities of the job.

4. Wage Rates

- (a) The hourly wage rates shall be those prescribed in Table 1 of Part B, Monetary Rates of this award. These hourly wage rates include compensation for the provision of uniforms and pro rata annual leave.

5. Hours and Minimum Engagement

- (i) All employees engaged by the AJC prior to 9th April 2001, shall be paid for a minimum of 4 hours for each engagement except for existing food employees working at:-
 - (a) Weekend race meetings at Randwick and Warwick Farm Racecourses - a minimum of 6 hours shall be paid.
 - (b) Mid-week and twilight race meetings at Warwick Farm Racecourse - a minimum of 4.5 hours shall be paid.
 - (c) Mid-week race meetings at Randwick Racecourse - a minimum of 5 hours shall be paid.
- (ii) For the purposes of this award, an existing food employee means an employee who worked for the AJC on at least eight engagements in the twelve months prior to 28 January 1998 and who is not engaged as a bar attendant or to pick up glasses.
- (iii) For employees engaged after 9th April 2001 a minimum of three hours per engagement shall apply.
- (iv) Subject to the minimum hours requirement of this clause, finishing times are indicative only and may vary at management discretion according to customer activity levels. For employees engaged before the operation of this Award this subclause will only apply by mutual agreement.

6. Overtime

All work in excess of ten hours per engagement on Monday to Saturday shall be paid at the rate payable for work on a Sunday.

7. Labour Flexibility

- (i) For the purpose of increasing productivity and efficiency employees shall:
 - (a) perform all work within the grade in which they are employed and that of lower grades;
 - (b) perform all work which is incidental to their main task(s) or function(s);
 - (c) not impose or enforce demarcation barriers between food and beverage tasks they are required to perform;
 - (d) perform work at any work station as required by the AJC.

Provided that the work required to be performed is in the scope of the employee's skills and competence.

8. Meals and Rest Periods

- (i) An employee who is required to work more than four and a half hours will be allowed a 30 minute paid meal break and be provided with a meal of a substantial nature.
- (ii) Employees who do not qualify for a meal break under subclause (i) shall, where practicable be allowed one rest period of ten (10) minutes duration which shall be counted as time worked.
- (iii) At the conclusion of their shift staff are entitled to one non-alcoholic drink to be consumed on course. The practice of the AJC supplying alcoholic drinks to staff covered by the terms of this award was discontinued effective from 9 April, 2001.

9. Terms of Employment

- (i) An employee shall be advised by the AJC prior to the commencement of duty of the time he or she will be required to commence duty.

- (ii) Subject to the provision of the postponement conditions of Clause 10 any employee if so directed by the AJC to report for duty shall, if the employee so attends, be paid from that time whether work is ready to be commenced or not.
- (iii) Upon engagement an employee shall be informed by the AJC of the basis and nature of engagement, and the AJC shall record same on the time and pay sheets.

10. Postponement

- (i) Except as set out below, an employee who is engaged to attend and attends a meeting or function which is postponed or cancelled after the employee's nominated starting time, and the employee has commenced work, the employee shall be paid a minimum of four hours or hours worked in excess of four hours.
- (ii) If notice of postponement or cancellation of the meeting or function is broadcast or published by radio or press two hours or more before the employee's rostered starting time the employee shall not be paid.
- (iii) Except where notice has been given in accordance with paragraph (ii), if the employee attends work but the meeting is postponed or cancelled prior to the employee's nominated starting time the employee shall be paid for two hours.
- (iv) Where the race meeting has been cancelled or postponed and in lieu thereof a phantom fixture is conducted, employees not required for duty for the purpose of the phantom race meeting are to have their entitlements determined in accordance with the provisions of this clause.

11. Public Holidays

- (i) Holidays shall mean New Years Day, Australia Day, the third Monday in February, Good Friday, Easter Saturday, Easter Monday, Queens Birthday, Eight Hour Day, Anzac Day, Christmas Day, Boxing Day, or such other day as is generally observed in the locality as a substitute for any of the said days respectively.
- (ii) Where an additional public holiday is proclaimed or gazetted by the authority of the State Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout the State, or when such a proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed, then such day shall be deemed to be a holiday for the purposes of the award.

12. Time and Wages Book Or Sheet

The AJC shall keep a time and wages book or sheet showing the number of hours worked each day by each employee and the rate of payment made to such employees, such book or sheet shall be open for inspection by an accredited official of the union at all reasonable times.

13. Payment of Wages

- (i) If not paid before, wages shall be paid on a weekly basis, within three working days from the end of the pay period, by electronic funds transfer to an employee's nominated bank or other financial institution. The normal pay period will run from Tuesday to Monday. Compensation for any cost to employees associated with such transfer is included in the hourly rate. It is agreed that the AJC may during the life of this Award introduce an electronic or computerised time and attendance system to complement the existing computerised rostering system. Further, from the 1st July 2009 the AJC may elect to pay wages fortnightly (eg every second Thursday) with the giving of three (3) months notice.
- (ii) An employee may elect to sacrifice part of the employee's salary to be an additional superannuation contribution above the rate prescribed by the *Superannuation Guarantee Charge Act 1992*.
- (iii) Where salary sacrifice contributions are to be made on behalf of an employee to the Asset Superannuation Plan, the wage rates prescribed by Table 1 (in respect of such an employee) include a component being the salary sacrifice contribution. That is, that part of the wage rate representing the

salary sacrifice contribution chosen by the employee, shall be paid as a contribution by the AJC direct to the Asset Superannuation Plan. As a consequence, the employees taxable salary shall equal the relevant wage rate less the salary sacrifice contribution (if any).

14. Right of Entry of Union Officials

The Secretary or an accredited officer of the union shall have the right to enter the premises of the AJC at any time for the purpose of interviewing members of the union but shall not without reasonable cause enter behind a bar or service counter and shall not unduly disrupt work or services.

15. Posting of Award

A copy of this award shall be posted in a conspicuous position at the working premises by the AJC.

16. Occupational Health and Safety

- (i) The AJC prides itself on quality occupational health and safety standards. It is recognised that the benefits to be gained from effective health and safety programs are significant both in human and economic terms.
- (ii) The AJC is responsible for taking all reasonable and practicable action to achieve and maintain a performance level which safeguards the health and safety of all employees in accordance with the *Occupational Health and Safety Act 2000*.
- (iii) All employees are to be involved in safety matters and hence, to contribute to the reduction of hazards employees are to:
 - (a) identify and reduce the risk associated with all types of work-related events that may produce injury or illness; and
 - (b) identify, measure and control to safe levels any physical agents in the workplace capable of causing ill health, and
 - (c) promote the good health and welfare of employees;
 - (d) report any perceived hazard to the immediate supervisor;
 - (e) report any work related injury, no matter how minor to their supervisor;
 - (f) wear any safety clothing, footwear and equipment issued and specified for the job.
- (iv) The AJC's management is committed to the continuous monitoring and upgrading of its occupational health and safety policy to ensure the highest standards are met. The AJC shall where appropriate:
 - (a) provide information, instructions and training of employees to increase personal understanding of safe work practices, workplace hazards and principles of hazard control; and
 - (b) maintain a close relationship with employees, the Union and regulatory authorities in the development and implementation of standards and future strategies.
- (v) The occupational health and safety committee shall be convened subject to the provisions of the regulations of the *Occupational Health and Safety Act 2000* and shall meet at intervals not less frequent than specified in the regulations.
- (vi) First aid kits and safe flooring shall be provided.

17. Uniforms

Where special uniforms other than traditional black and white dress are required to be worn they shall be supplied by the AJC and shall be and remain the property of the AJC.

18. Equal Employment Opportunity

The AJC is committed to providing a workplace based on Equal Employment Opportunity and free of sexual harassment.

19. Mixed Functions

An employee engaged for more than two hours during one day or shift on duties carrying a higher rate than his or her ordinary classification, shall be paid the higher rate for such day or shift. If engaged for two hours or less during one day or shift, he or she shall be paid the higher rate for the time so worked.

20. Grievance Procedure

Any dispute or grievances between the AJC and its employees or any of them shall be settled in accordance with the procedures set out below.

- (i) Any grievance, claim or dispute which arises shall, where possible, be settled by discussion on the job between the employee and the management,
- (ii) If the matter is not resolved at this level, the matter will be further discussed between the affected employee, the union delegate and the management,
- (iii) If no agreement is reached, the relevant union organiser and delegate will discuss the matter with representatives of the AJC.
- (iv) Should the matter still not be resolved the following procedure will be followed:
 - (a) a joint discussion shall be held between representatives of the AJC and officials of the union,
 - (b) if the matters are not finalised they shall be referred to the Industrial Relations Commission of NSW.
- (v) Whilst the foregoing procedure is being followed work shall continue normally without any bans or limitations. Where it is agreed that there is an existing custom, work shall continue in accordance with the direction of the AJC. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.

21. Training

- (i) The AJC is committed to develop and offer training to employees to enable them to undertake a wider range of tasks and proceed through a career path and to carry out their duties in accordance with the best practice in the hospitality industry.
- (ii) To achieve this aim the AJC will offer structured training to employees on an equitable basis so that employees of all work levels have a fair opportunity to participate. Employees undergoing such training will be paid for attendance at training, provided that, where product familiarisation meetings and the like are held management may allow employees not directly affected to attend without liability to payment.

Employees attending induction or orientation prior to or upon commencement of employment or employees identified as requiring training may be required to attend up to four (4) hours training per annum without pay.

Employees who elect to attend non-compulsory training and development activities shall not receive payment for time spent at such activities.

- (iii) The club will not unreasonably refuse a request by an employee for training and in determining training priorities will give preference to training requested by an employee for skills specified at that employee's current level and/or the next higher level.
- (iv) The minimum engagement for attendance at training will be two hours. This minimum does not apply where the training is rostered in conjunction with a 'regular' shift.

22. Fares and Parking

- (i) An allowance of \$10.00 per race meeting shall be paid to employees who are engaged to work at Warwick Farm Racecourse.
- (ii) Employees shall be entitled to free parking for their vehicle when attending for work at a racecourse.

23. Anti-Discrimination

- (1) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, 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 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 victimize an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (4) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES:

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

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

24. Area, Incidence and Duration

- (i) This award applies to persons employed on an hourly basis as casual employees by the Australian Jockey Club in the classifications prescribed in this award in or in connection with the provisions of food, beverage and related hospitality services for AJC race meetings, functions or other events.
- (ii) It shall supersede and be in substitution for all previous awards, agreements and orders relating to the employment of persons covered by the award, but no right, obligation or liability accrued or incurred thereunder shall be thereby affected.
- (iii) This award rescinds and replaces the Australian Jockey Club Hospitality Employees Award 2004 published 8 April 2005 (349 I.G. 1014). It shall take effect on and from 28 April 2008 force for a period of three (3) years.

25. Leave Reserved and No Extra Claims

- (i) Subject to sub-clause (ii) below, it is a term of this Award that the union undertakes that for the life of this Award it will not pursue any extra claims, award or overaward. In the case of state wage case adjustments the union undertakes not to make application for any increases as a result of state wage case adjustments.
- (ii) Leave is reserved for the union to make any application to vary the award to increase the Fares Allowance.

PART A

- (i) The rates of pay in this award have been loaded to compensate employees for the casual nature of the work, weekend and holiday penalties and benefits otherwise available to full time employees including annual leave, sick leave, bereavement leave, etc.
- (ii) The hourly rates in this award are based upon a 38 hour week.

PART B

MONETARY RATES

Table 1

Effective from 28 April 2008 (4% increase)

Grade	Monday to Saturday			Sunday			Public Holidays		
	New Rate \$	Old Rate \$	Increase	New Rate \$	Old Rate \$	Increase	New Rate \$	Old Rate \$	Increase
1	19.69	18.93	0.76	26.10	25.10	1.00	33.80	32.50	1.30
2	20.50	19.71	0.79	26.85	25.82	1.03	35.43	34.07	1.36
3	22.39	21.53	0.86	29.00	27.88	1.12	37.45	36.01	1.44
4	24.17	23.24	0.93	31.01	29.82	1.19	39.07	37.57	1.50
5	25.80	24.81	0.99	31.80	30.58	1.22	41.84	40.23	1.61

2009 (4% Increase) Effective after 28 April 2009

Grade	Monday to Saturday			Sunday			Public Holidays		
	New Rate \$	Old Rate \$	Increase	New Rate \$	Old Rate \$	Increase	New Rate \$	Old Rate \$	Increase
1	20.48	19.69	0.79	27.14	26.10	1.04	35.15	33.80	1.35
2	21.32	20.50	0.82	27.92	26.85	1.07	36.85	35.43	1.42

3	23.29	22.39	0.90	30.16	29.00	1.16	38.95	37.45	1.50
4	25.14	24.17	0.97	32.25	31.01	1.24	40.63	39.07	1.56
5	26.83	25.80	1.03	33.07	31.80	1.27	43.51	41.84	1.67

2010 (4% Increase) Effective after 28 April 2010

Grade	Monday to Saturday			Sunday			Public Holidays		
	New Rate \$	Old Rate \$	Increase	New Rate \$	Old Rate \$	Increase	New Rate \$	Old Rate \$	Increase
1	21.29	20.47	0.82	28.23	27.15	1.09	36.56	35.15	1.41
2	22.17	21.32	0.85	29.04	27.93	1.12	38.32	36.85	1.47
3	24.22	23.29	0.93	31.37	30.16	1.21	40.51	38.95	1.56
4	26.15	25.14	1.01	33.54	32.25	1.29	42.27	40.64	1.63
5	27.90	26.83	1.07	34.40	33.08	1.32	45.25	43.51	1.74

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

(040)

SERIAL C6526

BOILING DOWN AND BY-PRODUCTS (CUMBERLAND) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1526 of 2007)

Before Commissioner Bishop

4 February 2008

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Definitions
2.	Hours
3.	Meal Breaks
4.	Wages
5.	Shift Work Allowance
6.	Proportion
7.	Overtime
8.	Flexibility of Work
9.	Commitment to Training and Careers
10.	Consultative Mechanism
11.	Sunday and Holiday Work
12.	Holidays
13.	Annual Leave
14.	Annual Leave Loading
15.	Long Service Leave
16.	Sick Leave
17.	Personal/Carers Leave
17A.	Parental Leave
18.	Bereavement Leave
19.	Terms of Engagement
20.	Payment of Wages
21.	Morning Break
22.	Amenities
23.	Dispute Procedure
24.	Transfer of Employees
25.	Special Clothing, Knives and Accessories
26.	Display of Award
27.	Right of Entry
28.	Anti-Discrimination
29.	Redundancy
30.	Superannuation
31.	Area, Incidence and Duration

PART B**MONETARY RATES**

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

PART A**1. Definitions**

- 1.1 Afternoon shift means any shift terminating after 6.00 p.m. and at or before 12.00 midnight.
- 1.2 Night shift means any shift finishing after 12.00 midnight.
- 1.3 Tallowperson means an employee who is usually engaged in making tallow.
- 1.4 Rendering plant operator - An employee who is required to operate all necessary plant customarily used for the manufacture of tallow and meat meal by the rendering process.
- 1.5 Assistant Rendering Plant Operator - An employee who assists generally in the performance of the duties of the rendering plant operator.
- 1.6 Mill Hand - An employee required to carry out all duties necessary in the milling and bagging section relating to the production of meat meal including the driving of a forklift truck when necessary.

2. Hours

The ordinary hours of working shall not exceed forty per week for a full time employee, and shall be worked as follows:

2.1 Day Workers

Not more than eight hours in any one day Monday to Friday inclusive, between the hours of 6.00 a.m. and 5.00 p.m.

2.2 Afternoon and Night Shift Workers

In five shifts of eight hours each, Monday to Friday, inclusive.

2.3 Tallowperson

In five shifts of not more than eight hours each, spread over the six days of the week, Monday to Saturday.

3. Meal Breaks**3.1**

3.1.1 Day workers shall have a meal break of not more than one hour nor less than thirty minutes between 11.30 a.m. and 1.30 p.m.

3.1.2 Shift workers shall not be compelled to work more than five hours without a break for a crib of twenty minutes, which shall be allowed without deduction of pay and shall be taken at a time suitable to the processes on which they are engaged.

3.2 Not more than five hours shall be worked after the ordinary commencing time without a break for a meal.

- 3.3 Any employee called upon to work for more than two hours after his/her normal ceasing time shall be allowed at least thirty minutes, but not more than one hour, for a meal which shall be taken not later than two hours after such normal ceasing time.
- 3.4
- 3.4.1 An employee who has not been notified on the immediately preceding working day that he/she will be required to work overtime on any day for more than two hours shall be provided with a meal by the employer or in lieu thereof shall be paid the sum at item 1 of Table 2 - Other Rates and Allowances of Part B - Monetary Rates of this Award. An employee who has provided his or herself with a meal after having been so notified and who then is not required to work after the normal ceasing time shall be paid the sum at item 1 of Table 2 - Other Rates and Allowances of Part B - Monetary Rates of this Award.
- 3.4.2 A meal need not be provided under this subclause nor need payment be made in lieu thereof if the employee be permitted to return to his/her home for the meal in question and he/she can reasonably do so.
- 3.4.3 Any payment for a meal under this subclause shall be in addition to any overtime payment under clause 7 - Overtime, of this award.

4. Wages

- 4.1 The current rates of pay for a full time employee under this award can be found in Table 1 - Rates of Pay of Part B - Monetary Rates of this Award.
- 4.2 Employees engaged in taking-off and bagging fertiliser other than blood and bone dust, where the appliances do not permit of the bag being secured in such a way as will, in the opinion of the Conciliation Committee, prevent the fertiliser escaping whilst the bag is being filled shall, whilst so employed, be paid an amount per hour as set out at item 2 of Table 2 - Other Rates and Allowances of Part B - Monetary Rates of this Award in addition to their ordinary pay. Such rates shall be paid only for hours actually worked.
- 4.3 An employee who has the appropriate certificate and is required by his/her employer to drive a fork lift, shall be paid an amount as set out at item 3 of Table 2 - Other Rates and Allowances of Part B - Monetary Rates of this Award per day in addition to the rates prescribed above.
- 4.4 Junior Rates:

Percentage of Mill Hand Rate %

At 16 years of age and under	60
At 17 years of age	75
At 18 years of age	Adult Rate

These rates are to be calculated to the nearest 10 cents.

- 4.5 Part-time Employees:
- A part-time employee shall be paid an hourly rate ascertained by dividing the weekly rate payable under Table 1 by 40.
- 4.6 Casual Employees:
- The hourly rate for a casual employee shall be ascertained by dividing the weekly rate payable under Table 1 plus 15 per cent, by 40.

NOTATION: Casual Employees are entitled to an additional 1/12th of ordinary pay pursuant to the *Annual Holidays Act 1944*.

(a) Secure Employment

(a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

(b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

(iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

(d) Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

(e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

4.7 State Wage Case Adjustment

The rates of pay in this award include adjustments payable under the 2005, 2006 and 2007 State Wage Case Decisions. These adjustments may be offset against:

4.7.1 any equivalent over award payments, and/or

4.7.2 award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

5. Shift Work Allowance

Employees employed under subclause 4.1 of clause 4 - Wages, of this award on afternoon or night shift, in addition to the rates payable under this award, shall be paid 15 per cent for afternoon shift and 30 per cent for night shift.

6. Proportion

One junior may be employed to three adult workers. For the purposes of this clause, a junior employee paid adult rates of pay as prescribed in Table 1 - Rates of Pay of Part B - Monetary Rates of this Award shall not be included in the ratio of junior employees to adult employees.

7. Overtime

7.1 All time worked from Monday to Friday, inclusive, in excess of or outside the hours specified in clause 2 - Hours, of this award, shall be paid for at the rate of time and one-half for the first two hours and double time thereafter, calculated on a daily or shift basis.

7.2 All time worked on Saturday by employees other than ordinary time worked by tallowpersons and by shift workers in completing a shift begun on the previous day, shall be paid for at the rate of time and one-half for the first two hours and double time thereafter; provided that all time worked after 12.00 noon shall be paid for at the rate of double time.

7.3 A day worker called in to work on Saturday shall be paid a minimum of four hours at the appropriate rate.

7.4 Overtime shall be calculated on the employee's ordinary rate of pay.

7.5 It shall be a condition of employment that employees shall work reasonable overtime to meet the needs of the industry.

8. Flexibility of Work

Employees are to perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions.

Employees shall perform such work as is reasonable and lawfully required of them by the employer including accepting instruction from authorised personnel.

Employees shall take all reasonable steps to achieve quality, accuracy and completion of any job or task assigned to the employee. Employees shall not impose any restrictions or limitations on reasonable review of work methods or standard work times.

9. Commitment to Training and Careers

The parties acknowledge that varying degrees of training are provided to employees, both via internal, on the job and through external training providers.

The parties commit themselves to continuing such training as is regarded by them as appropriate and improving training in cases where this is required. It is agreed that the parties will co-operate in ensuring that appropriate training is available for all employees and the parties agree to co-operate in encouraging both employers and employees to avail themselves of the benefits to both from such training.

The parties agree to continue discussions on issues raised related to training.

10. Consultative Mechanism

Each plant or enterprise shall establish a consultative mechanism and procedures appropriate to its size, structure and needs for consultation and negotiation on matters affecting its efficiency and productivity.

11. Sunday and Holiday Work

- 11.1 All time worked by employees on Sundays shall be paid for at the rate of double time except night shift workers, with regard to hours worked in completing a shift begun on the previous day when such hours shall be regarded as ordinary time.
- 11.2 All time worked by employees on holidays shall be paid for at the rate of double time and one-half except night shift workers with regard to hours worked in completing a shift begun on the previous day when such hours shall be regarded as ordinary time.
- 11.3 A day worker called into work on Sunday shall be paid a minimum of four hours at the appropriate rate.
- 11.4 Rates in this clause shall be calculated on the employee's ordinary rate of pay.

12. Holidays

- 12.1 The days upon which New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day are observed, the picnic day of The Australasian Meat Industry Employees' Union, New South Wales Branch, and all holidays proclaimed for the State shall be recognised as holidays.
- 12.2 A weekly employee shall be entitled to be paid for holidays under this clause; provided that he/she shall have worked on the working day immediately preceding and the working day immediately following the holiday and has not ceased work without permission before the normal time of ceasing work on either or both of these days. Where such holidays fall on consecutive days an employee, who works on either the working day preceding or the working day succeeding such holiday but not on both, shall be entitled to payment for the holiday closest to the said day on which he/she worked, provided he/she has not ceased work without permission, on such said day.

13. Annual Leave

See *Annual Holidays Act 1944*.

14. Annual Leave Loading

- 14.1 In this clause, the *Annual Holidays Act 1944*, is referred to as "the Act".
- 14.2 Before an employee is given and takes his/her annual holiday, or, where by agreement between the employer and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay his/her employee a loading determined in accordance with this clause. (NOTE: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause 14.6.)
- 14.3 The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this award.
- 14.4 The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled under the Act and this award (but excluding days added to compensate for public or special holidays worked or public or special holidays falling on an employee's rostered day off not worked), or, where such a holiday is given and taken in separate periods, then in relation to each separate period. (NOTE: See subclause 14.7 as to holidays taken wholly or partly in advance.)
- 14.5 The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause 14.2 at the rate per week of 33.33 per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing his/her annual holiday, together with, where applicable, the additional sums prescribed by subclauses 4.2 and 4.3 of clause 4 - Wages, of this award, but shall not include any other allowances, penalty rates, shift allowances, overtime rates or any other payments prescribed by this award.
- 14.6 No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when he/she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause 14.5 applying the award rate of wages payable on that day. This subclause applies where an annual holiday has been taken wholly or partly in advance.
- 14.7 Where, in accordance with the Act the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned:
- 14.7.1 An employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause 14.5 of this clause;
- 14.7.2 An employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to him/her under the Act such proportion of the loading that would have been payable to him/her under this clause if he/she had become entitled to an annual holiday prior to the close-down as his/her qualifying period of employment in completed weeks bears to 52.
- 14.8
- 14.8.1 When the employment of an employee is terminated by his/her employer for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he/she became entitled he/she shall be paid a loading calculated in accordance with subclause 14.5 for the period not taken.
- 14.8.2 Except as provided by 14.8.1, no loading is payable on the termination of an employee's employment.

- 14.9 This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if the employee had not been on holiday; provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.

15. Long Service Leave

See *Long Service Leave Act 1955*.

16. Sick Leave

An employee who, after not less than three months' continuous service in his/her current employment with the employer, is unable to attend for duty during his/her ordinary working hours by reason of personal illness or personal incapacity (excluding illness or incapacity resulting from injury within the *Workplace Injury Management and Workers' Compensation Act 1998*, received in the said employment (not due to his/her own serious and wilful misconduct), shall be entitled to be paid for such non-attendance the amount of his/her ordinary time rate of pay, subject to the following:

- 16.1 An employee shall, within twenty-four hours of the commencement of such absence, inform the employer of the employee's inability to attend for duty and, as far as possible, state the nature of the illness or incapacity and the estimated duration of the absence.
- 16.2 For the purpose of ascertaining whether or not an employee is or has been ill and the particulars thereof (including, where applicable, the estimated duration of his/her absence) the employer, through any person appointed by it to interview employees for the purpose stated, which appointment shall be notified to the union, shall have the right to interview any employee who is or has been absent from duty. Where a person so appointed is a legally qualified medical practitioner the right to interview an employee shall include the right to examine the employee.
- 16.3 He/She shall prove to the satisfaction of the employer (or in the event of a dispute the Industrial Commission) that he/she is or was unable on account of such illness or incapacity to attend for duty on the day or days for which payment under this clause is claimed.
- 16.4 In any period of employment, his/her entitlement to sick pay shall be in accordance with the following schedule:

In respect of:	Duration
1st year of service	8 days
2nd year of service and thereafter	10 days

Any period of paid sick leave allowed by the employer to the employee in any such year shall be deducted from the period of leave which may be allowed or carried forward under this award or in respect of such year.

- 16.5 The rights under this clause shall accumulate from year to year so long as his/her employment continues with the employer, whether under this or any other award, so that any part of the said leave 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 such continued employment.
- 16.6 An employee, who unreasonably refuses the interview or unreasonably refuses or prevents the examination specified in 16.2 of this clause, shall not be entitled to payment for the period during which he/she is absent from duty.
- 16.7 For the purpose of this clause, continuous service shall be deemed not to have been broken by:
- 16.7.1 Any absence from work on leave granted by the employer;

- 16.7.2 any absence from work by reason of personal illness, injury, or other reasonable cause (proof whereof shall in each case be upon the employee); provided that any time so lost shall not be taken into account in computing the qualifying period of three months.
- 16.8 Service before the date of coming into force of this clause shall be counted as service for the purpose of qualifying hereunder.
- 16.9 Service before the date of this award shall be counted for the purpose of assessing the annual sick leave entitlement but shall not be taken into consideration in arriving at the period of accumulated leave. Accumulated sick leave standing at the credit of the employee at the commencement of this award shall not be increased or reduced by this clause.
- 16.10 This clause does not apply to casual employees.

17. Personal/Carer's Leave

17.1 Use of Sick Leave

17.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in

17.1.1.1 who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 16, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

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

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

17.1.3.1 the employee being responsible for the care of the person concerned; and

17.1.3.2 the person concerned being:

17.1.3.2.1 a spouse of the employee: or

17.1.3.2.2 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

17.1.3.2.3 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

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

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

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

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

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

17.1.4 An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave for Family Purpose

17.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 17.1.3.2 above who is ill or who requires care due to an unexpected emergency.

17.3 Annual Leave

17.3.1 An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.

17.3.2 Access to annual leave, as prescribed in 17.3.1, shall be exclusive of any shutdown period provided for elsewhere under this award.

17.3.3 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.

17.3.4 An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

17.4 Time Off in Lieu of Payment for Overtime

17.4.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.

17.4.2 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.

17.4.3 If, having elected to take time as leave, in accordance with paragraph 17.4.1 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 twelve (12) month period or on termination.

17.4.4 Where no election is made in accordance with the said paragraph 17.4.1 the employee shall be paid overtime rates in accordance with the award.

17.5 Make-Up Time

17.5.1 An employee may elect, with the consent of their employer, to work make-up time, under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

17.5.2 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.

17.6 Rostered Days Off

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

18. Bereavement Leave

- 18.1 An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subclause 18.3 of this clause.
- 18.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.
- 18.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph 17.1.3.2.1 of Clause 17 - Personal/Carers Leave, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 18.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 18.5 Bereavement leave may be taken in conjunction with other leave available under subclauses 17.2, 17.3, 17.4, 17.5, and 17.6 of said Clause 17. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

19. Terms of Engagement

- 19.1 An employee shall be engaged on a full-time, part-time or casual basis.
- 19.2 In the case of a full-time or part-time employee, one week's notice shall be given on either side or one week's wages shall be paid or forfeited, as the case may be, in lieu of such notice; provided that the employer shall have the right to deduct payment for any day during which the employee cannot be usefully employed because of any strike or through any breakdown in machinery due to any cause for which the employer cannot reasonably be held responsible.
- 19.3 Part-Time Employees:
- Part-time employee(s) shall mean an employee who:
- 19.3.1 works less than an average of 40 hours per week; and
- 19.3.2 has reasonably predictable hours of work; and
- 19.3.3 receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

19.3.4 by agreement may work up to an average of 40 hours per week without the payment of overtime.

19.4 Casual Employees:

A casual employee shall mean an employee who is engaged and paid as such.

19.5 An employer may direct an employee to carry out such duties as are within the limits of an employees' skill, competence and training.

20. Payment of Wages

Wages shall be paid weekly, not later than Friday, up to and including Wednesday each week, in the employer's time.

21. Morning Break

Fifteen minutes shall be allowed as a morning break between the hours of 9.00 a.m. and 11.00 a.m. and shall be counted as time worked.

22. Amenities

See the *Occupational Health and Safety Act 2000*, and any regulations made there under.

23. Dispute Procedure

In the case of a dispute, the following procedure shall apply:

- 23.1 The delegate and co-delegate shall confer with the most immediate line management representative in an attempt to reach a settlement.
- 23.2 In the event of failure to resolve the dispute, the matter must be referred to senior management. This action will take place within one normal working day from the time that discussions are concluded, as in subclause 23.1. The parties will then attempt to reach a settlement.
- 23.3 In the event of the failure to resolve the dispute, the delegate and co-delegate, together with their union organiser, shall confer with senior management as in subclause 23.2 and attempt to reach a settlement.
- 23.4 In the event of failure to resolve the dispute, the dispute may be referred to the New South Wales Industrial Relations Commission for resolution in accordance with the *Industrial Relations Act 1996*.
- 23.5 Provided that, while the dispute procedure is being observed, no stoppage of work shall occur.

24. Transfer of Employees

- 24.1 Should any employee, engaged at a higher paid class of work, be transferred temporarily to a lower paid class of work he/she shall continue to receive the higher rate during such transferred temporary employment.
- 24.2 An employee who is required to work carrying a higher rate than his/her ordinary classification, for two hours or more on any day or shift, shall be paid at the higher rate for the whole of the day or shift.
- 24.3 Subject to subclause 24.2, of this clause, an employee, who on any day or shift is required to do the work of a higher paid classification for at least one hour, shall be paid the rate prescribed for such work whilst so engaged.

25. Special Clothing, Knives and Accessories

- 25.1 Where the work of an employee necessarily requires the use of gloves or that he/she should work under wet conditions or in all weathers the employer shall provide for the use of every employee whose work shall so require, gloves, waterproof aprons, gum boots and oilskins.
- 25.2 Any employee applying for new gloves, waterproof aprons, gum boots or oilskins, who fails to return the corresponding articles last issued to him/her, shall not be entitled to same without payment therefore at a reasonable price.
- 25.3 Where the employer does not provide tools of trade to employees whose work necessarily requires the use of knives, oilstones, steels and pouches the employee shall be paid an allowance per week as set out in item 4 of Table 2 - Other Rates and Allowances of Part B - Monetary Rates of this award, or an allowance per week as set out in item 5 of Table 2 - Other Rates and Allowances of Part B - Monetary Rates of this award, whichever is the lesser amount. If an employee fails to return the articles issued to him/her he/she shall not be entitled to a replacement without the payment therefore at a reasonable price. Upon termination of employment any employee who fails to return the articles issued to him/her shall have deducted from any moneys due to him/her the value of the articles with which he/she was issued and which he/she failed to return.
- 25.4 Clothing to be supplied by the employer and the employer to supply a machine for the washing and drying of the clothes supplied. The clothing shall be washed and dried by the employees within the employer's time.

26. Display of Award

See section 361 of the New South Wales *Industrial Relations Act 1996*.

27. Right of Entry

See section 297 of the New South Wales *Industrial Relations Act 1996*.

28. Anti-Discrimination

- 28.1 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.
- 28.2 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 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.
- 28.3 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.
- 28.4 Nothing in this clause is to be taken to affect:
- 28.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 28.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 28.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;

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

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

NOTES

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

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

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

29. Redundancy

29.1 Application

29.1.1 This clause shall apply in respect of full-time and part-time persons employed in the classifications structure specified by clause 4 - Wages.

29.1.2 This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees, in the terms of subclause 29.4 of this clause.

29.1.3 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.

29.1.4 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 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.

29.2 Introduction of Change

29.2.1 Employer's duty to notify

29.2.1.1 Where an employer has made a definite decision to introduce major changes in production, programme, 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.

29.2.1.2 "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 of any of the matters referred to herein, such alteration shall be deemed not to have significant effect.

29.2.2 Employer's duty to discuss change

- 29.2.2.1 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 29.2 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.
- 29.2.2.2 The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in the said subclause 29.2 of this clause.
- 29.2.2.3 For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

29.3 Redundancy - Discussions Before Terminations

- 29.3.1 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 subparagraph 29.2.1.1 of this clause, Introduction of Change, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- 29.3.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of paragraph 29.3.1 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.
- 29.3.3 For the purpose of the discussions 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.

29.4 Termination of Employment

- 29.4.1 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 changes to production, programme, organisation or structure, in accordance with subparagraph 29.2.1.1 of this clause:

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

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

29.4.1.2 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.

29.4.1.3 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.

29.4.2 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 subparagraph 29.2.1.1 of this clause:

29.4.2.1 In order to terminate the employment of an employee (provided the employee has 12 months' service), the employer shall give to the employee three months' notice of termination.

29.4.2.2 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

29.4.2.3 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.

29.4.3 Time off during the notice period

29.4.3.1 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.

29.4.3.2 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.

29.4.4 Employee leaving during the notice period

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

29.4.5 Statement of employment

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

29.4.6 Notice to Centrelink

Where a decision has been made to terminate the employment of employees, the employee 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.

29.4.7 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.

29.4.8 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in subparagraph 29.2.1.1 of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rates for the number of weeks of notice still owing.

29.5 Severance Pay

29.5.1 Where the employment of an employee is to be terminated pursuant to subclause (29.1 of this clause), subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the employee the following severance pay in respect of a continuous period of service:

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

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

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

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

29.5.1.3 "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, overaward payments, shift penalties and allowances paid in accordance with Table 1 - Rates of Pay, of Part B, Monetary Rates, and Table 2 - Other Rates and Allowances, of the said Part B.

29.5.2 Incapacity to pay

Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph 29.5.1 of this clause.

The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in the said paragraph 29.5.1 of this clause will have on the employer.

29.5.3 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 paragraph 29.5.1 of this clause if the employer obtains acceptable alternative employment for an employee.

30. Superannuation

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

31. Area, Incidence and Duration

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Boiling Down and By-Products (Cumberland) Consolidated Award published 25 February 2005 (348 I.G. 805), 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 Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 4 February 2008.

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

It shall apply to all employees of the classes mentioned in clause 4 - Wages, of this award, in boiling down, bonemilling and artificial manure-making establishments, and employees in abattoirs, meat works, slaughterhouses and meat preserving works engaged in the manufacture of margarine in the County of Cumberland.

Excepting -

Employees in chemical works engaged in the manufacture of artificial or patent manures or fertilisers; All persons employed by Australian Fertilisers Limited on the bone-crushing and fertiliser mixing and bagging plant at its works at Granville. Employees of The Council of the City of Sydney.

PART B

MONETARY RATES

Table 1 - Rates of Pay

Classification	Column A SWC 2005 Applicable from First full pay period 20th Nov 2007	Column B SWC 2006 Applicable from First full pay period 20th Dec 2007	Column C SWC 2007 Applicable from First full pay period 20th Jan 2008
Rendering Plant Operator	\$523.60	\$543.60	\$563.60
Assistant Rendering Plant Operator	\$516.10	\$536.10	\$556.10
Mill Hand	\$512.95	\$532.95	\$552.95
Cleaners & Labourers	\$496.55	\$516.55	\$536.55

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Explanation	Column A SWC 2005 Applicable from First full pay period 20th Nov 2007	Column B SWC 2006 Applicable from First full pay period 20th Dec 2007	Column C SWC 2007 Applicable from First full pay period 20th Jan 2008
1	3.4.1	Meal Allowance	\$7.75	\$8.00	\$8.30
2	4.2	Bagging Fertiliser	0.18	0.19	0.20
3	4.3	Fork Lift	\$2.06	\$2.14	\$2.23
4	25.3	Employer does not provide tools	0.18 per week	0.19 per week	0.20 per week
5	25.3	Employer does not provide tools	0.03 per day	0.03 per day	0.03 per day

E. A. R. BISHOP, Commissioner

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(1360)

SERIAL C6481

BRADFIELD COLLEGE (DEPARTMENT OF EDUCATION AND TRAINING) SALARIES AND CONDITIONS AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Education and Training.

(No. IRC 2173 of 2007)

Before Commissioner Cambridge

14 December 2007 and 5 March 2008

VARIATION

1. Delete clause 7, of Schedule 4, Excess Travel and Compensation for Travel on Official Business, of the award published 26 January 2007 (361 IG 1404) and insert in lieu thereof the following:
 - 7.1 Where the teacher's normal duties are performed within the Sydney Region (as defined by the Department of Planning) the maximum per kilometre rate payable shall be the 1601 to 2600 cc rate.
 - 7.2 Where the official travel, in whole or in part, is outside the Sydney Region, consideration shall be given to payment of the 2601 cc or more rate in respect of a vehicle with an engine capacity of 2601 cc or more. Such consideration shall be related to the total annual distance travelled by the teacher on official business, the terrain and other factors advanced by the teacher as relevant.
 - 7.3 Provided that the provisions of subclauses 7.1 and 7.2 above shall not apply to teachers who have an existing approval for payment of the previous above 2700 cc rate arising from clause 4 (b) (i) of Industrial Agreement 7036 of 1983.
2. Delete clause 9, of the said Schedule 4, and insert in lieu thereof the following
9. Official Business and Casual Rate -

Clause of Schedule which applies	Rate/Vehicle Engine Capacity	Cents Per Km	
		0 - 8,000 km per annum	8,001 km or more per annum
5	Official Business Rate		
	1600 cc or less	55.3	23.1
	1601 - 2600 cc	77.3	27.4
	2601 cc or more	83	29.5
6	Casual Rate		
	1600 cc or less	23.1	
	1601 - 2600 cc	27.4	
	2601 cc or more	29.5	

Provided that these rates shall be adjusted pursuant to the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 published 10 March 2006 (357 I.G. 1108) or its successor as amended from time to time or in accordance with the rates as approved from time to time by the Director-General of the Department of Premier and Cabinet.

3. This variation shall take effect on and from 14 December 2007.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

BREWERIES, MAINTENANCE EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1616 of 2007)

Before Commissioner Connor

28 February 2008

REVIEWED AWARD**1. Arrangement**

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

APPENDIX A

Mechanical Tradesperson Special Class
Guidelines

SCHEDULE A

Wage Rates, Allowances and Special Rates

2. Anti-Discrimination

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

NOTES

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

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

3. Wages (deleted)**4. Definitions**

Electrician Grade 1 means a person who has satisfactorily completed an electrical trades apprenticeship and the Electrical Trades Course (Course No.9080) conducted by the Department of Technical and Further Education of New South Wales or a recognised equivalent course and who has obtained an "A" grade electrical mechanic's licence in accordance with the Electricity Development (Registration and Licensing) Regulation 1984. The classification title "electrical fitter mechanic" shall have an equivalent meaning.

Electrician Grade 2 means an Electrician Grade 1 (as defined) who has had not less than one year of experience as such and who has satisfactorily completed the first year of the Electronics Industrial Course (Course No. 9366) conducted by the Department of Technical and Further Education of New South Wales or who has satisfactorily completed a recognised equivalent course, and who in the performance of the work, is required to exercise a higher skill than that required of an Electrician Grade 1 (as defined).

Electrician Grade 3 means an Electrician Grade 2 (as defined) who has had not less than one year of experience as such and who has satisfactorily completed the Electronics Industrial Course (Course No. 9366) conducted by the Department of Technical and Further Education of New South Wales and who has been awarded the Industrial Electronics Certificate by that Department, or who has satisfactorily completed a recognised equivalent course and who, in the performance of the work, is required to exercise a higher skill than that required of an Electrician Grade 2 (as defined), including work as directed on breweries' complex and/or intricate electronic circuits, their components and controls.

Electrician Grade 4 means an Electrician Grade 3 (as defined) who has had not less than one year of experience as such and who in addition to possessing the prescribed qualifications for an Electrician Grade 3 has satisfactorily completed the first year of the Instruments Industrial Course (Course No. 9199) conducted by the Department of Technical and Further Education of New South Wales and who is studying for the final year of the course and who is required to do all work performed by an Electrician Grade 3 and an Instrument Tradesman Grade 2.

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

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

- (a) has satisfactorily completed an apprenticeship as an instrument tradesman and the Instrument Trade Course (Course No. 1043) conducted by the Department of Technical and Further Education of New South Wales or an equivalent course, or
- (b) has satisfactorily completed an appropriate apprenticeship and trade course and the Instruments Industrial Course (Course No. 9199) conducted by the Department of Technical and Further Education of New South Wales or a recognised equivalent course.

Instrument Tradesman Grade 2 means an Instrument Tradesman Grade 1 (as defined) who has had not less than one year of experience as such and who has satisfactorily completed either the first year of the Electronics Industrial Course (Course No. 9366) conducted by the Department of Technical and Further Education of New South Wales, or has satisfactorily completed a recognised equivalent course and who, in the performance of the work, is required to exercise a higher skill than that required of an Instrument Tradesman Grade 1 (as defined).

Instrument Tradesman Grade 3 means an Instrument Tradesman Grade 2 (as defined) who has had not less than one year of experience as such and who has satisfactorily completed the Electronics Industrial Course (Course No. 9366) conducted by the Department of Technical and Further Education of New South Wales and who has been awarded the Electronics Industrial Certificate by that Department, or who has satisfactorily completed a recognised equivalent course and who, in the performance of the work, is required to exercise a higher skill than that required of an Instrument Tradesman Grade 2 (as defined), including work on breweries' complex and/or intricate instrumentation, their components and controls.

Industrial Systems Tradesman means either:

- (a) an Electrician Grade 4 (as defined) who has had not less than one year of experience as such and who, in addition to possessing the prescribed qualifications for an Electrician Grade 4, has satisfactorily completed the Instruments Industrial Course (Course No. 9199) conducted by the Department of Technical and Further Education of New South Wales and who is required to do all work performed by an Electrician Grade 4 and an Instrument Tradesman Grade 2; or

- (b) an Instrument Tradesman Grade 3 (as defined) who has had not less than one year of experience as such and who, in addition to possessing the prescribed qualifications for Instrument Tradesman Grade 3, has satisfactorily completed the following subject course of additional elective units of the Electronics Post Trade Course (Course No. 3731) conducted by the Department of Technical and Further Education of New South Wales:

Programmable Logic Control (Unit No. 441)

Power Controls (Unit No. 9202)

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

5. Redundancy

- (i) Application -
- (a) This clause shall apply in respect of full-time and part-time employees.
- (b) This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
- (c) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (d) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.
- (ii) Introduction of Change -
- (a) Employer's duty to notify -
- (1) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- (2) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- Provided that where the award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.
- (b) Employer's duty to discuss change -
- (1) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (a) above, the effects the changes are likely to have on employees and measures to avert or mitigate the

adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

- (2) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in paragraph (a) of this subclause.
- (3) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iii) Redundancy -

(a) Discussions before terminations:

- (1) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by any one pursuant to subparagraph (1) of paragraph (a) of subclause (ii) above, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (2) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subparagraph (1) of this paragraph and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (3) For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iv) Termination of Employment -

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

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

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

- (2) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week s notice.

- (3) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment maybe terminated by part of the period of notice specified and part payment in lieu there of.
- (b) Notice for Technological Change -This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with subclause (ii)(a)(1) above:
 - (1) In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.
 - (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
 - (3) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.
- (c) Time off during the notice period -
 - (1) During the period of notice of termination given by the employer, an employee shall be allowed up to one days time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
 - (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- (d) Employee leaving during the notice period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall been entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
- (e) Statement of employment - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.
- (f) Notice to Centrelink - Where a decision has been made to terminate employees, the employer shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (g) Centrelink - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.
- (h) Transfer to lower paid duties - Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause above, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee s employment had been terminated, and the employer may, at the employers option, make payment in lieu thereof an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

(v) Severance Pay

- (a) Where the employment of an employee is to be terminated pursuant to subclause (iv) above, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:

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

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

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

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

- (3) "Weeks pay" means the all-purpose rate of pay for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances provided for in the relevant award.

- (b) In capacity to Pay-Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) above.

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

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

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

6. Tool Allowance

- (i) A tool allowance, see Item 1, Table 3 of Schedule A, shall be paid to trades persons and apprentices for tools not customarily provided by the employer but which are ordinarily required by them for the performance of their duties and are supplied by the employees, provided that the allowance is only paid whilst the employee maintains a specified list of tools.

- (ii) An employee receiving a tool allowance as prescribed in this award shall be indemnified by an insurance policy to a maximum of \$872.50 for the loss of tools by fire or theft whilst securely stored at the employer's direction in a room or building or work shop in the employer's premises. Provided that each employee shall give to the employer a list of the tools they possess.

7. Leading Hands

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

8. Special Rates

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

9. Service Increments

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

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

10. Hours

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

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

There shall be a fixed time of starting and ceasing work for each employee which shall not be altered without 7 days' notice. The said notice need not be given in the case of an emergency not under the control of the employer and in such case an employee may be called upon to work relieving temporarily on rostered shift work. The first shift shall be paid for at double rates but all subsequent shifts shall be paid for at shift work rates and such employee shall be deemed to be a shift worker.

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

(ii) Shift Workers -

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

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

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

11. Deleted**12. Overtime**

- (i) For all time worked by day workers on weekdays outside the hours prescribed in clause 10, Hours, of this award, overtime shall be paid at the rate of time and one-half for the first two hours and double time thereafter until the completion of the overtime work.
- (ii) For the work done by shift workers outside the ordinary hours of their shift, double time shall be paid. This shall not apply to arrangements between or at the request of employees themselves.
- (iii) In computing overtime each day's work shall stand alone, except in the case of the above subclause or a rest period after overtime as provided for in this clause.
- (iv) A day worker, working overtime for more than 1 1/2 hours after working ordinary hours shall be allowed a meal break of 20 minutes before starting over timework. The meal break shall be paid at ordinary rates and a further crib time of 20 minutes shall be allowed, without deduction of pay after each 4 hours of overtime worked provided the employee continues work after such crib time.
- (v) An employee required to work overtime for 2 hours or more prior to a normal starting time, or 2 hours or more at the end of a day or shift shall be paid a meal allowance as set out in Item 3 of Table 3 of Schedule A, of \$5.00 for each meal. Provided that, where an employee on day work starts work at 6.00 a.m. and is required to work beyond 6.00 p.m., they shall be paid an additional amount as set out in Item 3 of Table 3 of Schedule A as a meal allowance.
- (vi) Employees recalled after having left their place of work to work overtime shall be paid minimum of 4 hours' work at the appropriate rate.
- (vii) Employees occasionally required to hold themselves in readiness to work after ordinary hours on a Saturday which is not an ordinary working day or on a Sunday or holiday shall be paid "standing by" time at their ordinary rate of wage for the time for which they are told to hold themselves in readiness until released.

- (viii) When employees working overtime finishes work at a time when reasonable means of transport are not available, the employer shall provide them with a conveyance to their home or pay them at their ordinary wage rate for time occupied in reaching their home.
- (ix) An employer shall not require an employee to work a double shift except in exceptional circumstances.
- (x) Employees who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least the prescribed number of hours off duty between those times, shall be released after completion of such overtime until they have had the prescribed number of hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the employer such an employee resumes or continues work without having had the prescribed number of hours off duty they shall be paid at double rates until they are released from duty for such period and they then shall been titled to be absent until they have had the prescribed number of hours off duty without loss of pay for ordinary working time occurring during such absence.

The prescribed number of hours shall be 10 except:

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

13. Saturday Work

- (i) Shift workers shall be paid for work performed between midnight Friday and midnight Saturday at the rate of time and one-half, unless they are working overtime between such hours, in which case their payment shall be as prescribed by clause 12, Overtime, of this award.
- (ii) A day worker who is required to work on a Saturday shall be paid for a minimum of four hours at the appropriate rate.

14. Sunday and Holiday Work

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

15. Public Holidays

- (i) For the purpose of this award, the days on which the under mentioned days are ordinarily observed shall be public holidays-New Year's Day; Australia Day; Good Friday; Easter Monday; Anzac Day; Queen's Birthday; Eight-Hour Day; Christmas Day, Boxing Day; the Federated Liquor and Allied Industries Employees' Union of Australia, New South Wales Branch picnic day (which shall beheld on the third Monday in February), and all other gazetted holidays observed throughout the State.

- (ii) Employees shall not be called upon to work on a public holiday unless they have received twenty-four (24) hours' notice of duty.
- (iii) Provided that in the event of any of the said public holidays falling on a Sunday and another day in the following week being observed in lieu thereof throughout the State, then the latter shall be the day to be observed under this award.
- (iv) No deduction shall be made from the wage of any employees engaged by the week because of absence from work on a public holiday, unless without permission or reasonable excuse they stay away on the day next preceding or next succeeding such holiday.
- (v) Payment for a public holiday shall be made to an employee absent through illness and for whom no payment is due in the pay week in which the holiday falls, provided the absence does not exceed four (4) weeks prior to the holiday.
- (vi) Where a public holiday falls on a Saturday, payment shall be made to seven-day shift workers rostered off. The payment referred to shall be 7.78 ordinary hours.
- (vii) Where a public holiday falls on a rostered day off of a day worker or shift worker who works their ordinary hours on Monday to Friday shall be paid an extra day's pay (7.78 hours).

16. Sick Leave

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

If it is not reasonably practicable to inform the employer at least one and one-half hours prior to the commencement of such absence the employee shall inform the employer within 24 hours of such absence.
 - (c) They shall prove to the satisfaction of their employer that they were unable to attend for duty on the day or days for which sick leave is claimed because of illness.

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

- (ii) **Single Day Absences** -Employees who claim paid sick leave in accordance with this clause for and absence of one day only, and who have already been allowed paid sick leave on more than one occasion for one day only during that year, shall not be entitled to payment for the day claimed unless they produce to the employer a certificate of a duly qualified medical practitioner that in their, the medical practitioner's opinion, the employee was unable to attend for duty because of personal illness or injury. However, an employer may agree to accept from the employee a statutory declaration, stating that the employee was unable to attend for duty because of personal illness or injury, in lieu of a certificate of a duly qualified medical practitioner as prescribed by this subclause. Nothing in this subclause shall limit the employer's right under paragraph (c) of subclause (i) of this clause.

- (iii) Cumulative Sick Leave-Paid sick leave shall accumulate indefinitely.
- (iv) Year of Service -Year of service for the purpose of this clause means the period between the date of commencement of employment in any year and the anniversary of the commencement of employment in the next year.
- (v) Extended sick leave - Notwithstanding the foregoing, an employee with no less than two years of service may apply for extended sick leave (which shall not exceed 12 weeks in any one year of service) which may be granted at the discretion of senior officers of the Industrial Relations Department of each company subject to conditions applicable at each company. The granting of extended sick leave shall not be unreasonably withheld. In the event of any dispute arising as a result of the company decision, the matter shall be referred to the Chairperson of the Breweries, &c. (State) Industrial Committee for final determination.
- (vi) Sick Leave Redemption-
 - (a) An employee whose employment is terminated for any reason (other than for serious and wilful misconduct) and who has a minimum of 140 sick hours credit, will be paid the value of 140 hours sick leave upon termination.
 - (b) Upon the death of an employee whilst in the employ of a company being a respondent to this award, the amount of untaken sick leave accumulated by the employee pursuant to subclauses (i) and (ii) of this clause shall be redeemed by payment into that employee's estate at the ordinary rate of pay.

17. State Personal Carer's Leave

- (1) Use of Sick Leave
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 17(1)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 16, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required,
 - (1) 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, or
 - (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.
 - (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or

wife of that person on a bona fide domestic basis although not legally married to that person; or

- (c) a child or an adult child (including an adopted child, a step child, a foster child or annex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, wherefor the purposes of this subparagraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at clause 31, Settlement of Disputes Procedure, should be followed.

(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 class of person set out in 17(1)(c)(ii) above who is ill or who requires care due to an unexpected emergency.

(3) Annual Leave

- (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten 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.
- (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

(4) Time Off in Lieu of Payment for Overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.

- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
 - (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
 - (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (5) Make-up Time
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (6) Rostered Days Off
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
 - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off or the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
 - (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.
- (7) Personal Carers Entitlement for casual employees -
- (1) Subject to the evidentiary and notice requirements in 17(1)(b) and 17(1)(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 17(1)(c)(ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

17A. Parental Leave

- (1) Refer to the *Industrial Relations Act 1996 (NSW)*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996 (NSW)*.
- (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

(3) Right to request

- (a) An employee entitled to parental leave may request the employer to allow the employee:

- (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
- (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

- (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.

- (d) Request to return to work part-time

Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

(4) Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

18. Annual Leave

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

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

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

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

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

19. Long Service Leave

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

20. Mixed Functions

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

21. Terms of Employment

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

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

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

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

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

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

22. Bereavement Leave

- (i) An employee, other than a casual employee, shall be entitled to a maximum of three days bereavement leave without deduction of pay, on each occasion of the death of a person as prescribed in subclause (iii) of this clause.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (ii) of paragraph (c) of subclause (1) of clause 17, State Personal Carers Leave provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (2), (3), (4), (5) and (6) of the said clause 17. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

- (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 22(ii) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 17(1)(c)(ii) of clause 17, State Personal Carer's Leave.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

23. Compassionate Leave

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

24. Repatriation Leave

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

Provided that-

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

25. Paid Leave for Blood Donors

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

26. Jury Service

- (i) Employees required to attend for jury service during their ordinary working hours shall be reimbursed by the company an amount equal to the difference between the amount paid by the Sheriff's Office for

their attendance for such jury service and the amount of wage they would have received for ordinary time they would have worked had they not been on jury service.

- (ii) Employees shall notify the company as soon as possible of the date upon which they are required to attend for jury service. Further, the employees shall provide proof of their attendance, the duration of the attendance and the amount received from the Sheriff's Office for jury service.

27. Industrial Matters

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

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

28. Union Meetings

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

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

29. Trade Union Training

- (a) An employee may apply for paid study leave, which shall be granted at the discretion of the senior officer of the Industrial Relations Department of each company, subject to the following: (i) (a) Applications to attend T.U.T.A. courses shall be formally endorsed by a union official. An employee shall be entitled to payment up to a maximum of three days in any one year while attending such approved courses.
- (b) An employee may be granted permission, at the discretion of the employer, to draw upon his entitlement under paragraph (a) of this subclause for future years.

- (c) The granting of leave to attend trade union training courses shall not be unreasonably withheld. In the event of any dispute arising as a result of the company's decision, the matter shall be referred to the Chairman of the Breweries. &c. (State) Conciliation Committee for final determination.

30. Health and Safety

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

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

30A. Secure Employment (OH&S)

- (i) For the purposes of this subclause, the following definitions shall apply:
- (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or Contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

31. Settlement of Disputes Procedure

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

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

- (a) Employees who have a complaint shall discuss the matter with their immediate foreman.

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

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

(ii) Tooheys Limited -

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

- (a) An employee who has a grievance should ask their delegate to take the matter up with the immediate supervisor. If they so desire, they can be present with their delegate.
- (b) If the employee is dissatisfied with the supervisor's decision, they may ask that the matter be taken by the supervisor to the engineer in charge of the department and this is to be done as promptly as circumstances permit.
- (c) If the employee is dissatisfied with the engineer in charge of the department's decision, the employee may ask that the matter be taken by the delegate to the Engineering Manager and the Manager - Industrial Relations.
- (d) If the employee is dissatisfied with the decision as provided in (c) above, he/she can request that the delegate take the matter to the Assistant General Manager and the Manager Employee Relations, together with an official (or nominee) from the union.

- (e) If after such a conference, the decision is unsatisfactory, the matter shall be referred to the union secretary (or his nominee), who shall request a conference with the Chief Executive for his decision.
- (f) Whilst these procedures are being followed promptly and the status quo remains, work shall continue normally without bans or limitations.
- (g) If the final decision fails to resolve the issue, the matter shall be referred to the Industrial Commission of New South Wales.
- (h) Should a dispute arise within the industry which is outside the foregoing matters, the union's officials shall confer with the management at a time and a place mutually acceptable on such dispute before any action is taken.

32. Union Delegates

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

33. Structural Efficiency

- (i) The parties to this award are committed to co-operating positively to increase the efficiency, productivity and international competitiveness of the brewing industry and to enhance the career opportunities and job security of employees in the industry. Accordingly, employees within each classification will perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions.
- (ii) At each plant or enterprise, an employer and the employees and their relevant union or unions shall establish a consultative mechanism and procedures appropriate to the size, structure and needs of that plant or enterprise. Measures raised by the employer, employees or union or unions for consideration consistent with the objectives of subclause (i) here in shall be processed through that consultative mechanism and procedures.
- (iii) Any dispute arising in relation to the implementation of structural efficiency items shall be subject to Clause 31, Settlement of Disputes Procedure. Any matter left unresolved out of Structural Efficiency Negotiations may be referred to the Industrial Commission of New South Wales for determination.

34. Training

- (i) Parties to this award recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
 - (a) Developing a more highly skilled and flexible workforce.
 - (b) Providing employees with career opportunities through appropriate training to acquire additional skills.
 - (c) Removing barriers to the utilisation of skills acquired.
- (ii) Following proper consultation in accordance with subclause (ii) of Clause 33, Structural Efficiency, or through the establishment of a training committee, an employer shall develop a training program consistent with:
 - (a) The current and future skill needs of the enterprise.
 - (b) The size, structure and nature of the operations of the enterprise.

- (c) The need to develop vocational skills relevant to the enterprise and the brewing industry through courses conducted on the job and also by accredited educational institutions and providers.
- (iii) Where it is agreed a training committee be established, that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which provides for the:
 - (a) Formulation of a training program and availability of training courses and career opportunities to employees.
 - (b) Dissemination of information on the training program and availability of training courses and career opportunities to employees.
 - (c) There commending or otherwise of individual employees for training and reclassification.
 - (d) Monitoring and advising management and employees on the ongoing effectiveness of the training.
- (iv)
 - (a) Where, as a result of consultation in accordance with Clause 33, Structural Efficiency or through a training committee and with the employee concerned, it is agreed that additional training in accordance with the program developed pursuant to subclause (ii) herein should be undertaken by an employee, that training may be undertaken either on or off the job. Provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.
 - (b) Any costs associated with standard fees for prescribed courses and prescribed text books incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.

35. Leave Reserved

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

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

Leave is reserved for the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, to pursue its claim for a crane allowance to apply to all employees using cranes. (As per pedestrian forklift payment.)

36. Enterprise Arrangements

- (a) As part of the Structural Efficiency exercise and as an ongoing process for the achievement of improvements in productivity and efficiency, discussions may take place at an enterprise to provide for:
 - more flexible working arrangements;
 - improvements in the quality of working life;
 - enhancement of skills, training and job satisfaction;
 - positive assistance in the restructuring process;
 - encouragement of consultation mechanisms across the workplace;
 - consideration of a single bargaining unit.

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

- (b) The terms of any proposed genuine arrangement reached between an employer and employee(s) in any enterprise shall, after due processing, substitute for the provisions of this award to the extent that they are contrary provided that:
- (i) a majority of employees affected genuinely agree;
 - (ii) such arrangement is consistent with the current State Wage Case principles.
- (c)
- (i) Before any arrangement requiring variation to the award is signed and processed in accordance with subclause (d), details of such arrangements shall be forwarded in writing to the union or unions with members in that enterprise affected by the changes and the employer association, if any, of which the employer is a member. A union or an employer association may, within 14 days there of, notify the employer in writing of any objection to the proposed arrangements including the reasons for such objection.
 - (ii) When an objection is raised, the parties are to confer in an effort to resolve the issue.
- (d) Such enterprise arrangements shall be processed as follows:
- (i) All employees will be provided with the current prescriptions (e.g., award, industrial agreement or enterprise arrangement) that apply at the place of work.
 - (ii)
 - (a) Where an arrangement is agreed between the employer and the employees or their authorised representative at an enterprise, such arrangement shall be committed to writing.

The authorised representative of employees at an enterprise may include a delegate, organiser or official of the relevant union if requested to be involved by the majority of employees at the establishment.
 - (b) Where the arrangement is agreed between the employer and an absolute majority of permanent employees under this award at an enterprise, such arrangement shall be committed to writing.
 - (iii) The arrangement shall be signed by the employer, or the employer's duly authorised representative, and the employees, or their authorised representative with whom agreement was reached.
 - (iv) Where an arrangement is objected to in accordance with subclause (c) and the objection is not resolved, an employer may make application to the Industrial Commission to vary the award to give effect to the arrangement.
 - (v) The union and/or employer association shall not unreasonably withhold consent to the arrangements agreed upon by the parties.
 - (vi) If no party objects to the arrangement, then a consent application shall be made to the Industrial Commission to have the arrangement approved and the award varied in the manner specified in paragraph (vii).

Such applications are to be processed in accordance with the appropriate State Wage Case principles.
 - (vii) Where an arrangement is approved by the Industrial Commission and the arrangement is contrary to any provisions of the award, then the name of the enterprise to which the arrangement applies,

the date of operation of the arrangement, the award provisions from which the said enterprise is exempt, and the alternative provisions which are to apply in lieu of such award provisions (or reference to such alternative provisions), shall be set out in a schedule to the award.

- (viii) Such arrangement when approved shall be displayed on a notice board at each enterprise affected.
- (ix) No existing employee shall suffer a reduction in entitlement to earnings, award or over award, for working ordinary hours of work as the result of any award changes made as part of the implementation of the arrangement.

36A. Traineeships

As to traineeships for persons covered by this award, see the Training Wage (State) Award 2002 published 26 September 2003 (341 I.G. 569) or any successor thereto.

37. Area, Incidence and Duration

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and replaces the Breweries, Maintenance Employees (State) Award published 1 April 2005 (349 I.G. 819), as varied.

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

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 28 February 2008.

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

Breweries, &c. (State) Industrial Committee

Industries and Callings

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

Excepting employees within the jurisdiction of the following industrial committees:

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

APPENDIX A

MECHANICAL TRADESPERSON SPECIAL CLASS GUIDELINES

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

- (1) Procedure in applying the new classification - If there is disagreement about the application of the definition the following should be adopted:

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

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

The person -

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

SCHEDULE A**WAGES, ALLOWANCES AND SPECIAL RATES****Table 1**

NOTATION: The rates specified for each classification contain an amount of \$8.00 which was included as a result of an undertaking, by the parties to this award, to adhere to the disputes procedure contained in clause 31, Settlement of Disputes Procedure. This provision was ratified in Matter No. 551 of 1979.

Table 2

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

- (a)
- (i) A shift worker working on rostered shifts- \$39.50 per week, provided that employees on a rotating 5-day shift roster shall receive an additional allowance of \$1.41 in respect of each night shift, other than weekends, that is actually worked.
 - (ii) Provided that any employee working on a rotating 7-day shift roster shall, in lieu of the above, receive an all purpose amount of \$53.10 per week.
 - (iii) A shift worker working on 12-hour rostered shifts - \$53.10 per week.
- (b) A shift worker working on permanent night shift shall be paid \$94.30 per week extra.
- (c) A shift worker working on permanent afternoon shift shall be paid \$47.20 per week extra.
- (d) A main engine room greaser employed as such who holds a first-class refrigeration engine driver's certificate- \$11.55 per week.
- (e) A trimmer employed as such who holds a recognised certificate of competency appropriate to the plant which they may be called upon to operate - \$7.40 per week.
- (f) An electrical or instrument tradesperson who is the holder of a New South Wales electrician's licence shall be paid the following:
- | | |
|--|------------------|
| Qualified Supervisor Certificate (Electrician) | \$32.05 per week |
| Certificate of Registration (Electrician) | \$17.30 per week |
- Provided that these amounts shall be varied in accordance with the appropriate provisions of the Electricians, &c. (State) Award, as varied.
- (g) Engine driver in charge of plant to be paid \$12.85 per week.
- (h) An employee qualified and authorised to act as first-aid attendant shall be paid \$9.85 per week extra.
- (i) An employee who has been trained to use, and is required by the employer to use, battery-powered pedestrian forklift trucks during the course of their duties shall be paid \$7.75 per week extra.
- (j) A plumber who may be required to act on their plumber's licence shall be paid \$23.20 per week extra. (Not cumulative with other licence payments.)
- (k) A plumber who may be required to act on their drainer's licence shall be paid \$19.46 per week extra. (Not cumulative with other licence payments.)

- (l) A plumber who maybe required to act on their dual licence shall be paid \$30.67 per week extra. (Not cumulative with other licence payments.)
- (m) A plumber who may be required to act on their multi-licence shall be paid \$42.27 per week extra. (Not cumulative with other licence payments.)
- (n) A plumber who maybe required to compute quantities shall be paid \$14.90 per week extra.
- (o) A registration allowance of \$17.81 per week shall be paid to plumbers and/or licensed plumbers in addition to the ordinary rate of pay. This allowance shall be paid for all purposes of the award with the exception of clause 11, Overtime, and clause 13, Sunday and Holiday Work.

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

- (p) A qualified rigger working a shift roster system who has practically complete charge of all rigging duties and who carries out the orders of an employer and having no certification to carry out rigging duties shall be paid \$20.45 per week extra.

(iv)

- (a) The minimum rate of pay for an adult female office cleaner shall be \$452.20 for 35 hours and \$387.60 for 30 hours; provided that an office cleaner required to work in lavatories, on outside steps, marble or brass or required to scrub floors or steps which necessitate the employee kneeling, shall be paid \$2.60 per week extra. Provided further that females shall not be compelled to clean men's lavatories.
- (b) A part-time female officer cleaner working less than 24 hours per week shall be paid a weekly wage calculated on an hourly basis by dividing the above minimum rate for 35 hours, plus 10 percent, by thirty-five. Calculations to be made to the nearest whole cent, any amount less than a half cent to be disregarded.
- (v) Plant Electrician - means an electrical trades person who has practically complete charge of the general maintenance, alteration and repair work of an installation and carries out the orders of an employer and who has no knowledge of the electrical trade and is not carrying on any business in the trade as a partner or otherwise, or who carries out the orders of an employer's engineer or other officer who is not a practical electrician - \$22.40 per week; provided that this rate shall vary in accordance with the lower rate appearing in clause 7, Leading Hands.
- (vi) A fitter performing welding duties, who has demonstrated to the company's satisfaction their additional competency in performing welding work, shall be paid \$10.85 per week whilst employed to perform such work.
- (vii) A mechanical assistant or ironworker's assistant who has demonstrated, to the employer's satisfaction, their additional competency in grinding work, shall be paid \$10.85 per week whilst employed to perform such work.
- (viii) State Wage Case Adjustments- The rates of pay in this award include the State Wage Case - 2000 adjustment as set out in subclauses (i) and (ii) of this clause payable under the State Wage Case - 2000 decision. This adjustment may be offset against:
 - (A) any equivalent over award payments, and/or
 - (B) award wage increases since 29 May 1991 other than safety net adjustments and minimum rates adjustments.

Table 3

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

- (i) Dirty work which a supervisor and an employee shall agree is of an unusually dirty or offensive nature - 53 cents per hour extra.
- (ii) Work in a compartment, space or place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position or without proper ventilation - 66 cents per hour extra.
- (iii) Working for more than one hour in the shade in places where the temperature is raised by artificial means to between 43.3 degrees Celsius and 54.4 degrees Celsius- 53 cents per hour extra.
- (iv) Work in cold cellars under refrigeration - 53 cents per hour extra.
- (v) Working on repairs to smoke boxes, fireboxes, furnaces or flues, of boilers - 11 cents per hour extra. Working inside oil-fired boilers - \$1.40 cents per hour extra.
- (vi) An employee engaged in manually defrosting refrigeration coils with hand tools in cold cellars shall be paid 16 cents per hour extra whilst so engaged.
- (vii) An employee engaged in either the preparation and/or the application of epoxy-based materials or materials of a like nature shall be paid 66 cents per hour extra.
- (viii) Employees required to use explosive-powered tools shall be paid \$1.26 per day.
- (ix) A plumber or their assistant who is required to open up any soil pipe, waste or drainpipe conveying offensive materials shall be paid an additional \$ per day or part of a day, provided that this amount shall be varied in accordance with the provisions of the Plumbers and Gasfitters (State) Award.
- (x) A painter required to work inside a beer cylinder, stout tun or pasteuriser or in fixtures or vessels of a like nature shall be paid at the rate of time and one-half and allowed fifteen minutes spell in the fresh air at the end of each hour worked and shall be paid for the spell at ordinary rates.

This rate is fixed having regard to the particular disabilities encountered by painters and shall be paid in lieu of any other disability rates which would be applicable except as in subclause (vii) of this clause which would be paid should epoxy based paint be used.
- (xi) A builder's labourer who is required to operate a jackhammer shall be paid 30 cents per hour extra whilst so employed, with a minimum payment of \$1.11 on any such day.
- (xii) An employee who wears a uniform provided by the employer at all times whilst on duty, and keeps it in an acceptable state of repair and cleanliness shall be paid an additional \$6.28 per week when attending for duty.
- (xiii) These rates to be cumulative (except as indicated).
- (xiv) Unless otherwise indicated these rates shall be varied in accordance with the appropriate provisions of the Building and Construction Industry (State) Award .

- (xv) Provided that an employee required to perform work of a nature that would attract a special rate under clause 25, Special Rates, of the Building and Construction Industry (State) Award, not elsewhere specified in this clause, shall be paid the appropriate rate provided in that award.

P. J. CONNOR, Commissioner.

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(001)

SERIAL C6600

BUILDING AND CONSTRUCTION INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 814 of 2007)

Before Mr Deputy President Sams

6 June 2008

REVIEWED AWARD

1. Delete subclause 6.6 of clause 6, Area, Incidence and Duration, of the award published 31 August 2001 (327 I.G. 279), and insert in lieu thereof the following:
- 6.6 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 6 June 2008.

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

2. Delete the table appearing in subclause 25.41, Table of Special Rates, of clause 25, Special Rates, and insert in lieu thereof the following:

25.4.1 Table of Special Rates

Item No.	Clause No.	Description	Amount \$
1	25.1	Insulation Work	0.66 p/h
2	25.2	Hot Work Between 46° and 54° Beyond 54°	0.53 p/h 0.66 p/h
3	25.3	Cold Work	0.53 p/h
4	25.4	Confined Space	0.66 p/h
5	25.6	Explosive Powered tools	1.26 p/d
6	25.7	Wet Work	0.53 p/h
7	25.8	Dirty Work	0.53 p/h
8	25.9	Towers Allowance Work above 15 metres Each further 15 metres	0.53 p/h 0.53 p/h
9	25.10	Toxic Substances Using toxic substances In close proximity	0.66 p/h 0.53 p/h
10	25.12	Materials containing asbestos	0.66 p/h
11	25.13	Furnace Work	1.40 p/h
12	25.14	Acid Work	1.40 p/h
13	25.16	Cleaning down brickwork	0.48 p/h
14	25.17	Bagging	0.48 p/h
15	25.18	Bitumen Work	0.66 p/h
16	25.19	Plaster or composition spray	0.53 p/h
17	25.20	Slushing	0.53 p/h
18	25.21	Dry polishing of tiles	0.66 p/h
19	25.22	Cutting tiles	0.66 p/h
20	25.23	Second hand timber	2.09 p/d

21	25.24	Roof repairs -Employees other than slaters and roof tilers	0.66 p/h
22	25.24(i)	Roof Repairs - Slaters and roof tilers	0.48 p/h
	25.24(ii)	Height over 15 metres	0.66 p/h
		35° pitch	0.97 p/h
		40° pitch	
23	25.25	Computing quantities	3.84 p/d
24	25.26	Height work - painting tradespersons	0.48 p/h
25	25.27	Height work - bridge and wharf carpenters	0.53 p/h
		8 metres from ground, deck, etc.	0.10 p/h
		Each additional 3 metres	
26	25.28	Grindstone Allowance	5.65 p/w
27	25.30	Certificate Allowance	0.53 p/h
28	25.31	Spray Application - painters	0.53 p/h
29	25.32	Cutting bricks	0.66 p/h
30	25.33(a)	District Allowances	
		Districts west and north	0.78 p/d
		Western Division	1.28 p/d
31	25.33(b)	District Allowances	
		NSW border to Dalgety	1.28 p/d
32	25.33(c)	District Allowances	
		Road and bridge construction and repair	0.41 p/d
33	25.34	Pneumatic tools - stonemason	2.89 p/d
34	25.35	Asbestos Eradication	1.78 p/h
35	25.36	Laser safety officer	2.19 p/d
36	25.37	Illawarra road and general construction	0.53 p/h
37	25.38	Suspended Perimeter Work Platform	0.81 p/h
38	25.39	Labourers on refractory brickwork	3.96 per call back
39	25.40	First Aid Allowances	
		Minimum qualification	2.26 p/d
		Higher qualification	3.56 p/d

P. J. SAMS *D.P.*

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(129)

SERIAL C6365

CLERICAL EMPLOYEES IN METROPOLITAN NEWSPAPERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(No. IRC 3470 of 2005)

Before Commissioner Murphy

15 July 2005

VARIATION

1. Delete subclause (xviii) of clause 6, Classification Structure and Wages, of the award published 29 October 1999 (311 I.G. 823) and insert in lieu the following:

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

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

PART B

MONETARY RATES

Table 1 - Wages

The following minimum rates of wages shall take effect from 15 July 2005.

(i) Adults

Grade	Weekly Rate pre SWC 2005 \$	SWC 2005 \$	Weekly Rate \$
1	506.60	17.00	523.60
2	527.50	17.00	544.50
3	561.20	17.00	578.20
4	602.90	17.00	619.90
5	663.50	17.00	680.50

(ii) Provided that:

- (a) No employee employed as at 12 March 1998 is to receive less pay a result of regrading under this award. In the event that such regrading results in a lower grading, the present salary is to be maintained until overtaken by award increases.
- (b) Over-award payments may be absorbed into any increase arising under this award.

(iii) Juniors

The minimum rates of wages per week for junior employees shall be as follows:

Computer Operators -

Age	Former Weekly Rate \$	SWC 2005 %	Weekly Rate \$
At 17 years of age	267.05	3	275.05
At 18 years of age	329.95	3	339.85
At 19 years of age	377.15	3	388.45
At 20 years of age	445.25	3	458.60

All other junior employees -

Age	Former Weekly Rate \$	SWC 2005 %	Weekly Rate \$
Under 17 years of age	200.45	3	206.45
At 17 years of age	250.90	3	258.45
At 18 years of age	307.55	3	316.80
At 19 years of age	348.75	3	359.20
At 20 years of age	410.35	3	422.65

Table 2 - Other Rates And Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	6(xi)(a)	Saturday Loadings: Adults	14.90
		Employees under 21 years of age	10.10
2	12(iii)(b)	Meal Allowance (Shift Worker)	10.55
3	15(i)(a) and (b)	Meal Allowance (Day Worker)	10.55
4	27	First-aid Allowance	8.70

3. This variation shall take effect from the first full pay period to commence on or after 15 July 2005.

J. P. MURPHY, Commissioner

COMMUNITY PHARMACY (STATE) AWARD 2001

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C6340 published 15 February 2008

(364 I.G. 1210)

(No. IRC 1607 of 2007)

CORRECTION

1. Delete subclause 30.3 of clause 30, Bereavement Leave, and substitute the following:
 - 30.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in 29.1.3(b), provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.

G. M. GRIMSON *Industrial Registrar.*

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(1511)

SERIAL C6565

**CONSERVATION FIELD OFFICERS DEPARTMENT OF LANDS,
DEPARTMENT OF WATER AND ENERGY, DEPARTMENT OF
ENVIRONMENT AND CLIMATE CHANGE AND STATE WATER
CORPORATION AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1683 of 2007)

Before Commissioner Ritchie

23 April 2008

REVIEWED AWARD

Clause No. Subject Matter

PART A

1. Title of Award
2. Incidence and Duration
3. Definitions
4. Parties
5. Supersession
6. Objectives of Award
7. No Extra Claims
8. Contract of Employment
9. Classifications and Rates of Pay
10. Hours of Work
11. Overtime
12. Rostered Days Off
13. Leave
14. Allowances to Reimburse Expenses
15. Inclement Weather
16. First-Aid and Health and Safety Issues
17. Work Apparel
18. Tools and Protective Clothing
19. Settlement of Disputes
20. Anti-Discrimination
21. Counselling and Discipline
22. Contractors' Protocol
23. Agreed Procedures for Market Testing and Contracting Out
24. Ongoing Award Review
25. Deduction of Union Membership Fees

PART B

MONETARY RATES

- Schedule 1 - Wage Rates
- Schedule 2 - Competency and Grading Alignment
- Schedule 3 - Allowances

PART A

1. Title of Award

This Award, made pursuant to Part 1, Division 1, clause 10 of the *Industrial Relations Act* 1996, shall be known as the Conservation Field Officers Department of Lands, Department of Water and Energy, Department of Environment and Climate Change and State Water Corporation Award.

2. Incidence and Duration

- 2.1 This Award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Conservation Field Officers Department of Lands, Department of Infrastructure, Planning and Natural Resources and State Water Corporation Award published 13 May 2005 (330 I.G. 1090) and all variations thereof.
- 2.2 The changes made to the Award pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 23 April 2008.
- 2.3 This Award remains in force until varied or rescinded, the period for which it was made having already expired.

3. Definitions

- (i) "Conservation Field Officer" means an employee of the Departments or the Corporation engaged before the making of this Award in one of the classifications of:

Mechanical Tradesperson
Fitter
Electrician
Plant Electrician
Painter
Carpenter
Plumber
Welder
Plant Operator
Crane Operator
Tractor Operator
Transport Driver
Labourer
Machineman
Driller
Cableway Operator
Dogman
Bore Gaugers Assistant
Construction Worker (General)
Rigger
Driller
Drill Operator
Pegman
Ganger
Surveyors Field Hand
Farm Assistant
Sand Drift Worker
Nursery Horticulturalist
Cleaner
Security Officer
General Service Officer
Canteen Worker

Earthmoving Operator

or who after the date of operation of this Award were appointed as Conservation Field Officers but does not include any person who resigned or was terminated prior to that date.

- (ii) "Temporary employee" means an employee engaged for a specific period or for a specific project.
- (iii) "The Departments or the Corporation" means the New South Wales Department of Lands, the New South Wales Department of Water and Energy, the New South Wales Department of Environment and Climate Change and the State Water Corporation.
- (iv) "Casual employee" means an employee engaged for a limited duration and paid on an hourly basis who receives a casual loading in lieu of all paid leave entitlements, including payment for public holidays
- (v) "Part-time employee" means an employee, subject to the provisions of Part 5 of the *Industrial Relations Act 1996*, who is engaged for less than 38 hours per week and who receives the same range of entitlements as a full-time employee, including sick leave and annual leave, but on a pro rata basis in proportion to the hours worked. Part-time employees do not receive a casual loading.
- (vi) "Reasonable time limits" means sufficient time for all parties to familiarise themselves with the nature of the perceived problems taking into consideration the isolated situation in which these employees work.
- (vii) "Australian Recognition Framework (ARF)" means the national recognition of vocational education and training developed by the Australian National Training Authority.
- (viii) "Australian Qualification Framework (AQF)" means the certification system established under the Australian Recognition Framework (ARF).

4. Parties

The parties to this Award are:

- (i) The Australian Workers' Union, New South Wales Branch.
- (ii) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union.
- (iii) Electrical Trades Union.
- (iv) Construction, Forestry, Mining and Energy Union.
- (v) Liquor, Hospitality and Miscellaneous Workers Union.
- (vi) Plumbers and Gasfitters Union.
- (vii) Transport Workers' Union
- (viii) The Director-General Department of Lands, Director-General Department of Water and Energy, Director-General Department of Environment and Climate Change and the General Manager, State Water Corporation.

covering all Conservation Field Officers as defined in subclause 3(i) employed in the Departments or the Corporation.

The terms and conditions of this Award replace in to the terms and conditions of the:

Surveyors Field Hands (State) Award

Gangers (State) Award

General Construction and Maintenance, Civil and Mechanical, Engineering, etc.. (State) Award, with the exception that clause 25, Compensation for Travel Patterns, etc., will continue to apply where appropriate.

Plant Operators on Construction (PWD, etc) Award

Crown Employees (Transport Drivers, etc.) Award

Crown Employees (Skilled Tradesmen) Award

Bore Gaugers and Assistants Agreement 5317 of 1977

Farm Assistants, Soil Conservation Service Agreement 2310 of 1981

Department of Conservation and Land Management Skilled Trades, etc. (Rates of Pay) Enterprise Agreement EA 146 of 1995

and all variations thereto, in so far as they apply to employees within the Departments or the Corporation.

6. Objectives of Award

- (i) The parties acknowledge that the Award is directed towards high quality and efficient services to the community and to the Departments' and the Corporation's customers.
- (ii) The parties acknowledge that the Award seeks to enhance the image and profile of the Departments and the Corporation.

These objectives will be achieved through:

- (a) The review of current work practices to ensure that they are customer-focused and maximise the efficient and effective use of resources.
- (b) The acceptance of change and commitment to continuous improvement and productivity by both the management of the Departments or the Corporation and its Conservation Field Officers.
- (c) The development of an organisation based upon teamwork, flexibility, competence and opportunities for organisational and personal development.
- (d) The review of current work patterns leading to more flexible working arrangements which better meet staff and customer needs.
- (e) Achievement of these objectives is expected to deliver savings in operating costs and genuine productivity gains and the parties agree that the savings arising out of achievement of those objectives will be shared with staff and will be reflected in the rates of pay prescribed under clause 9.

7. No Extra Claims

The parties agree that they will not pursue any further claims relating to the matters covered by this Award, provided that this Award may be varied during its term in accordance with section 17 of the *Industrial Relations Act 1996*.

8. Contract of Employment

8.1 Weekly Employment

- (i) Full-time and part-time employees shall be engaged by the week. An employee's engagement may be terminated by either the employee or the employer providing one week's notice in writing

or by payment or forfeiture, as the case may be, of one week's wage in lieu of notice, provided that, in the case of misconduct, an employee's engagement may be terminated without notice.

- (ii) Casual employees are engaged by the hour and the engagement of a casual employee may be terminated without notice.

8.2 Pay Period

Ordinary pay shall be paid for the current fortnight. Adjustments for overtime, penalties and allowance will be paid either currently or a fortnight in arrears.

8.3 Payment Method

Wages shall be paid via Electronic Funds Transfer (EFT) into a bank or other account, except in cases where this is not possible, in which case payment will be made by cheque.

8.4 Pay Advice

Before or at the time of payment of wages, each employee shall be issued with a docket showing at least the gross amount of salary and the details of any deductions made from the employee's earnings, in accordance with section 123 of the *Industrial Relations Act 1996*.

8.5 Payment on Termination

When an employee is terminated by the Departments or the Corporation, the employee shall be paid all of the wages due at the time of the employee's termination on or before the employee's next normal pay day.

9. Classifications and Rates of Pay

9.1 Rates of Pay

- (i) The minimum weekly rates for full-time employees covered by this Award are as provided in Schedule 1.
- (ii) Should there be a variation to the Crown Employees Wages Staff (Rates of Pay) Award 2007, or an Award replacing it, during the term of this Award, by way of a wage increase or some other benefit, this Award will be varied to give effect to any such wage increase, or other benefit, with effect from the operative date of the variation, or the replacement Award.

9.2 Rates of Pay for Casual Employees

Casual employees will be paid per hour at the rate of 1/38th of the applicable weekly rate for a full-time employee at the same classification level plus, subject to the provisions of clause 12:

- (i) for ordinary hours of work, a casual loading of 24.6%, in compensation for the disadvantages of casual work and in lieu of all paid leave entitlements, including annual leave (where 24.6% is the cumulative percentage obtained by applying a 15% casual loading and then applying a 8.33% loading in lieu of annual leave);
- (ii) for overtime hours, a casual loading of 15%, in compensation for the disadvantages of casual work, with the hourly rate so obtained then being used as the ordinary rate of pay for the calculation of overtime;

provided that casual employees will be paid for a minimum of 4 hours for each engagement.

9.3 Rates of Pay for Part-time Employees

Permanent part-time employees will be paid a weekly rate determined by the following formula:

$$\text{applicable rate for full-time employee at} \quad \times \quad \frac{\text{(weekly hours of the part-time employee)}}{38}$$

at the same classification level

9.4 Classification of Employees

The classification of an employee will be determined by the level of responsibility and skill that the employee is required to exercise. The responsibilities and skills required to be exercised at each level in the classification structure are defined in Schedules 1 and 2.

9.5 Purpose of Classification Structure

The classification structure is designed to:

- (i) recognise competencies achieved and used;
- (ii) group all staff covered by this Award into one of several (excluding trainees/apprenticeship) levels ;
- (iii) allow for career progression based on acquisition and use of competencies as defined in subclause 9.4.

9.6 Supervision

Where an employee is required to supervise the work of other employees, they shall be paid the appropriate allowance according to Schedule 3. Provided that CFO Grade 5 and above will only be paid the allowance when supervising employees at their same level.

9.7 Classification Review Committee

The SBU shall establish a subcommittee to review applications for re-grading based on competency acquisition and use. Subject to subclause 9.8, notification of the results of the review by the subcommittee to the appropriate staff salaries section will be sufficient to regrade the position and the occupant.

9.8 Disagreements about Classification Levels

Any disagreement about the classification level in which an employee is placed will be processed using the dispute procedures contained at clause 19.

9.9 Higher Duties

When Conservation Field Officers are required to perform the duties and assume the responsibilities of a higher remunerated position, they shall be paid the appropriate higher duties allowance in accordance with the provisions of clause 34 of the Public Sector Employment and Management (General) Regulation 1996 with the additional provision that it be paid after one day.

10. Hours of Work

10.1 Ordinary Hours of Work

Subject to subclauses 10.2 and 10.3:

- (i) The ordinary hours of work for all employees, other than casual employees, covered by this Award, shall be 8 hours per day worked over 57 days of each 12-week cycle.
- (ii) The standard span of hours will be between 6.00 a.m. and 6.00 p.m. on each working day Monday to Friday.

10.2 Variation of Ordinary Hours of Work

- (i) The standard span of hours may be varied by mutual agreement between the Departments or the Corporation and the majority of affected employees in a particular group, region, district or section to suit operational needs.
- (ii) Ordinary hours of work may extend up to 10 hours on any one day.

10.3 Part-time Hours

Employees may work on a part-time basis, subject to the provisions of Part 5 of the *Industrial Relations Act 1996*, provided that:

- (i) the ordinary hours of duty are agreed between the employee concerned and the Departments or the Corporation and fall within the same span of hours as applies or would apply to a full-time employee undertaking the duties concerned ;
- (ii) the ordinary working hours are fixed at not less than 4 hours per day worked; and
- (iii) the Departments or the Corporation will inform the relevant Union of the hours fixed for part time employees. The Union shall have 7 working days from the date of being advised to object to the agreement through the dispute procedures prescribed by clause 19. The Union will not unreasonably object to an agreement under this subclause.

11. Overtime

11.1 Overtime Definition

Overtime is that time an employee is directed and authorised to work which is either:

- (a) in excess of 501 hours per settlement period ; and/or
- (b) outside the span of hours, as established for each employee under clause 11.

Overtime will only be payable for time on duty at the worksite (notwithstanding the provisions of subclause 14.3).

11.2 Employees to Work Reasonable Overtime

- (i) Subject to paragraph 11.2(ii), an employer may require an employee to work reasonable overtime at overtime rates.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.

For the purposes of this subclause, what is unreasonable or otherwise will be determined having regard to:

- (a) any risk to employee health and safety;
- (b) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study commitments;

- (c) 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;
- (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (e) any other relevant matter.

11.3 Overtime Rates

Overtime will be paid for at the rate of time and a half for the first 2 hours and thereafter at double time, to be calculated on the basis of each completed unbroken period of overtime; provided that double time will be paid for all work performed on Sundays and double time and a half shall be paid for all work performed on public holidays.

11.4 Minimum Periods

An employee who works overtime:

- (i) on a Saturday, Sunday or public holiday; or
 - (ii) by being recalled after leaving work, prior to their next scheduled period of ordinary time duty,
- shall be paid for no less than 4 hours' work, at the appropriate rate.

11.5 Break from Duty

Following completion of overtime, an employee shall either:

- (i) be released from resuming ordinary duty for an unpaid period of 10 consecutive hours, excluding travel; or
- (ii) if required to resume or continue working without having had an unpaid break of 10 consecutive hours, excluding travel, be paid at the rate of double time until such a break is given.

Provided that, if the provision of an unpaid break under this subclause results in an employee performing less than 38 ordinary hours of duty in a week (paid at either ordinary or any other loaded rate), then any shortfall shall be paid at ordinary rates.

11.6 Meal Breaks

- (i) Employees who have not been afforded a meal break of at least 30 minutes in duration, commencing by 1.00 p.m., shall be paid overtime rates for all time worked between 1.00 p.m. and the time when they do receive a meal break of no less than 30 minutes.
- (ii) Employees working overtime will be entitled to a paid meal break of 30 minutes:
 - (a) after working 2 hours' overtime following the completion of a full period of ordinary time, where more than 2 hours' overtime is required ;
 - (b) after working every 4 hours' overtime without a meal break; and
 - (c) where overtime on a Saturday, Sunday or public holiday continues after 12.00 noon, the break will occur between 12 noon and 1.00 p.m.

11.7 Meal Allowance

Employees who are directed to work overtime and who, through insufficient notice, need to buy meals shall be paid a meal allowance for any meal break for which they are entitled under paragraph 11.6(ii) at the rates specified in Schedule 3.

For the purposes of this subclause, sufficient notice will be 12 hours prior to commencement of overtime or such lesser period as is reasonable in the circumstances.

12. Rostered Days Off

12.1 Entitlement

- (i) An employee's ordinary hours will be worked on no more than 57 days in each 84-day cycle, Monday to Friday, with 3 days in each period being regarded as a rostered day off (RDO). Each day of paid leave taken and any public holidays occurring during any cycle of 4 weeks shall, for the purposes of this paragraph, be regarded as a day worked.
- (ii) An employee who has not worked 57 days in a complete 84-day cycle shall receive pro rata accrued entitlements for each day worked (or for each fraction of a day worked), payable for the rostered day off or, in the case of termination of employment, on termination.

12.2 Scheduling RDOs

- (i) An employee's RDO will be scheduled in advance of each cycle in which it occurs, taking into account the interests of employees and ensuring that the Departments' or the Corporation's operational needs are met having regard to seasonal, climatic and workload factors.
- (ii) With a minimum of 12 hours' notice to affected employees and without penalty to the Departments or the Corporation, RDOs may be rescheduled to satisfy operational needs. Agreed substitute RDOs are to be provided by mutual agreement and may only be deferred under circumstances of emergency.

12.3 Accumulating RDOs

- (i) Employees may accumulate (bank) up to 10 RDOs. Employees will be given an opportunity to take their accumulated RDOs at a time convenient to both the employee and the Departments or the Corporation prior to the end of February in each calendar year.
- (ii) Employees may take their accumulated RDOs by agreement with the appropriate manager:
 - (a) consecutively to a maximum of 10 days; or
 - (b) by working 9-day fortnights; or
 - (c) by a combination of these 2 methods.

Employees may agree with their manager to defer taking some of their accumulated RDOs, provided that RDOs are not forfeited and provided that no more than 10 RDOs are accumulated at any one time.

- (iii) Once scheduled, the only circumstances in which a "banked" RDO will be required to be worked is fire or similar state of emergency.

13. Leave

13.1 General Provisions

The Departments and the Corporation shall be bound by the provision of the Uniform Leave Conditions for Ministerial employees, subject to the amendments and additions specified in this clause.

13.2 Sick Leave

- (i) Sick leave will accrue on a calendar year basis, with the full annual entitlement being available from 1 January each year for staff employed as of that date.
- (ii) New employees who commence after 1 January will receive a pro rata credit for that proportion of the calendar year remaining. Sick leave taken during the first 3 months of employment will only be paid upon the completion of 3 months' service and following one month's continuous service without the taking of any sick leave, up to a maximum entitlement of 15 days' paid sick leave per annum.
- (iii) Unused sick leave entitlements will accrue, in accordance with Ministerial Leave Conditions.

13.3 Parental leave

13.3.A Parental leave for casual employees

- (i) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (ii) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

13.3.B Communication during Parental Leave

- (i) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (a) make information available in relation to any significant effect the change would have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph 13.3.4.1 above.

13.3.C Right to request

- (i) An employee entitled to parental leave may request the employer to allow the employee:
 - (a) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks

- (b) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months
- (c) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

- (ii) The employer shall consider the request having regard to the employer's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the organisation's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (iii) The employee's request and the employers decision made under 13.3C (i)(b) and 13.3C (i)(c) must be recorded in writing.
- (iv) Where an employee wishes to make a request under 13.3C(i)(a), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

13..4 Personal/Carer's Leave

13.4A. Use of Sick Leave

- (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in section 13.4A(iii)(b), shall be entitled to use, in accordance with this subclause, any sick leave accruing from 1 January 1998 in terms of subclause 13.2 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.
- (ii) The employee shall, if required, establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (a) the employee being responsible for the care of the person concerned; and
 - (b) the person concerned being:
 - (1) a spouse of the employee; or
 - (2) a de facto spouse who, in relation to the employee, is a person of the opposite sex to the employee who lives with the employee as the husband or wife of the employee on a bona fide domestic basis although not legally married to that person; or
 - (3) 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
 - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (5) a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:

- I. "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
- II. "affinity" means a relationship that one spouse because of marriage has to the relatives of the other; and
- III. "household" means a family group living in the same domestic dwelling.

- (iv) 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 the absence.

13.4.B Use of Annual Leave

An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

13.4.C Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in section 13.4A(iii)(b) who is ill.

13.4.D Personal Carers entitlement for casual employees

- (i) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in clause 13.4A(iii)(b) of the Award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

This entitlement is subject to the evidentiary requirements set out below in (iv), and the notice requirements set out in (v).

- (ii) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (iii) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- (iv) The casual employee shall, if required,
 - (a) 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, or
 - (b) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, a casual employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

- (v) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

13.4.E Bereavement entitlements for casual employees

- (i) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause (iii)(b) of Clause 13.4C Personal/Carers Leave.
- (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. 2 days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

13.5 Annual Leave

- (i) An employee may elect, with the consent of the employer, to take annual leave not exceeding 10 days in single-day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (ii) Access to annual leave, as prescribed in subparagraph 13.5(i), shall be exclusive of any shutdown period provided for elsewhere under this Award.
- (iii) Where applicable, an employee and employer may agree to defer payment of annual leave loading in respect of single-day absences until at least 5 consecutive annual leave days are taken.

13.6 Time Off in Lieu of Payment for Overtime

- (i) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
- (iii) If, having elected to take time as leave in accordance with subparagraph 13.6(i), the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
- (iv) Where no election is made in accordance with subparagraph 13.6(i), the employee shall be paid overtime rates in accordance with the Award.

13.7 Make-up Time

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.

13.8 Public Holidays

Payment (to the extent which would ordinarily have been paid had the day been a working day) shall be made for the following days:

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

whenever celebrated, and all other gazetted holidays proclaimed to operate throughout the State of NSW.

13.9 Union Picnic Day

- (i) The picnic day will be held during the Christmas - New Year period.
- (ii) All employees will, as far as practicable, be given and will take this day as picnic day and shall be paid therefore as for 8 hours' work at the rates of pay prescribed in this Agreement.

13.10 Recreation Leave Management

- (i) At least 2 consecutive weeks of recreation leave shall be taken by an employee every 12 months, except by agreement in special circumstances.
- (ii) When an employee has achieved an accrual of 30 days' recreation leave (maximum accrual without review is 40 days), their manager or supervisor will discuss the management of that accrued recreation leave with the employee, so that it may be taken at a time which suits the operational needs of the Departments or the Corporation and the needs of the individual.

14. Allowances to Reimburse Expenses

14.1 Reimbursement of Meal Allowances - No Overnight Stay

Expenses incurred by employees when they are directed to travel on official business, including outside their normal working hours, without having to remain away from home base overnight and where meals are not provided by the employer, will be reimbursed to the level specified under this subclause. This entitlement to reimbursement is in lieu of any allowances which may otherwise apply under subclause 11.7. Receipts will not be required to substantiate meal expenditures claimed up to the levels set out in Schedule 3.

14.2 Reimbursement for Accommodation and Meals - Overnight Stay

- (i) Where the employee is required to stay overnight and accommodation is not provided by the employer, the employee will be paid the actual cost of living expenses upon production of receipts plus a daily margin as per Schedule 3.
- (ii) Where the employee is required to stay overnight and accommodation is provided by the employer, the employee will be paid the daily margin as per Schedule 3.

14.3 Travelling Time

- (i) Time spent travelling on official business during ordinary hours of work is regarded as on duty and is comprehended within an employee's minimum rate of pay as prescribed by clause 10. Time spent travelling on official business outside ordinary hours will attract additional payment or compensation, at the employee's ordinary rate of pay, i.e. single time.
- (ii) Where an employee is required to commence and/or finish work at a temporary work location, that is, not at their normal depot or workshop, they may be required to travel up to 20 minutes each way in their own time. Any time spent travelling beyond 20 minutes will be compensated at the employee's ordinary rate of pay, i.e. single time.

14.4 Camping Expenses

- (i) The employer may elect to provide camping facilities for which a camping allowance is paid. The camping allowance is as prescribed in Schedule 3.

- (ii) Where the employee is required to camp and camping facilities are not provided by the employer in accordance with paragraph 14.4.(i), the camping equipment allowance prescribed in Schedule 3 shall be paid.

15. Inclement Weather

Definition

For the purposes of this clause, "inclement weather" means wet weather or abnormal climatic conditions such as hail, cold, high winds, severe dust storms, extreme high temperature or any combination thereof.

15.1 Continuation of Work

Appropriate functions can be carried out in inclement weather conditions, provided protective clothing of an agreed standard is issued. Decisions on working in inclement weather will rest with the supervisor after consultation with the staff affected and consistent with sound occupational health and safety principles:

16. First-Aid and Health and Safety Issues

- (i) Where practicable, no less than one of the employees in each work group shall have a recognised qualification in first-aid.
- (ii) A standard first-aid kit shall be provided and maintained by the employer on all worksites to which this Agreement applies.
- (iii) In the event of any serious accident, happening or serious sickness occurring to any employee whilst at work, in the camp or going to or from the camp, the employer shall provide transport facilities to the nearest hospital or doctor at its expense.
- (iv) Any employee who is appropriately qualified and is appointed by the employer to perform first-aid duty to any work group shall be paid a first-aid allowance in accordance with Schedule 3.

17. Work Apparel

The employer will issue, free of cost to staff, the following work apparel:

Item	Number
Trousers	4
Shirt (long/short sleeves)	4 (any combination)
Wool jumper	1
Jacket	1

One pair of overalls may be substituted for any pants/shirt combination.

2 sweat shirts may be substituted for the woollen jumper.

When requested by Workshop staff, up to 2 pairs of shorts may be substituted for up to 2 pairs of (long) trousers (to be worn under overalls)

Work apparel will be replaced on a fair-wear-and-tear, new-for-old-exchange basis.

It is a condition of employment that staff must wear the work apparel that is issued to them by the employer whilst on duty.

Staff will be responsible for the cost of laundering and maintenance of work apparel issue to them.

18. Tools and Protective Clothing

- (i) All tools required by employees shall be provided free of charge by the employer.
- (ii) The employer shall supply and the employee will wear, where appropriate, protective equipment and clothing as required by the *OH&S Act 2000* and Regulations as amended, e.g. hats, eye protection, overalls, etc.
- (iii) Protective equipment and clothing remains the property of the employer and, on resignation, retirement or dismissal, will be returned to the employer, if requested.
- (iv) An employee whose protective equipment and clothing is worn, spoiled or damaged due to the circumstances of their employment shall have the clothing replaced at no cost to the employee.

19. Settlement of Disputes

In accordance with the provisions of section 14 of the *Industrial Relations Act 1996*, the undermentioned procedures shall be applied in the settlement of disputes:

- (i) Reasonable time limits as defined in clause 3.vi must be allowed for discussion at each level of authority.
- (ii) The employee, employees or their representatives are required to notify the Departments or the Corporation (the supervisor in the first instance) (in writing or otherwise) as to the substance of the grievance/dispute, requesting a meeting with the Departments or the Corporation (Supervisor) for initial discussions and stating the remedy sought.
- (iii) Where a dispute arises in a particular section which cannot be resolved between the employees or their representative and supervising staff, it shall be referred to the Departments' or the Corporation's Industrial Relations Co-ordinator or other nominated officer who may arrange for the matter to be discussed with the Union or Unions concerned.
- (iv) Failing settlement of the issue at this level, the matter should be referred to senior management. If the matter remains unresolved and if appropriate, the assistance of an officer of the Public Employment Office may be requested by the Departments or the Corporation.
- (v) If the matter remains unsolved, it should be referred to the Industrial Relations Commission under section 130 of the *Industrial Relations Act 1996*.
- (vi) Whilst these procedures are continuing, no stoppage of work or any form of limitation of work (excepting safety-related issues) shall be applied.

20. Anti-Discrimination

- 20.1 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.
- 20.2 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.
- 20.3 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.

20.4 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.

20.5 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.

- (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."

21. Counselling and Discipline

This clause shall not apply where the actions and/or behaviour of an employee are such as to constitute grounds for dismissal in accordance with subclause 81.

21.1 Early Intervention and Informal Counselling

- (i) Poor performance should be dealt with as performance difficulties are identified. For example:
 - (a) agreed goals and targets are not achieved within a reasonable or agreed time;
 - (b) agreed tasks are not performed; or
 - (c) identified skills required are not demonstrated.
- (ii) Informal counselling by the manager/supervisor of the employee should only occur under the following conditions:
 - (a) The employee is given reasonable notice of the proposed informal counselling session and the purpose of the session.
 - (b) The manager/supervisor should confine the counselling session to work performance, informing the employee of identified deficiencies in their performance by reference to the employee's work plan. The employee should be given the opportunity to respond to this information, which may or may not resolve the problem. If unresolved, the manager/supervisor will verbally, and in writing, confirm the work performance issues requiring improvement, the targets to be achieved, and the timeframe. The employee will also be informed of the next steps to be followed if improvements to work performance are not achieved within the required timeframe.
 - (c) If possible, the outcome of informal counselling should be agreed by the employee and their manager/supervisor. If the employee disagrees with the manager/supervisor's views on their work performance and/or proposals to improve work performance, they are to be informed of their right to use the agency's grievance and dispute resolution procedures.

- (d) Resolution of the employee's grievance or dispute may result in the following:
- no further action in regard to the employee's work performance; or
- implementation of informal counselling outcomes; or
- formal counselling if the level of poor work performance cannot be effectively managed by informal counselling or the staff member refuses to accept informal counselling outcomes; or
- administrative action if the work performance has been caused by organisational, personal or external factors.
- Early and effective information counselling in most areas will address work performance problem and inform the employee that poor work performance is unacceptable.

21.2 Formal Counselling and Development of a Performance Improvement Plan

- (i) Formal counselling would normally be required in situations where:
- (a) performance is still poor after informal supervisory counselling;
- (b) the poor performance is beyond the scope of informal supervisory counselling;
- (c) the poor performance exists at a formal feedback point in the annual cycle of performance assessments; or
- (d) poor performance exists at the end of a probationary period.
- (ii) A formal counselling session would normally be the responsibility of the employee's line manager and conducted:
- (a) at a predetermined time and location;
- (b) with the employee having received adequate written notice of the purpose of the session, who will be in attendance, the poor work performance issues to be canvassed, proposed strategies to address poor work performance, consequences of continued poor performance and the purpose of a performance improvement plan;
- (c) in accordance with the agenda. If there is no identified organisational, personal or external factors or deficiencies that can be attributed to the poor work performance, an agreed documented performance improvement plan should be developed by the manager/supervisor and employee;
- (d) with a support person in attendance (such a Union delegate or colleague) if desired by the employee.

The performance improvement plan should include agreed dates for progress reviews and be signed by the manager/supervisor and employee.

The employee's rights in relation to formal grievance and dispute resolution procedures should be maintained which, depending on the outcome, may result in:

- (a) no further action in regard to the employee's work performance; or
- (b) implementation of formal disciplinary action if the employee has not good cause or reason to accept formal counselling; or

- (c) alternative administrative action if the poor work performance is the result of organisational, personal or external problems.
- (iii) At the end of a formal counselling session, the employee and their manager/supervisor should be fully aware of the future management of the employee's work performance.
- (iv) This information should be summarised in the formulation of a performance improvement plan. The performance improvement plan should be signed and a time agreed for the follow-up meeting. A copy should be given to the employee.

21.3 Follow-up Review of the Performance Improvement Plan

- (i) At the agreed date, the supervisor and employee should review the employee's performance and the remedial action taken as a result of the performance improvement plan.
 - (ii) Where it is agreed that the performance is satisfactory, this should be documented and future performance should continue to be assessed through the normal feedback cycle of the performance management system. However, consideration should be given to setting an interim date for further counselling to assist the employee if required.
 - (iii) If the employee has failed to improve performance at the agreed date, the supervisor should consider further action including:
 - (a) extension of the review period;
 - (b) transfer to another location at an equivalent grade;
 - (c) use of sanctions; and
 - (d) disciplinary action.
- (i) As in the previous counselling session, the principles of maintaining accurate records, informing those involved and allowing adequate preparation time should be followed.
 - (ii) Any decision or recommendation made should be conveyed to the employee in writing and include:
 - (a) the decision or recommendation;
 - (b) a summary of the procedure to date and the basis for the decision;
 - (c) the consequence of the decision and, if applicable, the legislative basis under which any further action is being taken; and
 - (d) advice on how to access further information and assistance if required.
 - (i) Where consideration is being given to either extension of the review period, or transfer, the matter should be discussed with the employee and agreement to proceed sought. Otherwise, the agency's grievance and dispute resolution mechanism could be utilised. Failure to agree does not in itself preclude the proposed course of action but should raise serious doubts about the potential for success.

21.4 Use of Sanctions

- (i) If performance remains poor after the formulation and review of the performance improvement plan, it may be appropriate to consider the use of sanctions. The use of sanctions is intended to

bring about an improvement in the performance of an individual. Sanctions must be related to work performance only. They may include the following:

- (a) extension of probation period;
 - (b) cancellation of increment;
 - (c) cancellation of flex time; and/or
 - (d) cancellation of access to study leave provisions.
- (ii) Intended or actual use of any sanction must be approved at the appropriate managerial level and documented both in a written statement to the staff member and in the revised performance improvement plan.

21.5 Disciplinary Action

- (i) Disciplinary action may be appropriate where performance remains poor despite 2 opportunities to reach a satisfactory level.
- (ii) Where consideration is being given to disciplinary action, the procedures contained within the *Public Sector Employment and Management Act 2002* and Regulation should be followed. Additional guidance is contained in the Personnel Handbook.

22. Contractors' Protocol

Where work is to be carried out by contract, including subcontract, the Department or the Corporation will:

- (i) ensure that all tenders are properly scrutinised to ensure that prospective tenderers would, if successful, be paying Award rates, providing Award conditions and complying with other statutory provisions and the Departments' or the Corporation's specified standards, including but not limited to safe working procedures.
- (ii) on being advised or otherwise becoming aware that a contractor or subcontractor is not paying Award rates, providing Award conditions or complying with any other statutory provisions, the Departments or the Corporation will take necessary action to ensure that the situation is rectified. Should the contractor or subcontractor continue to breach the provision, then appropriate action, including termination of contract, will, if appropriate, be implemented.

23. Agreed Procedures for Market Testing and Contracting Out

Where work is presently carried out by the Departments' or the Corporation's wages staff, the parties agree that the Government's policy on Service Competition will be observed.

24. Ongoing Award Review

- (i) A Single Bargaining Unit (SBU) will be established to monitor the viability of this Award and ensure adherence to the terms contained herein.
- (ii) The appropriateness of this Award and the clauses contained within to the Departments or the Corporation and the Unions will be reviewed by the SBU continually while this Award is operating.
- (iii) This Award will continue to operate after its nominal expiry date unless the Departments or the Corporation or the Union provide one month's notice that it is to expire.
- (iv) The SBU will be responsible for initiating and formulating any amendments to be developed and approved to this Award or replacement Award.

(v) An Award developed by the SBU under subclause 24(iv) will replace this Award on:

- (a) the date of commencement of such Award; or
- (b) another date,

as agreed between the Departments or the Corporation and Unions.

25. Deduction of Union Membership Fees

- (i) 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.
- (ii) 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.
- (iii) Subject to subclauses 25(i) and 25(ii), the employer shall deduct Union fortnightly membership fees from the pay of any employee who is a member of the Union in accordance with the Union's rules, provided that the employee has authorised the employer to make such deductions.
- (iv) Monies so deducted from employee's pay shall be forwarded regularly to the Union together with the necessary information to enable the Union to reconcile and credit subscriptions to employees' Union membership accounts.
- (v) Unless other arrangements are agreed to by the employer and the Union, all Union membership fees shall be deducted on a fortnightly basis.
- (vi) Where an employee has already authorised the deduction of Union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

PART B

MONETARY RATES

Schedule 1 - Wage Rates

	01 July 2007 \$
Trainee	667.10
Grade I	695.40
Grade II	733.10
Grade III	772.10
Grade IV	793.70
Grade V	838.30
Grade VI	893.60
Grade VII	938.30

Schedule 2 - Conservation Field Officers Proposed Tasks/Competency and Grading Alignment

This document outlines the work undertaken by Conservation Field Officers and the appropriate units of competence (competency) that aligns with the work. The relevant tasks and competencies have been matched to the proposed grading structure.

Work groups have been established to assist all stakeholders to validate the proposed structure. The workgroups are:

Group 1	Farm Operations
Group 2	Water Operations
Group 3	Lands/Park Operations
Group 4	Dam Operations
Group 5	River Operations
Group 6	Fitters Operations
Group 7	Survey Field Operations
Group 8	Building Maintenance Operations
Group 9	Earthmoving Operations

The purpose of this document and format is to establish an understanding of the relationship between the work undertaken and the competency achieved and the level or grade at which that work will be recognised.

The competencies identified for each work group and grade are nationally endorsed units of competence. The units have been selected from various industry packages as examples of units of competence which reflect the work undertaken by the staff covered by the new consent Award. The selection of the competencies for each grade will be subject to ongoing review and replacement as the nature of work and technology changes. The identifying codes for each competency indicate the current source industry package. Example competencies have been accessed from packages which include:

- Rural Production, RTE03
- Amenity Horticulture, RTF03
- Conservation and Land Management, RTD02
- Water Industry, NWP01
- Asset Maintenance, PRM04
- Asset Security, PRS03
- Civil Construction, BCC03
- General Construction, BCG03
- Metal and Engineering Industry, MEM98
- Public Safety, PUA00
- Forest and Forest Products Industry, FPI99
- Extractive Industry, MNQ03
- Laboratory Operations, PML99
- Automotive Industry Retail, Service and Repair
- Business Services, BSB01
- Transport and Distribution, TDT02
- Sea Food Industry, SFI04
- Electrotechnology, UTE99
- Property Development and Management, PRD01
- National Public Services, PSP99

When reviewing the relevant section/s of this document, stakeholders need to confirm that the competencies are representative of the type of work carried out in their respective workgroups. The refinement of identifying the specific competencies to positions will be addressed in the transitional arrangements which will proceed outside the formal Award.

Following is the grading structure and the proposed task/competency alignments for each work group:

COMPETENCY/GRADING ALIGNMENT CONSERVATION FIELD OFFICERS

Trainee	Grade 1	Grade 2	Grade 3
<p>Entry/induction training to align with achieving Grade 2 competencies.</p>	<p>Achievement of a selected number of Entry Level competencies required.</p> <p>Competencies selected are a mix of generic and operational competencies applied in a narrow range of areas.</p> <p>This grade equates to about half of Grade 2 requirements.</p>	<p>Working at this level defines a competent Conservation Field Officer undertaking a moderate range of operational tasks.</p> <p>Completion of competencies at this level predominantly fit with to national certificate AQF Level.</p>	<p>Achievement of limited number of operational competencies selected from a higher level.</p> <p>Enables a worker to be recognised for specialisation which may not be required full-time.</p> <p>Reflects work undertaken mainly at Level 2 with some additional competencies from Level Grade 3.</p>
Grade 4	Grade 5	Grade 6	Grade 7
<p>Achievement of additional competencies required.</p> <p>Work at this level relates to the application of relevant theoretical knowledge and a range of well-developed skills.</p> <p>Predominantly equates with national certificate AQF Level 3.</p>	<p>Achievement of additional competencies required.</p> <p>Work at this level relates to the application of relevant theoretical knowledge and a range of well-developed skills. Some work is from a higher level.</p> <p>Predominantly equates to a higher positioned national certificate AQF Level 3.</p>	<p>Specialised competencies required to progress to this grade.</p> <p>Work undertaken at this level reflects a broad knowledge base, application of solutions to a defined range of broad unpredictable problems and skill in a range of areas with depth in some.</p> <p>Work at this level equates to AQF Level 4 and reflects the application of technical skills to a range of situations.</p>	<p>Specialised competencies required to progress to this grade.</p> <p>Provides recognition of advanced technical trade skills and or qualifications beyond those of Grade 6.</p> <p>Predominantly equates with to a higher positioned national certificate AQF Level 4.</p>

Trainee:

Entry/induction training to align with achieving Grade 2 competencies.

Completion of relevant induction training program to be confirmed in transitional arrangements.

Grade 1 Progression Criteria:

Achievement of a selected number of entry level competencies required.

Competencies selected are a mix of generic and operational competencies applied in a narrow range of areas.

This grade equates to about half of Grade 2 requirements.

The requirements for progression from Trainee to Grade 1 is the completion of the appropriate units (detailed in the relevant grading handbook) that reflect work recognised at this grade.

Grade 2 Progression Criteria:

Achievement of additional competencies required.

Working at this level defines a competent Conservation Field Officer undertaking a moderate range of operation tasks.

Completion of competencies at this level align to national certificate AQF Level 2.

The requirements for progression from Grade 1 to Grade 2 is the completion of the appropriate units (detailed in the relevant grading handbook) that reflect work recognised at this grade and the availability of work at the higher grading.

Grade 3:

Achievement of limited number of operational competencies selected from a higher level.

Enables a worker to be recognised for specialisation which may not be required full-time.

Reflects work undertaken between Grade 2 and Grade 4.

The requirements for progression from Grade 2 to Grade 3 is the completion of the appropriate units (detailed in the relevant grading handbook) that reflect work recognised at this grade.

Grade 4:

Achievement of additional competencies required.

Work at this level relates to the application of relevant theoretical knowledge and a range of well-developed skills.

Aligns to national certificate AQF Level 3.

The requirements for appointment to Grade 4 are the completion of the appropriate units (detailed in the relevant grading handbook) that reflect work recognised at this grade and the availability of work at the higher grading.

Grade 5:

Achievement of additional competencies required.

Work at this level relates to the application of relevant theoretical knowledge and a range of well developed skills. Some work is from a higher level

Aligns to higher national certificate AQF Level 3.

The requirements for appointment to Grade 5 are the completion of the appropriate units (detailed in the relevant grading handbook) that reflect work recognised at this grade and the availability of work at the higher grading.

Grade 6:

Achievement of additional competencies required.

Work undertaken at this level reflects a broad knowledge base, application of solutions to a defined range of unpredictable problems and skill in a broad range of areas with depth in some.

Aligns to national certificate AQF Level 4.

The requirements for appointment to Grade 6 are the completion of the appropriate units which reflect work recognised at this grade and the availability of work at the higher grading.

Grade 7:

Achievement of additional competencies required.

Provides recognition of advanced technical trade skills and or qualifications beyond those of Grade 6.

Aligns to higher level national certificate AQF Level 4.

The requirements for appointment to Grade 7 are the completion of the appropriate units which reflect work recognised at this grade and the availability of work at the higher grading

Schedule 3 - Allowances

Table A - Work Related Allowances

(Subject to variations to Schedule C of the Crown Employees Wages Staff (Rates of Pay) Award)

Clause No.	Description and Authority	Amount 1st pp after 1.7.07 \$
9.6	Supervision Allowance	34.60 per week
16	First Aid Allowance	2.55 per day

Table B - Expenses Related Allowances

(Subject to variations to Table 1 - Allowances of Part B Monetary Rates of the Crown Employees (Public Service Conditions of Employment) Award.

Clause No.	Description and Authority	Amount (wef 1.7.2007) \$
11.7	Meal Allowance (Overtime) Breakfast: where required to start work before 6.00 am Lunch: for overtime required to be worked after 1.30 pm on Saturdays, Sundays and public holidays Dinner: when required to work after 6.00 pm	22.60 22.60 22.60

14.1	Reimbursement of meal allowances - no overnight stay (Part day travel) Breakfast: when travel starts before 6.00 am Lunch: when employee unable to have lunch at normal workplace Dinner: when employee works and travels after 6.30 pm	18.05 20.65 35.60
14.2	Incidental Expenses Allowance when claiming actual expenses for overnight accommodation and meals or where accommodations provided by employer.	15.45 per day
14.4 (i)	Camping Allowance Established Camp Non established Camp Additional allowance in excess of 40 nights per annum	25.20 per night 33.35 per night 7.95 per night
14.4 (ii)	Camping equipment allowance Bedding and/or sleeping bag allowance	24.90 per night 4.15 per night

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (AUDIT OFFICE) AWARD 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1700 of 2007)

Before Commissioner Ritchie

21 April 2008

REVIEWED AWARD**PART A**

ARRANGEMENT

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Statement of Intent
4.	Parties
5.	Remuneration
6.	Transition Arrangements as at 1 January 2005
7.	Annual Remuneration Assessment - Audit Professionals Levels B And C, Corporate Professionals A, B And C
8.	Performance Management
9.	Flexible Work Practices
10.	Overtime
11.	Travel Time and Expenses
12.	Study Support
13.	Anti-Discrimination
14.	Industrial Dispute Settlement Procedure
15.	Deduction of Association Membership Fees
16.	Secure Employment
17.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Remuneration Bands

Table 2 - Audit Professional Level A Pay Points

Annexure 1 - Progression in Auditor 1 - 4 Financial Audit

Annexure 2 - Appointment of Staff to Positions in the New Structure on Transition

Annexure 3 - Remuneration Bands with Competency Zones

Annexure 4 - Other Flexible Work Practices

1. Title

This Award shall be known as Crown Employees (Audit Office) Award 2008.

2. Definitions"Act" means the *Public Sector Employment and Management Act 2002*.

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

"Auditor-General" refers to the person appointed to the position of Auditor-General as specified by the *Public Finance and Audit Act 1983*.

"Audit Office" means The Audit Office of New South Wales, a statutory authority established under the *Public Finance and Audit Act 1983*.

"Benchmarking" means the regular independent process of reviewing remuneration levels for each classification against market information from similar levels in the relevant market.

"Board" means the Office Executive of the Audit Office.

"Business Unit Leader" means an employee whose role is to lead a Business Unit of the Audit Office as determined by the Auditor-General.

"Classification" means a group of positions with common remuneration arrangements.

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

"Competency Zones" means the structure that will apply within each remuneration band for Audit Professional employees and Corporate Professional employees.

"Conditions Award" means the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 as varied or replaced.

"Corporate Professional" means employees who are employed at Corporate Professional Levels A, B or C.

"Director of Public Employment" has the same meaning as in the *Public Sector Employment and Management Act 2002*.

"Employee" means a person permanently or temporarily employed either as a full time or part time employee, in any capacity under the provisions of this Award, and includes a person on probation.

"Market Review" means the review of remuneration bands against market information based on information and analysis provided by an independent expert.

"Pay Points" means incremental remuneration levels within the Audit Professional Level A remuneration band.

"Percentile" means a point within a remuneration band expressed as a percentage of that band.

"Position Description" means the list of responsibilities and accountabilities attributed to each position.

"Professional Qualifications" means full membership of the Institute of Chartered Accountants in Australia or CPA Australia.

"Remuneration Assessment" means the process for determining remuneration levels for individual employees on a basis that fairly reflects their performance and contribution.

"Remuneration Band" means the range of remuneration between the minimum and maximum levels for a particular classification.

"Remuneration Committee" means a committee established by the Auditor-General to assess annual remuneration recommendations.

"Role" means the title given to groups of employees having similar responsibilities and accountabilities.

"Salaries Award" means the Crown Employees (Public Sector - Salaries 2007) Award, as varied or replaced.

"Service" means continuous service for remuneration purposes.

"Transition" means the processes involved in moving from positions and classifications immediately prior to the commencement of the Crown Employees (Audit Office) 2004 Award to those positions and classifications described in this Award.

"Transition remuneration" means remuneration as at 1 January 2005.

3. Statement of Intent

The purpose of the Award is to provide a framework that allows the Audit Office to meet its specific business needs as well as the needs of its employees. It also enables those employees to be appropriately rewarded for their contribution and provides flexibility in their employment arrangements and conditions. The Award was developed using a co-operative and consultative approach to negotiations by the parties.

4. Parties

The parties to this Award are:

The Audit Office of New South Wales

Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales on behalf of the employees of The Audit Office of New South Wales.

5. Remuneration

5.1 Basis for Calculating Remuneration

- (a) The basis for calculating remuneration for employees in the Audit Office is Total Employment Cost (TEC). Total Employment Cost is expressed as the total of base pay, Superannuation Guarantee Contribution and annual leave loading.

For employees in defined benefit superannuation funds the Superannuation Guarantee Contribution component will be deducted from TEC to determine salary, and the current employer superannuation contribution requirements will continue to be made as required.

- (b) Remuneration is inclusive of annual leave loading and previously paid skills shortage allowances. Therefore, the separate payment of annual leave loading and skills shortage allowances no longer applies.

5.2 Broad Remuneration Bands

This Award prescribes the Remuneration Bands for Audit Professional staff and Corporate Professional staff in Part B, Monetary Rates.

5.3 Variations to Remuneration Bands

- (a) In the Crown Employees (Audit Office) 2004 Award:

Remuneration bands applicable from 1 January 2005 were determined based on market benchmarking.

From the beginning of the first pay period to commence on or after 1 July 2005, the remuneration bands were increased by 4% in accordance with the Salaries Award increase.

From the beginning of the first pay period to commence on or after 1 July 2006, the remuneration bands were increased by 3%.

From the beginning of the first pay period to commence on or after 1 July 2007, the remuneration bands were determined based on a market review.

- (b) Market benchmarking is used as the basis for determining remuneration bands for each classification in Part B, Monetary Rates.

5.4 Appointment and Progression

- (a) Audit Professional Levels B and C and Corporate Professional Levels A and B may be appointed at any point within the remuneration pay bands depending on experience, skills and remuneration necessary to attract them to the position.
- (b) This Award prescribes the appointment and progression criteria for Auditor at Annexure 2.
- (c) School Leavers and Graduates will normally be appointed to Auditor as set out at Annexure 2. However the Auditor-General may appoint Auditors at any pay point dependent on their qualifications, skills and experience.
- (d) The Auditor-General may determine the commencing remuneration for new Graduates within the band spanning Auditor 2 pay point 1 to Auditor 2 pay point 2.

5.5 Corporate Administrative Staff

Corporate Administrative staff (other than Corporate Professional staff identified in Annexure 2 will be classified and graded for remuneration purposes in accordance with the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007 and the Clerical Officers Public Service Board Agreement No. 2515 of 1988 and Determination No. 877 of 1989.

6. Transition Arrangements as at 1 January 2005

6.1 General

This section describes the transition arrangements for employees as at 1 January 2005 to positions set out in Annexure 2.

6.2 Transition Remuneration

- (a) Pre-Award remuneration will be determined for each employee as at the date of their appointment as the total of:

- Salary
- Annual leave loading
- Superannuation Guarantee Contributions
- Skills shortage allowance
- Any higher duties allowance which has been paid for 12 months or more
- Any temporary appointment allowance, which has been paid for 12 months or more.

The transition remuneration for employees appointed to positions in the new structure will be their pre-award remuneration plus a salary increase of 3%. The 3% increase will also be applied to other components of remuneration except the skills shortage allowance and any other items excluded by the Salaries Award.

If the initial salary increase resulting from any variation or replacement of the Salaries Award (effective 1 July 2004 or from a later date up to 30 June 2005) is greater than 3%, the Audit Office will match any such increase from the date it applies.

However, for Corporate Administrative staff, should the initial increase in the Salaries Award be less than 3% the difference will be offset against any subsequent increase in the Salaries Award.

On transition all annual leave loading accrued to the date of transition plus salary increases back dated to their effective dates will be paid within one calendar month of the date of appointment for each employee.

- (b) All employees appointed to positions in the new structure will have as a minimum their remuneration maintained at the transition remuneration levels for 12 months from the date of their appointment. Subject to satisfactory performance, remuneration will be maintained inclusive of any increments or advancements under arrangements existing prior to the making of this Award, which would normally fall due during the 12 months maintenance period.
- (c) For Audit Professional Levels B and C and Corporate Professional Levels A, B and C
- (1) A remuneration assessment will not be carried out in conjunction with the appointment process. Remuneration levels will not be related to the Percentile and Competency Zones until after the first remuneration assessment process has occurred.
 - (2) For the purpose of determining minimum guaranteed remuneration levels within the relevant bands, years of experience in current positions will be taken into account as follows:

New position	Relevant Position in current structure
Audit Leader	Audit Manager, Senior Audit Manager, Performance Audit Manager, Senior Performance Audit Manager
Senior Auditor	Auditor, Performance Auditor
Corporate Professional positions	Equivalent position

- (3) Subject to satisfactory performance, employees whose transition remuneration is higher than the 45th percentile of the relevant remuneration band are guaranteed a minimum remuneration for 6 years from the date of their appointment. This will be calculated as their transition remuneration plus a percentage increase each July 1 until 2010. The increase will be the movement in the relevant remuneration band less 0.5% (e.g. if the remuneration band is increased by 4%, the guaranteed increase will be 3.5%).
- (d) State Fleet based motor vehicle packaging arrangements will continue for all employees who currently exercise that entitlement and for current Senior Audit Managers and Senior Performance Audit Managers who choose to be part of that arrangement prior to 30 June 2007.
- (e) Auditors - Financial Audit
- (1) On transition all employees currently in positions up to Audit Senior will be appointed as Auditors at their transition remuneration. Effective 1 July 2005 they will be appointed at the appropriate Auditor level and pay point based on a review against the progression criteria.
 - (2) General Scale Audit Clerks appointed under the 2003 School Leaver Program who transition to Auditor are guaranteed, subject to satisfactory performance, progression to Auditor 2 pay point 1 on the second anniversary of their original appointment (viz. 28 January 2005).
 - (3) Those Audit Seniors who are appointed at their transition remuneration level above the Auditor 4 year 3 pay point and who are not assessed as "proficient" or "advanced" will continue to receive the same level of remuneration, increased annually by the equivalent of the adjustment of the remuneration band.
- (f) Current Performance Audit Seniors appointed to the position of Auditor - Performance Audit will be appointed at their transition remuneration. Thereafter their remuneration will be increased annually by the equivalent of the adjustment of the remuneration band.

6.3 Progression

- (a) Financial Audit staff appointed to positions of Senior Auditor and above will be required to obtain their professional qualifications within a maximum of 3 years of their appointment. Required timing within that limit will be agreed with relevant employees on a case-by-case basis. If employees are unable to comply with this requirement they will be redeployed to Auditor level 4. Their remuneration as Auditor 4 will not be less than the minimum applicable to Audit Seniors whose transition remuneration is above the Auditor 4 year 3 pay point.
- (b) Project Clerks who transition to Auditor will not be required to complete a degree to progress to Auditor 4.

7. Annual Remuneration Assessment - Audit Professionals Levels B and C, Corporate Professionals Levels A, B and C

7.1 General

- (a) Remuneration of these employees will be determined annually based on assessed contribution in accordance with the competency zones and minimum guaranteed pay levels set out in Annexure 3.
- (b) Determinations resulting from the annual remuneration assessment will have the same effective date as the annual changes to the remuneration bands i.e. effective first pay period to commence in July each year. Remuneration determinations will be expressed in terms of a percentile of the relevant remuneration band and will be applied to the adjusted dollar range of the remuneration bands.
- (c) The remuneration of all Audit Professional Levels B and C and Corporate Professional Levels A, B and C will at least be maintained at the same level at each annual remuneration assessment except where:

an employee's performance has been assessed as "unsatisfactory" and a formal process for managing unsatisfactory performance results in a recommendation to reduce remuneration; or

an employee is initially assessed at a percentile rate in the Superior or Expert zone, but the next assessment does not support or does not fully support that assessment.

In the circumstance where an employee is initially assessed at a percentile rate in the Superior or Expert zone, the following applies:

Superior

When an employee is first assessed as "superior" (defined in Annexure 3), the employee's remuneration will be set at the minimum of the Superior zone and the balance paid as an allowance for the first 12 months. If the Superior assessment is confirmed at the next annual remuneration assessment (which may be higher or lower than the first "superior" assessment), the employee's remuneration will be confirmed at the level of the second assessment.

If the assessment at the second remuneration assessment is below the superior zone, then the employee's remuneration will be set at the minimum of the superior zone and will be maintained at that level.

Expert

When an employee is first assessed as "expert" (defined in Annexure 4), the employee's remuneration will be set at the minimum of the Expert zone and the balance paid as an allowance for the first 12 months. If the Expert assessment is confirmed at the next annual remuneration assessment (which may be higher or lower than the first "expert" assessment) the employee's remuneration will be confirmed at the level of the second assessment.

If the assessment at the second remuneration assessment is below the Expert zone, then the employee's remuneration will be set at the minimum of the Expert zone and will be maintained at that level.

Other than these two exceptions, if an employee is assessed at a percentile lower than their then current level and that would result in a reduction in remuneration, they will continue to be paid at the same dollar level until such time as the remuneration for their assessed percentile exceeds their remuneration in dollars through movement of the remuneration bands or the annual remuneration assessment process.

- (d) The process will include the following elements:

The assessment will be conducted within business guidelines issued by the Board.

Recommendations will be prepared by Business Unit Leaders based on a range of inputs, which will include, but not be limited to, performance reviews and advice from other senior staff. Other considerations will include potential for development, specialist skills or knowledge and contribution to Audit Office objectives.

Business Unit Leaders within a Branch will review all recommendations for their Branch and forward them to the next level of management for review.

A Remuneration Committee will review and consider the recommendations on remuneration for individuals and forward these to the Auditor-General for approval.

7.2 Review of Assessment

If an employee has any concern with the outcome of their remuneration assessment, they should in the first instance discuss their concerns with their Business Unit Leader. If that discussion does not resolve their concerns, then they may wish to seek advice from Human Resources or a higher level of management. If, following those discussions, their concerns are not satisfied, they may initiate a formal process of review by written request to the Head of Human Resources. The formal process will include review by a panel including, where requested, Association representation. The panel will make recommendations for consideration by the Auditor-General.

8. Performance Management

Performance management is the process of integrating the management of the Audit Office with the management of its employees.

The Performance Review and Development system is integral to and supports the annual remuneration assessment process. Full details of the Audit Office Performance Review and Development system are set out in the Audit Office document Performance Review and Development Process.

9. Flexible Work Practices

All flexible work practices will be subject to approval by an appropriate level of management, as set out in the Audit Office's flexible work practices policies.

9.1 Flexible Working Hours

- (a) Ordinary Working Hours - full-time ordinary working hours shall be 35 hours per week, Monday to Friday.
- (b) Settlement period - the settlement period shall be one calendar month.
- (c) Contract Hours - the contract hours for a settlement period shall be calculated by multiplying the employee's working days and public holidays by 7.

- (d) Flex Year - the Flex Year is 1 January to 31 December.
- (e) Bandwidth - the bandwidth shall be between the hours of 6am and 10pm
- (f) Coretime - there is no coretime, but employees must work a minimum of 3.5 consecutive hours (excluding meal breaks) between 9am and 5pm.
- (g) Attendance - a maximum of 10 hours per day can be worked as flex time. An employee's attendance outside the hours of a standard day, but within the bandwidth, shall be subject to the availability of work.
- (h) Flex Leave - can be taken in multiples of half days. Up to 2 days flex leave can be taken per settlement period and may be taken consecutively, but cannot be combined with flex leave from another settlement period, except:

for employees other than Financial Audit staff, where up to 5 consecutive days flex leave may be taken in each half of the flex year, but cannot be combined.

for Financial Audit staff, where up to 5 consecutive days flex leave may be taken between 1 January and 30 June, and any carry over of up to 10 days (70 hours) at 31 October must be taken as flex leave (consecutive or otherwise) between 1 November and 31 December.

- (i) A maximum of 24 flex days can be taken per flex year. During designated busy periods, employees may take flex leave only with the approval of their manager and the next level of management. Designated busy periods are:

Financial Audit - 1 July to 31 October and 1 February to 30 April for Audits with 31 December year ends.

other areas of the Audit Office - where flex leave is restricted by fluctuating busy periods, appropriate Business Unit Leaders will determine these periods for their respective areas.

- (j) Carry Over:

a maximum credit carry over of 70 hours to the next Flex period applies to all employees

credit hours are to be cleared by 31 December each year with a maximum carry over of 10 hours to the new flex year

Financial Audit staff can carry over 105 hours during the period 1 July to 31 December. Where the carry over is more than 70 hours at 31 October, the hours above 70 and up to 105 may also be taken as flex leave by close of business 31 December. Where this is not practical those hours will be carried over to the new flex year (this carry over includes the 10 hours for all employees, however will not exceed 35 hours).

- (k) The maximum debit carry over is 10 hours at all times.
- (l) Where the debit exceeds 10 hours, the excess will be debited as leave without pay, unless the staff member elects to be granted available recreation or extended leave to offset the excess.
- (m) Meal breaks - there will be a minimum meal break of 30 minutes in every 5 hour period of continuous work. There is no maximum period for a meal break. Employees should consult with their manager in the taking of meal breaks.
- (n) The employee and their manager must develop a strategy to ensure that accumulated Flex Leave is monitored and taken in accordance with these arrangements and not forfeited.

9.2 Other Flexible Work Practices

The options available for other flexible work practices are detailed in Annexure 5.

10. Overtime

10.1 Employees may be directed to work overtime, but this must be pre-approved as delegated by the Auditor-General.

10.2 An employee may be directed by the Audit Office to work overtime, provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:

the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements

any risk to an employee's health and safety

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

the notice (if any) given by the Audit Office regarding the working of the overtime, and by the employee of their intention to refuse overtime or

any other relevant matter.

10.3 Overtime will apply when employees are directed to work:

more than 8 hours on a working day or

before 7.30am or beyond 7pm on a working day or

on a weekend or public holiday.

10.4 All overtime will be credited as time in lieu as follows:

(a) in the case of employees up to and including Audit Professional Level B or Corporate Professional staff Level A, in accordance with overtime rates as set out from time to time in the Conditions Award

(b) for employees above those levels, at the rate of time and one half.

10.5 Time in lieu of overtime must be taken within 3 months of accrual as a general rule. This time limit may be extended during designated busy periods within the Flex Time arrangements on a basis consistent with any extended settlement period for Flex Time.

10.6 Cash payment for overtime credited as time in lieu may be made at the discretion of the Audit Office where circumstances warrant. This will require approval of Business Unit Leaders or above.

10.7 Payment for overtime credited as time in lieu will be calculated as remuneration less the 9% superannuation component. The base rate for calculating payments will be capped at the 45th percentile of the remuneration band for the Audit Professional Level B classification less the 9% superannuation component.

11. Travel Time and Expenses

11.1 Excess Travel

(a) Place of Work

"Place of work" means the Greater Metropolitan Area defined by a boundary drawn from: to the north, from Broken Bay by the boundary created by the Hawkesbury River to Windsor; to the west, from Windsor by the boundary created by the Nepean River to Camden; to the east, directly across to Campbelltown, then across to the southern boundary of the Royal National Park and Port Hacking.

(b) Place of Employment

"Place of Employment" means 1 Margaret Street, Sydney.

(c) Travel time

Travel time from home to "place of work" does not form part of working hours. However, excess travel time may be included in working hours where the time spent travelling to and from home and "place of work" in a 5 day working week exceeds 2.5 hours more than the time it would normally take to travel to and from home and "place of employment". The amount exceeding 2.5 hours will be deemed to be excess travel and may be treated as working hours.

11.2 Travel Expenses

The Audit Office will reimburse employees for expenses incurred in travel to and from "place of work" to the extent that those expenses exceed their usual cost of travel by public transport between home and their "place of employment".

11.3 Country Travel

Travel outside of the Greater Metropolitan Area, where overnight accommodation is approved, shall be paid in accordance with the rates as set out from time to time in the Conditions Award.

12. Study Support

12.1 The Audit Office is committed to providing study support for employees undertaking tertiary courses and professional qualifications relevant to its business.

12.2 In particular, the Audit Office is committed to providing specific study support programs for school leavers to complete an initial degree in accounting and those entering at graduate level to complete professional qualifications with the Institute of Chartered Accountants in Australia or CPA Australia.

12.3 Details of support offered are set out in the documents, Undergraduate Study Support Policy, Financial Audit and Postgraduate Study Support Policy.

13. Anti-Discrimination

13.1 It is the intention of the parties bound by this Award 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.

13.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed in 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 this Award that, by its terms or operation, has a direct or indirect discriminatory effect.

- 13.3 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.
- 13.4 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 remuneration 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.
- 13.5 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.
- 13.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 13.7 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."

14. Industrial Dispute Settlement Procedure

- 14.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority, if required.
- 14.2 An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 14.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Auditor-General or delegate.
- 14.4 The immediate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 14.5 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the employee until the matter is referred to the Auditor-General.
- 14.6 The Auditor-General or the Association may refer the matter to the Director of Public Employment.
- 14.7 If the matter remains unresolved, the Auditor-General shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 14.8 An employee, at any stage, may request to be represented by their Association.

- 14.9 The employee or the Association on their behalf or the Auditor-General may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 14.10 The employee, the Association and the Audit Office shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 14.11 Whilst the procedures outlined in subclauses 14.1 to 14.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties. In a case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

15. Deduction of Association Membership Fees

- 15.1 The Association shall provide the employer with a schedule setting out Association fortnightly membership fees payable by members of the Association in accordance with the Association's rules.
- 15.2 The Association shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Association fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 15.3 Subject to subclauses 15.1 and 15.2 above, the employer shall deduct Association fortnightly membership fees from the remuneration of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the employer to make such deductions.
- 15.4 Monies so deducted from employee's remuneration shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' Association membership accounts.
- 15.5 Unless other arrangements are agreed to by the employer and the Association, all Association membership fees shall be deducted on a fortnightly basis.
- 15.6 Where an employee has already authorised the deduction of Association membership fees from his or her remuneration 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.

16. Secure Employment

16.1 Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

16.2 Casual Conversion

- (a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this subclause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

- (c) Any casual employee who has a right to elect under paragraph 16.2(a), upon receiving notice under paragraph 16.2(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 16.2(c), the employer and employee shall, in accordance with this paragraph, and subject to paragraph 16.2(c), discuss and agree upon:
- (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);
- Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.
- (g) Following an agreement being reached pursuant to paragraph (f), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

16.3 Occupational Health and Safety

- (a) For the purposes of this subclause, the following definitions shall apply:
- (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or

services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

- (b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause 16.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

16.4 Disputes Regarding the Application of this clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the Grievance and Dispute Settling Procedures of this award.

- 16.5 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

17. Area, Incidence and Duration

- 17.1 The purpose of this Award is to partially regulate the terms and conditions of employment of employees appointed to positions covered by the classifications in Annexure 2.
- 17.2 Other terms and conditions, except as provided for within this Award, shall be those determined from time to time under the Conditions Award.
- 17.3 Where there may be inconsistencies between this Award and the Conditions Award or Salaries Award (as varied or replaced), the arrangements in this Award shall prevail.
- 17.4 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Audit Office) Award 2008 published 17 June 2005 (351 I.G. 1008), 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 Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 21 April 2008.

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

PART B**MONETARY RATES**

Effective from the beginning of the first pay period to commence on or after 1 July 2007

Table 1 - Remuneration Bands

Classifications	Minimum \$	Maximum \$
Audit Professional Level A	29,097	74,663
Audit Professional Level B	70,271	104,721
Audit Professional Level C	98,818	138,806
Corporate Professional Level A	70,614	98,979
Corporate Professional Level B	84,956	131,597
Corporate Professional Level C	125,781	152,967

Table 2 - Audit Professional Level A Pay Points

	Pay Point 1 \$	Pay Point 2 \$	Pay Point 3 \$	Pay Point 4 \$	Pay Point 5 \$
Level 1	29,097	31,402	35,135	40,625	
Level 2	45,017	48,860			
Level 3	52,703	57,095	61,487		
Level 4	63,683	66,977	70,271	72,466	74,663

Auditors who are full members of the ICAA or CPAA are entitled to additional remuneration of \$1,000 per annum.

ANNEXURE 1

Progression in Auditor 1 - 4 Financial Audit

Progression Within Level			
Auditor 1	Auditor 2	Auditor 3	Auditor 4
School leavers commence on the minimum remuneration of Auditor 1	Graduates commence on year 1 pay point of Auditor 2.	Commence on year 1 pay point of Auditor 3.	Commence on year 1 pay point of Auditor 4.
After 6 months from commencement school leavers progress to the second pay point.	After 12 months: Confirm or reject permanent appointment of Graduates.	After 12 months progress within Auditor 3 if progression to Auditor 4 is not achieved	After 12 months progress within Auditor 4, subject to assessment, which will consider:
After 12 months from commencement confirm or reject permanent appointment. If confirmed progress to the third pay point.	Progress to year 2 remuneration pay point if progression to Auditor 3 is not achieved.	After this, can progress within remuneration range of Auditor 3, subject to satisfactory work performance as evidenced by job reports and appraisals and study.	progress in the CA/CPA program (school leavers must have commenced studies to progress within the remuneration band) achievement of competencies

After 18 months from commencement school leavers progress to the maximum remuneration of Auditor 1.			performance reviews completion of Learning & Development requirements contribution to Audit Office objectives.
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Progression to Next Level			
Auditor 1	Auditor 2	Auditor 3	Auditor 4
School leavers - progress to Auditor 2 after initial 24 months, subject to satisfactory performance in: Work as evidenced by performance reviews. Study.	Graduates - progress to Auditor 3 subject to satisfactory work performance as evidenced by performance reviews and satisfactory progress in the CA/CPA program. School leavers - progress to Auditor 3 subject to satisfactory work performance in: Work as evidenced by performance reviews. Study.	Graduates - Progress to Auditor 4 subject to assessment, which will consider: Progress in the CA/CPA program. Achievement of competencies Performance reviews. Completion of Learning & Development requirements. Contribution to Audit Office objectives. School leavers - progress to Auditor 4 subject to: Completion of a standard accounting degree. Satisfactory work performance as evidenced by performance reviews.	

ANNEXURE 2

Appointment of Staff to Positions in the New Structure on Transition

Effective 1 January 2005

Appointment of staff to positions in the new structure on transition will be based on their current positions as follows:

Current Position	New Position	Remuneration Classification
Performance Audit Senior Performance Audit Manager	Audit Leader	Audit Professional Level C
Performance Audit Manager	Audit Leader	Audit Professional Level C
Performance Auditor	Senior Auditor	Audit Professional Level B
Performance Audit Senior	Auditor	Audit Professional Level A

Financial Audit Senior Audit Manager Audit Manager Auditor Project Clerk Audit Senior Senior Audit Clerk Audit Clerk Grade 1/2 Trainee Auditor (Graduate) Audit Clerk General Scale	Audit Leader Audit Leader Senior Auditor Auditor Auditor Auditor Auditor Auditor Auditor	Audit Professional Level C Audit Professional Level C Audit Professional Level B Audit Professional Level A Audit Professional Level A
Corporate Services Finance and Administration Manager Manager Computer Operations Manager Business Systems Learning and Development Manager Employee Relations Manager Office Services Manager Financial Accountant Client Systems Co-ordinator Network Systems Administrator	Finance and Administration Manager Manager Computer Operations Manager Business Systems Learning and Development Manager Employee Relations Manager Office Services Manager Financial Accountant Client Systems Co-ordinator Network Systems Administrator	Corporate Professional level B Corporate Professional level B Corporate Professional level B Corporate Professional level B Corporate Professional level B Corporate Professional level A Corporate Professional level A Corporate Professional level A Corporate Professional level A
Corporate Services All positions up to Clerk Grade 5/6	Equivalent Position	Current Awards per clause 5.5.1

ANNEXURE 3

Remuneration Bands with Competency Zones

Title	Zone	% of Range
Expert/Role Model	Zone 5	85-100
Superior Role Performance	Zone 4	65-85
Competent Role Performance	Zone 3	25-65
Developing Skills	Zone 2	10-25
Entry Level	Zone 1	0-10

Minimum guaranteed levels of remuneration, subject to satisfactory performance, exist within the remuneration bands for Audit Professional Levels B and C and Corporate Professional Levels A and B as follows:

- After 1 Year - minimum percentile 15% of remuneration band
- After 2 Years - minimum percentile 25% of remuneration band
- After 3 Years - minimum percentile 35% of remuneration band
- After 4 years - minimum percentile 45% of remuneration band

Competency zones, expressed in percentiles of the remuneration band, will be set at the beginning of each three-year period and will not be altered during the life of the Award. When a remuneration band is adjusted, the Competency Zone Percentiles will be applied to the new remuneration band.

Zone Definitions

Zone	Title	Description
5	Expert/Role Model	Very experienced and/or outstanding performer. Role model and advisor to peers and/or highly promotable.
4	Superior Role Performance	Very experienced. Sustained high performer. May be ready for promotion. Provides technical and other advice to less experienced peers.
3	Competent Role Performance	Capable of independently performing role responsibilities. Consistently meets performance requirements. Well developed technical skills.

2	Developing Skills	Adequate performance, but requiring of further development.
1	Entry Level	Recent appointee. Learning to perform role responsibilities.

ANNEXURE 4

Other Flexible Work Practices

Flexible work practices available to employees, subject to approval are:

- (a) Working weekends and public holidays at employee's request, will be compensated with time off during the week on an hour for hour basis (not at overtime rates).
- (b) Compressed working week or working fortnight arrangements. Such arrangements would include 35 hours in 4 days (average 8.75 hours per day) or 70 hours in 9 days (average 7.77 hours per day).
- (c) Term Working for specific periods during the year (not restricted to school terms). Remuneration will be averaged (annualised over the full period) so that the employee is paid the same amount every fortnight throughout the year.
- (d) Deferred Remuneration. For instance, an employee who works for 4 years and takes the 5th year off will receive the deferred portion of their first 4 years annual remuneration in the 5th year.
- (e) Working from home on a temporary or ad hoc basis for a maximum of 12 days per annum. Permanent or long term working from home arrangements will be subject to the business unit leader's approval and meeting occupational health & safety requirements.
- (f) Job share and part time work.
- (g) Leave without pay. Such requests will be considered on a case-by-case basis.
- (h) Career Break Scheme for up to 3 years maximum.

D.W. RITCHIE, Commissioner

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (CORRECTIONAL OFFICERS, DEPARTMENT OF CORRECTIVE SERVICES) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1691 of 2007)

Before Commissioner Ritchie

25 March 2008

REVIEWED AWARD

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Conditions Fixed by Other Instruments of Employment
5.	Ranking Structure
6.	Salaries
7.	Allowances
8.	Progression and Promotion
9.	Increments
10.	Hours of Work
11.	Shiftwork
12.	Rostered Days Off
13.	Shift Handover
14.	Payment of Salary
15.	Overtime
16.	Recreation Leave and Compensation for Saturdays, Sundays and Public Holidays
17.	Annual Leave Loading
18.	Higher Duties
19.	Permanent part-time
20.	Technological change
21.	Performance Management
22.	Occupational Health and Safety
23.	Dispute resolution procedures
24.	Professional Conduct
25.	Equity of Employment
26.	Harassment Free Workplace
27.	Anti-Discrimination
28.	Deduction of Association Membership and Legal Fund Fees
29.	Savings of rights
30.	No further claims
31.	General
32.	Area, Incidence and Duration

Schedule A - Agreed Procedures for the Settlement of Grievances and Disputes

Schedule B - Memorandum of Understanding for
Correctional Officers, Department of Corrective
Services

2. Title

This Award shall be known as the Crown Employees (Correctional Officers, Department of Corrective Services) Award.

3. Definitions

In this Award, unless the content or subject matter otherwise indicates, the following definitions apply:

"Act" means the *Public Sector Employment and Management Act 2002*, or its replacement.

"Assistant Commissioner" means the person occupying or acting in the position of Assistant Commissioner.

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

"Award" means this Award.

"Commissioner" means the Chief Executive Officer of the Department, or a person acting in such position, as listed in Column 2 of Schedule 1 of the Act.

"Day Worker" means an Officer, other than a shift worker, who works the ordinary hours from Monday to Friday inclusive between the hours of 6.00 a.m. and 6.00 p.m.

"Department" means the Department of Corrective Services as listed in Column 1 of Schedule 1 of the Act.

"Deputy Commissioner, Offender Management and Operations" means the person occupying or acting in the position of Deputy Commissioner, Offender Management and Operations.

"DPE" means the Director of Public Employment established under Chapter 6 of the Act.

"General Manager" means the person occupying or acting in the position of General Manager of a Correctional Centre or Superintendent of a work location.

"Officer" means and includes all adult persons employed under the provisions of the Act, substantively or temporarily, who on the date of commencement of this Award were occupying one of the positions covered by this award or who, after such date, are appointed to one of such positions.

"Regulation" means the Public Sector Employment and Management (General) Regulation 1996, or its replacement.

"Service" means continuous service in a position covered by this Award.

"Shift worker - Continuous Shifts" means an Officer engaged in work carried out in continuous shifts throughout the 24 hours of each of at least six consecutive days without interruption except during meal breaks or due to unavoidable causes beyond the control of the Commissioner.

"Shift worker - non-continuous Shifts" means an Officer who is not a "day worker" or a "shift worker - continuous shifts", as defined above.

4. Conditions Fixed By Other Instruments of Employment

- (i) The following Awards, or their replacements, insofar as they fix conditions of employment applying to officers covered by this Award, which are not fixed by this Award, shall continue to apply:

Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006

Crown Employees (Transferred Employees Compensation) Award

- (ii) The following Agreement made pursuant to section 130 of the Act, or its replacement, insofar as it fixes conditions of employment applying to officers covered by this Award, which are not fixed by this Award, shall continue to apply:

Crown Employees (Transferred Officers' Excess Rent Assistance) Agreement No. 2354 of 1981.

- (iii) Except as expressly provided by this Award, and except where conditions are covered by the Awards and the Agreement referred to in subclauses (i) and (ii) of this clause, the conditions of officers shall be determined by the provisions of the Act, the Regulation and the New South Wales Public Service Personnel Handbook, or its replacement.

5. Ranking Structure

- (i) Custodial Officers:

Senior Correctional Officer

First Class Correctional Officer 2nd year and thereafter

First Class Correctional Officer 1st year

Correctional Officer 2nd year and thereafter

Correctional Officer 1st year

Probationary Correctional Officer

- (ii) Industrial Officers:

Senior Overseer

Overseer 2nd year and thereafter

Overseer 1st year

6. Salaries

- (i) Salaries payable to officers covered by this Award shall be in accordance with the Crown Employees (Public Sector - Salaries 2007) Award or an Award replacing it.
- (ii) Salaries prescribed in this clause include a component for the previously paid:

environmental allowance

special duties allowance

clothing and laundry allowances (except for hosiery)

7. Allowances

The following allowances are payable subject to the conditions attached:

- (i) Incidental - this is to compensate for full participation in Area and Case Management, including maintenance of Case Management files, training junior staff and roster preparation (where appropriate), and for the progressive introduction of electronic security and inmate monitoring systems.

- (a) This allowance shall be paid for all purposes. In the case of an officer acting in a higher duties capacity, the higher allowance shall be payable only if the officer has acted continuously in the position for more than four weeks, except for Senior Correctional Officers rostered as Officer in Charge on "B" (night) or "C" (afternoon) watches for consecutive periods of 4 (four) days or more.

- (b) Correctional Officer

	Per annum effective first pay period commencing on or after 1 July 2007 \$
Probationary	756
1st year	1,135
2nd year and thereafter	1,514
1st Class - 1st year	2,266
1st Class - 2nd year and thereafter	2,266
Senior Correctional Officer	3,777

- (c) Industries and Maintenance

Overseer	2,266
Senior Overseer	3,777

- (d) This allowance is not payable to Probationary Correctional Officers whilst in primary training. It is payable from the date these officers enter on duty in a correctional centre after graduation.
- (ii) Meals - in general, as shift workers, Correctional Officers are not entitled to meal monies except whilst on overtime.
- (iii) Mobile Work Camps - an amount of \$110 per day in addition to a normal shift payment at single time is payable to an officer rostered on a mobile work camp. This is an all incidence allowance to compensate for all out of hours activities for the remaining 16 hours each day for, among other things, acquisition of additional skills for training purposes, imparting skills to inmates, responsibilities for the security of equipment on a 24 hour basis, absence from their families and disabilities for being exposed to the elements.
- (iv) Hosiery allowance - an amount of \$120 per annum is paid to female Correctional Officers to compensate for the purchase of hosiery (which is not provided as part of the standard issue of clothing).
- (v) Should there be a variation to the Crown Employees (Public Sector - Salaries 2007) Award, or an award replacing it, during the term of this Award, by way of salary increase or other benefit to the public service, this Award shall be varied to give effect to any such salary increase, or other benefit, from the operative date of the variation of the former Award or replacement award.

8. Progression and Promotion

- (i) Officers, whose conduct and services are satisfactory, shall progress to the rank of Correctional Officer, subject to completion of twelve (12) months service as a Probationary Correctional Officer and having satisfactorily completed the appropriate training course/s as determined by the Department.
- (ii) Officers, who, having completed 12 months service on the Probationary rate, and who are refused progression to the rank of Correctional Officer, may request that the decision be reviewed by the Deputy Commissioner, Offender Management and Operations or delegate.
- (iii) Officers, who have completed twelve (12) months service on the 2nd year and thereafter rate for Correctional Officer, shall progress to the rank of Correctional Officer, 1st Class, subject to the following criteria:

- (a) Satisfactory conduct and services;
- (b) Completion of appropriate training course/s as determined by the Department;
- (c) Value, quality and scope of the work performed warrants such progression.

N.B. Satisfactory conduct and services includes, but is not limited to, the following:

- (d) satisfactory sick leave record;
- (e) punctual attendance;
- (f) proper standard of dress and grooming;
- (g) no proven misconduct charges in the previous twelve (12) months.

Value, quality and scope of work performed shall include:

- (h) capacity to undertake the more difficult posts with efficiency and economy;
 - (i) capacity to supervise and direct junior officers;
 - (j) high standard and accuracy of written reports;
 - (k) capacity to interact in a positive manner with other officers;
 - (l) being pro-active rather than reactive.
- (iv) Provided that officers who have not completed the training courses as determined under paragraph (iii)(b) by reason only of Departmental exigencies shall not be prejudiced in their eligibility to progress.
 - (v) Correctional Officers, who, having completed 12 months service on the 2nd year and thereafter rate, and who are refused progression to the rank of Correctional Officer, 1st Class, may request that the decision be reviewed by the Deputy Commissioner, Offender Management and Operations or delegate.
 - (vi) Promotion to ranks above Correctional Officer, 1st Class, shall be in accordance with the provisions of Chapter 2 of the Act.

9. Increments

- (i) The payment of increments under the scales of salaries prescribed by this Award shall be subject to approval by the appropriate Assistant Commissioner or delegate and pursuant to clause 16 of the Regulation except where varied by this Award.
- (ii) Four weeks prior to the date on which an officer will become eligible for an annual increment of salary, the General Manager shall report to the Assistant Commissioner as to the conduct and manner in which the duties of the officer have been performed.
- (iii) In cases where the recommendation of the General Manager is adverse to the granting of an increment, and such recommendation has been approved by the Assistant Commissioner, the officer shall have a right of appeal as provided for under s.24 of the *Government and Related Employees Appeal Tribunal Act 1980*, or its replacement.

10. Hours of Work

- (i) The ordinary hours of work for day workers shall be 38 hours per week averaged over a 28-day roster cycle, to be worked Monday to Friday inclusive, provided that by agreement between the parties ordinary hours up to a maximum of twelve (12) hours per day may be worked without the payment of overtime. Meal allowances are not applicable.

- (ii) The ordinary hours of work for shift workers shall be 38 hours per week averaged over a 28-day roster cycle, provided that shifts of up to twelve (12) hours may be worked without the payment of overtime. Meal allowances are not applicable.
- (iii) Time taken in partaking of meals shall not count towards working time, unless such meal is taken as a crib break.
- (iv) A crib break is an entitlement to a paid break of 20 minutes to be taken between the 3rd and 5th hour after the commencement of a shift. The break is to be taken away from the direct work location wherever possible (but still within the correctional centre or work location but away from inmates) with officers being available to respond to any situation should they be required during the 20 minute break.
- (v) During the Daylight Saving changeover, an officer working a rostered shift will receive payment for a standard shift i.e. 8 hours plus shift allowance irrespective of whether the hours actually on duty are 7 or 9. However, if an officer is working an overtime shift, the officer is paid the actual hours worked i.e. either 7 or 9 hours.

11. Shiftwork

- (i) For the purpose of this clause -
 - "Early Morning Shift" means any shift commencing before 6.00 am.
 - "Afternoon Shift" means any shift finishing after 6.00 pm and at or before midnight.
 - "Night Shift" means any shift finishing subsequent to midnight and at or before 8.00 am.
- (ii) Officers who work shiftwork shall be paid the following allowances other than at weekends or on public holidays:

Early morning shift	10%
Afternoon shift (C or D watch)	15%
Night Shift (B watch)	17½%

12. Rostered Days Off

- (i) The hours of work prescribed in clause 10, Hours of Work of this award shall be worked on the basis of a rostered day off in each 20 working days of a 28-day roster cycle. Officers shall accrue 0.4 of an hour each 8-hour day towards having the 20th day off with pay, subject to subclauses (iii) and (iv) of this clause.
- (ii) An officer's rostered day off shall be determined by the Department having regard to the needs of the establishment or sections thereof. Where practicable, rostered days off shall be consecutive with other days off.
- (iii) Once set, the rostered day off may not be changed in a current 28-day roster cycle without agreement between the officer and his or her supervisor. Where the rostered day off is changed by agreement, another day shall be substituted in the current roster cycle. Should this not be practicable the rostered day must be given and taken in the next roster cycle.
- (iv) The maximum number of rostered days off prescribed in subclause (i) of this clause shall be 12 days per annum. There shall be no accrual to a rostered day off during the first four (4) weeks of recreation leave.
- (v) All other paid leave shall contribute towards the accrual of rostered days off except where paid workers compensation and extended leave is current throughout the roster cycle. Where an officer's rostered day off falls during a period of sick leave, the officer's available sick leave shall not be debited for that day.

13. Shift Handover

- (i) The salaries paid to Correctional Officers and the application of a 38-hour week recognises that additional time may be involved for an officer at the time of shift handover in:
 - (a) briefing incoming officers.
 - (b) incoming officers parading prior to relieving security posts, towers, etc.
 - (c) undertaking weapons safety check in the presence of the incoming and outgoing officer.
- (ii) There shall be no overtime hours paid for this work.

14. Payment of Salary

- (i) Officers shall be paid according to an average of 38 ordinary hours per week, although more or less than 38 ordinary hours may be worked in any particular week.
- (ii) Officers shall have their salaries paid into an account with a bank or other financial institution in New South Wales, as nominated by the officer. Salaries shall be deposited in sufficient time to ensure that monies are available for withdrawal by officers no later than the appropriate payday.

15. Overtime

- (i) The conditions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or its replacement shall apply, provided that in establishments where extended ordinary hours and/or extended shift hours apply, officers working an overtime shift of 8 hours or more shall be eligible for one (1) meal allowance only.

16. Recreation Leave and Compensation for Saturdays, Sundays and Public Holidays

- (i) Officers engaged as day workers shall be entitled to recreation leave in accordance with the provisions of the Regulation and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, or its replacement.
- (ii) Officers engaged as shift workers - continuous shifts under this Award and who are regularly required to perform rostered duty on Sundays and Public Holidays shall receive the following compensation and be subject to the following conditions:
 - (a) For ordinary rostered time worked on a Saturday - additional payment at the rate of half time extra.
 - (b) For ordinary rostered time worked on a Sunday - additional payment at the rate of three quarter time extra.
 - (c) When rostered off on a public holiday - no additional compensation or payment.
 - (d) When rostered on a public holiday and work performed - additional payment at the rate of half time extra.
 - (e) Recreation leave at the rate of six weeks per annum inclusive of any public holiday/s.
 - (f) Additional payment on the following basis:

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

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

17. Annual Leave Loading

- (i) The Annual Leave loading payable to all Correctional Officers engaged as shift workers shall be 20% in lieu of all other entitlements under this heading.
- (ii) Annual Leave loading payable to Correctional Officers who are day workers shall be paid in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or its replacement.

18. Higher Duties

- (i) Subject to this clause, an officer who is required to perform duties in a higher position covered by this Award shall, provided the officer performs the whole of the duties and assumes the whole of the responsibilities of the higher position, be paid an allowance at the difference between the officer's present salary and the salary prescribed for the higher position covered by this Award.
- (ii) Officers employed in the classification of Probationary Correctional Officer or Correctional Officer shall not be entitled to be paid the allowance prescribed in subclause (i) of this clause when performing duties of Correctional Officer or Correctional Officer 1st Class.
- (iii) An officer who is required to perform duties in a higher position covered by the Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Corrective Services) Award 2005 (or any award succeeding or replacing that award) shall be paid an allowance equal to the difference between the officer's present salary and 95% of the '5 day' salary prescribed for the higher position. Any weekend or overtime penalty rates payable under this award will be applicable to this higher duties allowance.
- (iv) The higher duties allowance payable under subclause (iii) of this clause shall be included in salary for the purposes of calculating overtime only if the duties carried out during the period of overtime are those of the higher position and provided the salary and allowance does not exceed the maximum rate for Clerk Grade 8, as varied from time to time, when the rate payable for directed overtime shall be at the maximum rate for Clerk, Grade 8 plus \$1.00.
- (v) The higher duties allowance payable under subclauses (i) and (iii) of this clause shall be paid for each day the officer acts in the higher position.
- (vi) The provisions of paragraph (i)(a) of clause 7 Allowances of this award shall not apply to the payment of higher duties.

19. Permanent Part-Time

- (i) The Department is committed to providing part-time work opportunities where practicable. Such arrangements should provide flexibility for effective use of resources and be of benefit to staff.
- (ii) Part-time arrangements must be acceptable to both the Department and the officer and shall be in accordance with the provisions of the *Industrial Relations Act 1996* and the Flexible Work Practices Policy and Guidelines issued by the Public Employment Office in October 1995.

20. Technological Change

- (i) The introduction of technological changes shall be undertaken in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or its replacement.

21. Performance Management

- (i) The Departmental Performance Management System shall be used as a process of identifying, evaluating and developing work performance. This will ensure the Department meets its corporate objectives and, at the same time, will benefit Officers by way of providing information, establishing agreed targets, providing performance feedback and enhancing rapport with supervisors.
- (ii) Any Officer who fails to gain a satisfactory performance appraisal will be counselled and a detailed developmental program will be negotiated to enable Officers to reach satisfactory performance as outlined in the Departmental Performance Management System.

22. Occupational Health and Safety

- (i) The parties to this Award are committed to achieving and maintaining accident-free and healthy workplaces by:
 - (a) assisting the DPE and the Association in the development of policies and guidelines for the Department on Occupational Health, Safety and Rehabilitation;
 - (b) the implementation of such policies and guidelines within the Department;
 - (c) establishing consultative mechanisms and structures within the Department, to identify and introduce safe systems of work, safe work practices and working environments; to develop strategies to assist the rehabilitation of injured staff members; and to determine the level of responsibility to achieve these objectives. This will assist to achieve the objects of the *Occupational Health and Safety Act 2000*, the Regulations and Codes of Practice made under this Act, and the *Workplace Injury Management and Workers Compensation Act 1998*.
 - (d) identifying training strategies for officers, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness.
 - (e) directly involving the Commissioner in the provisions of paragraphs (a) to (d) of this subclause.
- (ii) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

23. Dispute Resolution Procedures

- (i) The Grievances/Disputes Procedures as attached at Schedule A shall apply.

24. Professional Conduct

- (i) Officers shall be committed to personal conduct and service delivery in accordance with the principles, mission and corporate objectives as expressed in the departmental Corporate Plan.

- (ii) Officers shall perform their duties diligently, impartially and conscientiously to the best of their ability by complying with the Departmental Code of Conduct in the performance of their duties.
- (iii) All Officers will be professional in their conduct with the public, other staff and inmates.
- (iv) Officers shall comply with the requirements of the Departmental Dress Manual and will ensure their dress and grooming are of the highest standard.

25. Equity of Employment

- (i) The parties are committed to providing a work environment which promotes the achievement of equity and the elimination of discrimination in employment.
- (ii) Officers with supervising responsibilities shall ensure that all staff under their supervision are treated equitably and without bias or prejudice.

26. Harassment Free Workplace

- (i) The parties are committed to ensuring that officers work in an environment free of harassment. Harassment on the grounds of sex, marital status, pregnancy, race, culture or ethno-cultural background, disability or perceived disability (including HIV/AIDS), age, homosexuality or perceived homosexuality, transgender or perceived transgender is unlawful in terms of the *Anti-Discrimination Act 1977*.
- (ii) Harassment is any repeated, uninvited or unwelcome behaviour directed at another person. The effect of harassment is to offend, annoy or intimidate another person and to make the workplace uncomfortable or unpleasant.
- (iii) Harassing behaviour is unacceptable and disruptive to the well-being of individuals and workplace productivity.
- (iv) Harassment on any grounds including, but not limited to, sex, marital status, pregnancy, race, culture or ethno-cultural background, disability or perceived disability (including HIV/AIDS), age, homosexuality or perceived homosexuality, transgender or perceived transgender will not be condoned by the Department or the Association.
- (v) Correctional Officers shall prevent all forms of harassment by setting personal examples, by ensuring proper standards of conduct are maintained in the workplace and by taking immediate and appropriate measures to stop any form of harassment of which they may be aware.
- (vi) All Correctional Officers are required to refrain from perpetuating, or being party to, any form of harassment.
- (vii) Where a claim of harassment is made, and with consultation with the Association, and the Department considers there is reasonable grounds for considering harassment has occurred, the alleged offending officer is to be transferred to another work location until the matter is fully investigated.

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

Notes:

- (a) The Department and its officers 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. Deduction of Association Membership and Legal Fund Fees

- (i) The Association shall provide the Department with a schedule setting out the Association's fortnightly membership and legal fund fees payable by members of the Association in accordance with the Association rules.
- (ii) The Association shall advise the Department of any change to the amount of fortnightly membership and legal fund fees made under its rules. Any variation to the schedule of the Association's fortnightly membership and legal fund fees shall be provided to the Department at least 28 days in advance of the variation taking effect.
- (iii) Subject to subclauses (i) and (ii) of this clause, the Department shall deduct the Association's fortnightly membership and legal fund fees from the pay of any officer who is an Association member in accordance with the Association's rules, provided the officer has authorised the Department to make such deductions.
- (iv) Monies so deducted from the officer's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to the officer's membership accounts.
- (v) Unless other arrangements are agreed to by the Department and the Association, all Association membership and legal fund fees shall be deducted by the Department on a fortnightly basis.

29. Savings of Rights

- (i) At the time of the making of this Award, no officer covered by this Award will suffer a reduction in his or her rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this Award.

30. No Further Claims

- (i) It is a condition of this Award that the Association undertakes for the duration of the life of this Award not to pursue any extra claims, award or over award, with respect to Correctional Officers.

31. General

- (i) Nothing in this Award shall be construed as restricting the Commissioner to alter the duties of any position or to abolish any position covered by this Award in consultation with the Association.

32. Area, Incidence and Duration

- (i) This Award shall apply to all officers as defined in clause 3, Definitions, of this Award.
- (ii) This Award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Prison Officers, Department of Corrective Services) Award published 18 February 2005 (348 I.G. 587) and all variations thereof.
- (iii) The changes made to the Award pursuant to the Award Review pursuant to section 19 (6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of the New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 25 March 2008.
- (iv) This award remains in force until varied or rescinded the period for which it was made having already expired.
- (v) The Prison Officers (Settlement of Grievances and Disputes) Agreement, Agreement No. 2471 of 1984 is rescinded and replaced by Schedule A of this award.

SCHEDULE A

Agreed Procedures for Settlement of Grievances and Disputes

1. Objectives

- 1.1 The object of these procedures is the improvement of industrial relations and the development of a spirit of co-operation within the Department.
- 1.2 The parties acknowledge the desirability, in the interests of all concerned of industrial claims being dealt with expeditiously and without resort to industrial action.
- 1.3 It is the intention that as Corrective Services is an essential service industry, problems and disputes should be resolved by discussion and the adoption of common-sense solutions rather than by the resort to industrial action.
- 1.4 It is recognised that proper consultation and communication within the Department are of the utmost importance for its effective operation and for the administration of its functions.
- 1.5 There shall be co-operation at all levels to ensure the final resolution of disputes expeditiously.
- 1.6 Compliance with the spirit and intent of this agreement as well its terms, is accepted as essential to the achievement of a better working atmosphere for Correctional Officers and to ensuring a stable environment for inmates.
- 1.7 The officials of the POVB and of the sub-branches shall be recognised as having, within their respective spheres, an essential role and responsibility in the handling of industrial disputes and in representing Correctional Officers, but with due regard to their responsibilities as Correctional Officers.

- 1.8 These procedures are not intended to limit the powers of tribunals under the *Industrial Relations Act 1996* but are designed to facilitate the process of conciliation and the settlement of industrial disputes by amicable arrangements as envisaged by the *Industrial Relations Act 1996*. All matters filed pursuant to the *Industrial Relations Act 1996* shall be dealt with in accordance with it.
- 1.9 It is the intention that normally the agreed procedure shall be followed in processing industrial disputes but it may be necessary by agreement to by-pass some of the steps in the procedure in attempting to achieve a speedy resolution in specific instances.

2. Definitions

In this Schedule, the definitions as listed in Clause 3 Definitions of the Crown Employees (Correctional Officers, Department of Corrective Services) Award shall apply. In addition to those definitions, the following definitions shall also apply:

- 2.1 "POVB" means the Prison Officers' Vocational Branch of the Association.
- 2.2 "Sub-branch" means the sub-branch of the POVB covering the workplace concerned.
- 2.3 "Industrial dispute" means a dispute or claim with regard to or affecting the conditions of employment of Correctional Officers.
- 2.4 "Industrial action" includes a refusal to work or the imposition of work bans or limitations.
- 2.5 "Workplace" includes correctional centre, periodic detention centre, courts, head or regional office.
- 2.6 "Working days" means days on which the office of the Department is open for business.
- 2.7 "Management Committee" means the Management Committee of the POVB.
- 2.8 "State Executive" means such of the Chairman, Vice Chairman and Hon. Secretary of the POVB (whose election has been notified by the Association to the Department) and Country Vice Chairman as are at the time available.
- 2.9 "Sub-branch Executive" means such of the duly elected Executive of the sub-branch (whose election has been notified to the General Manager of the workplace concerned) as are at the time available.
- 2.10 "Officials" means in the case of the POVB the State Executive and in the case of a sub-branch the sub-branch executive or such of the members of the respective bodies as are at the time available.
- 2.11 "Local issue" means an industrial claim which relates solely to a particular workplace.
- 2.12 "State-wide issues" means any industrial dispute which is not a local issue or is one which directly affects Correctional Officers at more than one workplace.

3. Procedure in Local Issues

- 3.1 The sub-branch Executive shall immediately notify the General Manager of the existence of any industrial dispute or of any resolution passed at a meeting of members of a sub-branch and which may give rise to an industrial dispute.
- 3.2 The General Manager, as the person responsible for the day-to-day running of the workplace, shall endeavour to resolve the matter in discussion with the sub-branch Executive or in the case of the Long Bay Correctional Complex with an official of the sub-branch and a local workplace delegate.
- 3.3 If any industrial dispute cannot be resolved at this level the matter shall be referred to the Assistant Commissioner who shall attempt to resolve the matter.

- 3.4 The Assistant Commissioner shall advise the Deputy Commissioner Offender Management and Operations and the Director Workforce Relations immediately of any matter which is likely to lead to an industrial dispute or which affects the conditions of employment of Correctional Officers and which cannot be satisfactorily dealt with by the General Manager or the Assistant Commissioner. The Deputy Commissioner Offender Management and Operations shall immediately seek to resolve the matter.
- 3.5 If any industrial dispute cannot be resolved locally between the sub-branch Executive and the General Manager, the Assistant Commissioner, or by the Deputy Commissioner Offender Management and Operations, the State Executive shall be advised accordingly by the sub-branch Executive. The State Executive shall consider the matter promptly and, after discussion if necessary with the sub-branch Executive, shall refer the same to the Association.
- 3.6 The Association and the Department shall each immediately notify the other of any industrial dispute which is referred to either of them and shall take prompt steps seeking to resolve the dispute by consultation.
- 3.7 If the Association and the Department are unable to resolve the dispute it shall be immediately notified by one of the parties, pursuant to the *Industrial Relations Act 1996*, to be dealt with in accordance with the *Industrial Relations Act 1996*.

4. Procedure in State-Wide Issues

- 4.1 Any resolution of a sub-branch which is endorsed by the State Executive or any resolution of the management committee which may lead to an industrial dispute, shall be referred by the officials concerned to the Association which shall notify it to the Department. The Association and the Department shall take prompt steps seeking to settle the matter by consultation.
- 4.2 If the Association and the Department are unable to resolve the dispute it shall be immediately notified by one of the parties pursuant to the *Industrial Relations Act 1996* to be dealt with in accordance with the *Industrial Relations Act 1996*.

5. General Procedures

- 5.1 The agreed procedures shall not be taken as an acknowledgement that industrial action by Correctional Officers will be necessary or proper.
- 5.2 All sub-branch meetings shall be fully advertised with as much notice as possible. The General Manager shall be given proper and adequate notice of any sub-branch meeting which it is proposed to hold.
- 5.3 If a resolution be carried at any sub-branch meeting calling for or suggesting industrial action, the sub-branch Executive shall immediately notify the State Executive and the Association of the terms of the resolution and it shall not be implemented until all the agreed procedures have been completed.
- 5.4 At least 3 clear working days' notice shall be given by the State Executive to the Association and the Department of any intention or proposal for all or any members of the POVB to take industrial action.
- 5.5 No industrial action shall be taken until the agreed procedures have been completed or until a dispute notified pursuant to the *Industrial Relations Act 1996* has been heard and determined.
- 5.6 The Department maintains that as it has the responsibility for the direction, control and management of workplaces, it has the right itself or through its appropriate Executive Staff to make the necessary management decisions.
 - 5.6.1 Nevertheless the Department acknowledges the desirability of employees being consulted before the introduction of changes or innovations which will have a significant impact upon established work practices and procedures affecting Correctional Officers. It is accepted that the term significant impact is difficult to define and may convey different meanings to different people but it is intended to indicate changes which have a real and important as distinct from a minor or incidental effect on Correctional Officers.

- 5.6.2 As a gesture of its good intentions and in recognition of the willingness of the Correctional Officers to agree not to resort to industrial action and of the declared intention of the Association and the Correctional Officers to adhere to these procedures, the Department undertakes that:
- (a) the Association will be advised of any such changes or innovations which are to be introduced where they affect more than one workplace.
 - (b) the Sub-branch Executive will be advised by the General Manager of any such changes or innovations proposed within a workplace other than on a day-to-day basis.
- 5.6.3 In the event of the Association or the POVB, or the sub-branch as the case may be, requesting consultation such consultation shall take place before the changes or innovations are made.
- 5.6.4 If there is continuing disagreement between the Association and the Department with regard to any such proposed change or innovation notification of the dispute shall be given pursuant to the *Industrial Relations Act 1966*. The proposed change or innovation shall not be implemented by the Department until the matter has been referred to and dealt with by the Industrial Relations Commission.
- 5.6.5 There is no expectation that matters which are clearly within the prerogative of management will be decided by that Commission nor that it would substitute its view for that of management but it is anticipated that the Industrial Relations Commission could consider taking action where the issue clearly called for its involvement.
- 5.6.6 The Department reserves the right to implement a change before completion of the agreed procedures if there be special circumstances which make the postponement of the change unreasonable.
- 5.6.7 No party shall be prejudiced as to the final settlement by action in conformity with the agreed procedures.
- 5.7 While the agreed procedures are being pursued, work shall proceed without interruption and in accordance with the instructions of the General Manager.
- 5.8 Nothing in the agreed procedures is intended to limit the right of any party from at any stage referring the matter pursuant to the *Industrial Relations Act 1996*.

6. Safety and Security

- 6.1 The policy of the Association is that no officer shall be required to work in a position which is unsafe but it does not support any reliance upon a pretext of safety to justify a refusal of duty where no real personal risk is involved. Accordingly notwithstanding the agreed procedures the Association upholds the right of Correctional Officers to vary the procedures where the safety of officers genuinely arises.
- 6.2 The nature of the occupation of Correctional Officers is such that there is a constant risk of an attack upon a Correctional Officer by an inmate and the Department accepts its obligation to take proper precautions to ensure the safety at work of its officers. However, it claims the right ultimately to decide the arrangements which are appropriate for ensuring the safety of the officers and it regards the running of each workplace in the most efficient manner and the staffing of posts on a day-by-day basis is to be the responsibility of the General Manager but consistent with the Department's policy that a "sight or sound" principle be observed in maximum security (A category) correctional centres. It is recognised that there will be genuine differences of opinion on questions of the safety of officers and the staffing of posts. A resolution of any of these differences is to be sought by a proper consideration of all aspects of the issue.
- 6.3 No officer shall leave an armed post or agreed security post unstaffed until relieved by another officer or by another person authorised by the General Manager who shall arrange such relief within the period which has previously been agreed with the sub-branch Executive.

SCHEDULE B**MEMORANDUM OF UNDERSTANDING FOR CORRECTIONAL OFFICERS, DEPARTMENT OF CORRECTIVE SERVICES**

This Memorandum of Understanding:

- (i) Regulates the conditions of service of Correctional Officers, as defined in the Crown Employees (Correctional Officers, Department of Corrective Services) Award, other than those conditions of service reflected in the aforementioned Award.
- (ii) Is complementary to the Consent Award and covers issues excluded, in whole or part, from the Award, but that still pertain to certain aspects of conditions of employment.
- (iii) Reflects the agreed position between the Commissioner of the Department of Corrective Services and the General Secretary of the Public Service Association of NSW.
- (iv) Provides a framework for consultation between the Department and the Association to monitor progress on issues and changes.

Intent

The parties acknowledge that the Award and Memorandum of Understanding have been entered into on the basis of a shared commitment to the achievement of a progressive and professional correctional management within the Department. In this pursuit, the Award and Memorandum of Understanding consolidate existing conditions of service and introduce changes to some of the terms and conditions of service of Correctional Officers in order to increase productivity and flexibility and to enhance the professional development of these officers.

Key Initiatives of the Award and Memorandum of Understanding

The Award and the Memorandum of Understanding are based on the following key initiatives:

a continued commitment to Area and Case Management and the development of a professional correctional service;

to introduce an incidental allowance for Correctional Officers to compensate for additional responsibilities;

to provide appropriate training and career development opportunities for Correctional Officers;

introduction of cyclic rostering subject to a successful trial and subsequent agreement between the parties;

cessation of entitlement to rations;

contracting out of the purchasing function of the inmate buy ups;

to introduce a performance management system;

reduction in the number of positions as agreed by the parties;

restructuring of positions within Corrective Services Industries covered by this Award;

joint participation in the Custodial Workplace Committee (CWC) to undertake a review to promote work safety, staff welfare, mental and physical health promotion and support;

to encourage the orderly and amicable settling of differences;

to promote a workplace that is free from prejudice, discrimination and harassment.

The parties agree to the following provisions applying during the term of the Consent Award or until varied by agreement between the parties:

1. Family Day

The Department agrees to continue to allow officers to attend, on one occasion per year, the departmentally arranged family day. Due to the requirement to maintain service to the correctional centres a family day is arranged twice a year. An officer's attendance at family day is at departmental convenience.

2. Skills and Career Development

- (i) It is the aim of the parties that Correctional Officers shall be provided with the maximum opportunities for training and development such that they will form a highly skilled and committed workforce, enjoying maximum job satisfaction. An integral part of this process shall be consultation with the Association and individual officers. Correctional Officers recognise that their individual career development is a joint responsibility, shared between the officer and the Department.
- (ii) The Department agrees to set up a joint working party to review the training requirements of all Correctional Officers.
- (iii) Correctional Officers will move between tasks and functions within a correctional centre or work location and within their appointed rank in order to develop their skills and/or to apply such skills to meet the aims and objectives of the Department.
- (iv) Correctional Officers, by mutual agreement, will move between tasks and functions within their appointed rank in order to develop their skills and/or to apply such skills to meet the aims and objectives of the Department, provided that in moving these officers between tasks and functions the Department, Association and POVB will have regard to the career development needs of individuals; the efficient organisation of work; and personal, family and geographic considerations.
- (v) Processes will be adopted to facilitate the skills enhancement and career development opportunities of Correctional Officers, whilst improving the effectiveness of the Department. Without limiting the development of further initiatives, the following processes shall be utilised:

temporary filling of vacant positions;

job rotation;

transfers;

secondment;

provision of training relevant to the needs of the individual and the requirements of the Department.

- (vi) Subclauses (i) - (v) do not replace the Commissioner's authority to exercise discretion to invoke transfers in accordance with section 87 of the *Public Sector Employment and Management Act 2002* to meet Departmental staffing requirements.

3. Transfers

- (i) Requests for transfers on compassionate grounds are at the expense of the officer.
- (ii) Other requests for transfers will be in accordance with the Departmental Base Grade Prison Officer Transfer Policy.
- (iii) Transfers at the rank of Senior Correctional Officer will be by consultation between the parties.

- (iv) Subclauses (i)-(iii) do not replace the Commissioner's authority to exercise discretion to invoke transfers in accordance with section 87 of the *Public Sector Employment and Management Act 2002* to meet Departmental staffing requirements.

4. Consultative Mechanisms

The parties are prepared to discuss all matters raised which are designed to increase flexibility and enhance the smooth running of the Department's operations. A consultative committee will be established consisting of management, Association and POVB representatives. This committee will meet on a regular basis to discuss any matter relevant to the operation of this Award or Memorandum of Understanding or any other matter considered relevant to the maintenance and improvement of employee relations between the parties during the terms of this Award and Memorandum of Understanding, and thereafter.

5. Meal Allowances

Meal monies - generally

- (i) Correctional Officers are not entitled to payment of meal monies under Part 5 Division 3 Meal Allowances of the Public Sector Employment and Management (General) Regulation 1996 as clause 39 states:

"This Division does not apply to a person:

- (a) who is engaged in regular shift work, and
 - (b) who is entitled to an allowance of the kind referred to in this Division under a State industrial instrument or public service determination."
- (ii) Security Unit personnel, escort crews, Strategy To Eliminate Drugs (STED), Internal Investigations Unit (IIU) and Dog Unit personnel have areas of responsibility and when operating within those areas they are considered to be performing normal duties. They are required as part of their normal duties to travel to other locations and are supplied with a departmental vehicle to undertake the travel. In the case of the Dog Unit, they are supplied with a departmental vehicle to ensure that they are able to respond directly from their residences. However points (iii)-(vii) hereunder will also apply where appropriate.

Exceptions

Meal monies - Overtime

- (iii) An allowance at the rate equivalent to the Dinner rate for overtime under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 is payable to officers working double shifts as per approval from the then Public Service Board in 1979.
- (iv) An allowance at the rate equivalent to the Breakfast rate for overtime under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 is payable to officers who are called for duty on overtime at least 1 hour before their rostered starting time and who are required to commence this overtime at or before 6.00 am.
- (v) An allowance at the rate equivalent to the Dinner rate for overtime under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 is payable to officers who are required to work a minimum of 1½ hours overtime at the end of their rostered shift and such overtime continues beyond 6.00 pm as per approval from the then Public Service Board in 1980.

Inability to take a meal break between the 3rd and 5th hour - Transport Branch only

- (vi) An amount equivalent to the rate for Lunch money for overtime under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 for "A" watch and Dinner money for "C" watch will be paid to those officers who are unable to take a twenty minute paid crib break away from the supervision of inmates between the third and fifth hour from the commencement of a shift.

- (vii) This allowance will be paid in lieu of overtime and will only occur in emergency or extreme circumstances as the Department is obliged to provide appropriate breaks in accordance with OH & S requirements.

6. Operational Agreements

That the parties will develop an Operational Agreement or equivalent, at each correctional centre or each relevant workplace.

NOTE: The Memorandum of Understanding made on 19 February 1998 and published with the Crown Employees (Prison Officers, Department of Corrective Services) Award on 5 March 1999 (308 IG 557) has been updated by the s19 Review of the Award in IRC No. 1691 of 2007. The clauses for Professional Conduct, Equity of Employment, Harassment Free Workplace and Performance Management have been relocated into the Award.

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (DEPARTMENT OF COMMERCE) AWARD 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1701 of 2007)

Before Commissioner Ritchie

19 May 2008

REVIEWED AWARD

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Parties to the Award
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5.	Leave Loading included in Salary
6.	Savings of Rights
7.	Conditions of Employment
8.	Flexible Hours of Work
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10.	Private Use of Business Vehicles
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12.	Child Care
13.	Tailored Benefits for Relocation
14.	Flexible Work Practices
15.	Grievance and Dispute Settling Procedures
16.	Consultative Arrangements
17.	Deduction of Union Membership Fees
18.	Workplace Representatives
19.	Anti-Discrimination
20.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Classification and Salary Schedules

1. Title

This award shall be known as the Crown Employees (Department of Commerce) Award 2008.

2. Definitions

"Act" means the *Public Sector Employment and Management Act 2002*

"Department" means the NSW Department of Commerce, as specified in Schedule 1 of the *Public Sector Employment and Management Act 2002*.

"Director-General" means the chief executive officer of the NSW Department of Commerce.

"DPE" means the Director of Public Employment as established under the *Public Sector Employment and Management Act 2002*.

"DPWS" means the areas of the Department employing staff in classifications under this award.

"Salaried staff", "staff member", "staff" and "employee" mean people employed in the Department of Commerce who are paid by salary. These terms exclude those employed in the Senior Executive Service.

"Salary" excludes the employer's contribution to superannuation. Salary may take the form of a salary package including non-monetary compensation.

"Salary Point" means a salary nominated within a grade or level.

"Union" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA) or the Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch) (APESMA) having regard to their respective coverage.

3. Parties to the Award

The parties to this award are the Director of Public Employment, the Department of Commerce, the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales and the Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch).

4. Classifications and Salaries

- (1) The classifications and salary rates are set out in Table 1 of Part B, Monetary Rates of this award.
- (2) The salary rates are set in accordance with the Crown Employees (Public Sector - Salaries 2007) Award or any variation or replacement award.

5. Leave Loading Included in Salary

In accordance with the arrangement commencing 1 December 1995 in the former Department of Public Works and Services, the salary rates in this award include an additional 1.35% payment in lieu of a recreation leave loading.

6. Saving of Rights

At the time of making of this award, no staff member covered by this award will suffer a reduction in their rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this Award. This clause is not intended to give rise to further claim.

7. Conditions of Employment

The staff members regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions are provided for under the *Public Sector Employment and Management Act 2002*, the Public Sector Employment and Management Regulation 1996, the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 and the Crown Employees (Public Sector - Salaries 2007) Award or any awards replacing these awards.

8. Flexible Hours of Work

The Department of Commerce Flexible Working Hours Agreement or its successor applies to staff under this award.

9. Assistance With Public Transport

The Department will provide funds for the purchase of yearly rail, bus and ferry tickets (or combinations of these) for staff members who require them.

Staff members will repay the cost of the ticket over 12 months through regular fortnightly deductions from after tax salary.

10. Private Use of Business Vehicles

Staff members, subject to availability of motor vehicles and Management approval, may use departmental vehicles for private purposes. Such staff members can negotiate to include private use of a vehicle in a salary package.

Private use of vehicles is determined by business need, not remuneration level, and all vehicles must be fully available for business use during normal working hours.

Salary packaging is not compulsory and vehicles remain the property of the Department of Commerce. Costs and payments are to be the same as those applying to the Senior Executive Service, as applied from time to time.

The arrangements set out in this clause do not promote, or allow, casual and short-term use of departmental vehicles for private use.

11. Career Development

The Department is committed to the ongoing learning and development of its staff members. Staff members shall be provided with equitable opportunities for career and professional development.

It is recognised that training and development shall not be limited to internal and external training courses and may include staff member exchange programs, secondments, attendance at conferences, seminars or short-term study courses which have been approved by the Department and permission granted for the staff members to attend. The Department will continue to meet the cost of such training and development initiatives.

The Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 provisions for Study Assistance and Staff Development and Training Activities will apply to staff members with the following additional provisions:

The Department will make reasonable contributions towards compulsory fees (tuition fees or course changes, other than the Higher Education Contribution Surcharge), where the Deputy Director Generals, Divisional Directors or Group General Managers approve payments because they are justified by the relevance of studies to the current and future skills requirements of the Department.

Study leave will be granted for post-graduate studies directly related to the Department's core business, at the discretion of the Director-General.

12. Child Care

The Department will continue to sponsor child care places in the Family Day Care Scheme throughout New South Wales. Family Day Care provides small group care in a family environment and caters for children aged up to 12.

13. Tailored Benefits for Relocation

- (1) A package will provide tailored benefits for staff required to relocate. The benefits will be equal to, or better than, the current provisions of the Crown Employees (Transferred Employees Compensation) Award.

- (2) A package of variable, individually negotiated benefits will be established to compensate for the expenses and associated dislocation experienced by staff required to relocate their residence as a consequence of promotion, transfer (for other than disciplinary reasons) or exchange to a new work location.
- (3) The scope of the package will be defined prior to time of acceptance of the new position and will include:
 - (a) Reimbursement of up to 100% of relocation expenses associated directly with the transfer or promotion
 - (b) Reimbursement of up to 100% for temporary accommodation and/or excess rental costs up to a period of 6 months
 - (c) Payment of a relocation allowance of up to \$5,000.00 (dependent on individual circumstances) to compensate for items not directly recoverable.
- (4) These provisions are available to all staff, subject to negotiation and approval on an individual basis.

14. Flexible Work Practices

Staff members and the Department may make use of the flexible work practices outlined in the Public Employment Office document "Flexible Work Practices - Policy and Guidelines", October 1995, and the "Strategies for Flexible Workplace Arrangements", April 2000.

The provisions of clause 15, Grievance and Dispute Settling Procedures, are available to resolve any disputes arising under the terms of this clause.

15. Grievance and Dispute Handling Procedures

- (1) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Department, if required.
- (2) A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (3) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act, 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Director-General or delegate.
- (4) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (5) If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Director-General.
- (6) The Director-General may refer the matter to the DPE for consideration.
- (7) 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.

- (8) A staff member, at any stage, may request to be represented by their Union.
- (9) The staff member or the 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.
- (10) The staff member, Union, Department and DPE shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (11) Whilst the procedures outlined in subclauses (1) to (10) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

16. Consultative Arrangements

The parties to this Award will establish a Consultative Committee.

17. Deduction of Union Membership Fees

- (1) The Union shall provide the Department with a schedule setting out Union fortnightly membership fees payable by members of the Union in accordance with the Union's rules.
- (2) The Union shall advise the Department 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 Department at least one month in advance of the variation taking effect.
- (3) Subject to (1) and (2) above, the Department shall deduct Union fortnightly membership fees from the pay of any staff member who is a member of the Union in accordance with the Union's rules, provided that the staff member has authorised the Department to make such deductions.
- (4) Monies so deducted from staff member's pay shall be forwarded regularly to the Union together with all necessary information to enable the Union to reconcile and credit subscriptions to staff members' Union membership accounts.
- (5) Unless other arrangements are agreed to by the Department and the Union, all Union membership fees shall be deducted on a fortnightly basis.
- (6) Where a staff member 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 staff member to make a fresh authorisation in order for such deductions to continue.

18. Workplace Representatives

Staff members who are delegates shall, upon notification thereof to the Department, be recognised as accredited representatives of the Union(s). They shall be allowed the necessary time during working hours to interview the appropriate Deputy Director General, Divisional Director or Group General Manager, or their representatives, and the staff members whom they represent, on matters affecting the staff members whom they represent.

19. Anti-Discrimination

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

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

20. Area, Incidence and Duration

- (1) This award applies to staff of the Department of Commerce in the classifications listed in Table 1 of Part B, Monetary Rates excluding staff employed in GCIO (Government Chief Information Office), OFT (Office of Fair Trading), OIR (Office of Industrial Relations), and Businesslink
- (2) 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 Commerce) Award 2004 published 6 May 2004 (350 I.G. 866) and all variations thereof.
- (3) The changes made to this award pursuant to the Award Review under Section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Award made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 19 May 2008.
- (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 - Classification and Salary Schedules

Salary Rates effective from the beginning of the first pay period to commence on or after 1 July 2007.

DPWS PROFESSIONAL STAFF

Grade	Year	Per Annum \$
General Scale	1	27,426
General Scale	HSC 19 yrs	31,076
General Scale	2 or age 20	33,169
General Scale	3 or age 21	35,748
General Scale	4	36,726
General Scale	5	38,276
General Scale	6	38,973
General Scale	7	39,941
General Scale	8	41,417
General Scale	9	42,920
General Scale	10	44,501
General Scale	11	45,810
General Scale	12	46,953
General Scale	13	48,332
1	1	48,801
	2	51,526
	3	55,224
	4	59,138
	5	62,646
2	1	66,426
	2	68,984
	3	71,126
	4	73,198
3	1	77,108
	2	79,501
	3	82,530
	4	85,055
4	1	89,319
	2	91,937
	3	93,770

DPWS SENIOR PROFESSIONAL STAFF

Level	Year	Per annum \$
Senior 1	1	97,612
	2	99,535
Senior 2	1	101,740
	2	103,924
Senior 3	1	106,189
	2	107,374

DPWS PROJECT STAFF

Grade	Year	Per annum \$
1	1	57,935
	2	59,141

2	1	62,680
	2	64,487
3	1	66,474
	2	68,454
4	1	70,436

DPWS SENIOR MANAGEMENT

Grade	Year	Per annum \$
1	1	116,406
	2	122,273
2	1	128,137
	2	134,006

DPWS STAFF

Grade	Year	Per annum \$
General Scale	1	27,426
General Scale	HSC 19 yrs	31,076
General Scale	2 or age 20	33,169
General Scale	3 or age 21	35,748
General Scale	4	36,726
General Scale	5	38,276
General Scale	6	38,973
General Scale	7	39,941
General Scale	8	41,417
General Scale	9	42,920
General Scale	10	44,501
* Personal		45,810

Grade	Year	Per annum \$
1	1	46,953
	2	48,332
2	1	49,685
	2	51,044
3	1	52,493
	2	54,076
4	1	55,765
	2	57,476
5	1	61,965
	2	63,924
6	1	66,426
	2	68,370
7	1	70,423
	2	72,530
8	1	75,546
	2	77,952
9	1	80,274
	2	82,530
10	1	85,903
	2	88,459

11	1	92,845
	2	96,782
12	1	102,844
	2	107,374

DPWS TECHNICAL STAFF (A)

Grade	Year	Per annum \$
General Scale	1 or 16 yrs	22,738
General Scale	2 or 17 yrs	25,803
General Scale	3 or 18 yrs	27,426
General Scale	4 or 20 yrs	31,076
General Scale	5 or 21 yrs	33,169
General Scale	6	35,748
General Scale	7	36,726
General Scale	8	38,276
General Scale	9	38,973
General Scale	10	39,941
General Scale	11	41,417
General Scale	12	42,920
General Scale	13	44,501
General Scale	14	45,810
I	1	47,845
	2	49,188
	3	50,544
	4	51,526
	5	53,042
II	1	55,765
	2	56,896
	3	57,902
	4	59,138
III	1	63,183

DPWS SENIOR TECHNICAL (A)

Grade	Year	Per annum \$
Senior I	1	61,965
	2	63,183
	3	65,128
Senior II	1	67,068
	2	68,984
Senior III	1	71,829

SENIOR OFFICER

Grade	Year	Per annum \$
1	1	119,940
	2	129,129
2	1	131,289
	2	140,446

3	1	145,099
	2	159,137

D. W. RITCHIE, Commissioner.

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(1760)

SERIAL C6609

CROWN EMPLOYEES (NSW DEPARTMENT OF THE ARTS, SPORT AND RECREATION - PROGRAM OFFICERS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1708 of 2007)

Before Commissioner Ritchie

21 April 2008

REVIEWED AWARD

PART A

1. Arrangement

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Casual Employees

Table 3 - Rates of Pay - Assistant Instructor and Program Officer (Instructor)

Table 4 - Allowances

SCHEDULES

Schedule 1 - Centre Locations

Appendix 1 - Casual Leave Entitlements

2. Title

- 2.1 This award will be known as the Crown Employees (Department of the Arts, Sport and Recreation - Program Officers) Award.

3. Definitions

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

"AQF" refers to the Australian Qualifications Framework.

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

"Assistant Instructor" refers to an employee employed on a temporary or casual basis to learn the role of instructor who may also be required to assist instructors and program officers in the delivery of programs that are non-educational outcomes based.

"Bivouac" refers to an under canvas/camping activity conducted by Program Officers for client groups.

"Centre" refers to a Departmental residential establishment or site as listed at Schedule 1 where instruction is provided in outdoor recreation for members of the community. It also includes any place designated as part of, or as an annex to, such an establishment.

"Day Duty" refers to hours of duty performed between 7.00am and 7.30pm but does not include meal breaks or periods where an employee is on call.

"Department" means the Department of the Arts, Sport and Recreation.

"Director Commercial Services" means the Director Commercial Service, NSW Sport and Recreation Division of the Department.

"Director-General" means the Director-General of the Department.

"Director of Public Employment" has the same meaning as in the *Public Sector Employment and Management Act 2002*.

"Employees" means all persons employed under the provisions of the Act as permanent, temporary or casual employees and who as at the operative date of this award were occupying a position covered by this award, or who, after that date, are appointed to or employed in any such position.

"General Manager" refers to the General Manager of a Centre of the Department.

"Hours of Duty" refers to the period of time an employee is rostered to deliver client services on day duty, night duty and on duty during a bivouac, but does not include meal breaks or periods where an employee is on call.

"Night Duty" refers to hours of duty performed between 7.30pm and 7.00am but does not include meal breaks or periods where an employee is on call.

"NSW Sport and Recreation" means the NSW Sport and Recreation Division of the Department.

"On Call" refers to periods where an employee is required to be in attendance at the workplace or at a bivouac but during which the employee is off duty and is permitted to undertake personal activities including sleep but, where circumstances require it, may be called to duty. Periods of on call shall not be regarded as rostered hours of duty.

"Program Officer" refers to an employee employed to deliver programs, services and products encompassing structured educational programs, coordination, coaching and instruction of sport and recreational activities and provision of liaison services to community, sporting, corporate and other client groups.

"Program Officer (Instructor)" refers to an employee employed on a temporary or casual basis to provide instruction and deliver programs that are non-educational outcomes based.

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

4. Parties

4.1 This award has been made between the following parties:

- (i) Director of Public Employment
- (ii) Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales
- (iii) Department of the Arts, Sport and Recreation

5. Appointment and Employment

- 5.1 The appointment or employment of employees to vacant positions will be by competitive merit selection, or by transfer between like positions, as set out in the Act.
- 5.2 Program Officers will be appointed or employed on the basis of possessing tertiary qualifications in a relevant field and appropriate knowledge, skills and experience as determined by the Director-General. Relevant fields include, but are not limited to, Education, Arts, Social Sciences, Applied Science, Health and Human Movement. The minimum entry level qualification required is a degree or alternatively, Certificate IV (AQF) Outdoor Recreation and relevant industry experience.
- 5.3 Program Officer (Instructors) and Assistant Instructors are employed on a temporary or casual basis only.
- 5.4 Assistant Instructors must have completed four years of secondary education and have attended a Departmental introductory training camp or have equivalent experience in a similar environment.
- 5.5 Program Officer (Instructors) must meet the requirements of Assistant Instructor and in addition hold a current Royal Life Saving Society (RLSS) Swim and Survive Award, Resuscitation Award, First Aid Qualification and have obtained all core badges and one group badge. In addition, Program Officer (Instructors) must have been employed on a minimum of two occasions as an Assistant Instructor. Program Officer (Instructors) may also be employed on the basis of equivalent experience and/or qualifications.

6. Rates of Pay

- 6.1 Rates of pay are specified at Part B, Tables 1, 2 and 3 of this award. The minimum salary level to which a Program Officer will be appointed to shall be the rate specified at Level 3, Table 1.
- 6.2 Rates of pay provided for in this award will be adjusted in accordance with variations to the Crown Employees (Public Sector - Salaries 2007) Award or any replacement award.

7. Temporary and Casual Employment

- 7.1 A temporary employee may be employed under section 27 of the Act to carry out the duties of a position that is temporarily vacant or to provide additional assistance during busy periods. The nature of the employment will be regular and for a fixed period of time.
- 7.2 A casual employee may be employed under section 38 of the Act. The nature of the employment will be irregular, intermittent, of short duration and may have arisen due to unforeseen staff shortages or emergencies.
- 7.3 Temporary and casual Program Officers will be paid on a daily or half daily basis at the appropriate rate prescribed in Part B, Table 2 of this Award commensurate with their skills, experience and qualifications as determined by the General Manager.
- 7.4 The casual rates of pay for Program Officer specified at Part B, Table 2 include a loading and represent full remuneration for employment (including recreation leave), with the exception of entitlements provided in Clause 13, Night Duty Allowance, and at Appendix 1 of this award.
- 7.5 The rates of pay for Program Officer (Instructor) and Assistant Instructor are specified at Part B, Table 3. These rates represent full remuneration of employment with the exception of entitlements provided under subclause 7.7 of this clause and Clause 13, Night Duty Allowance, of this award.
- 7.6 Temporary and casual employees may be engaged for a period of less than one full day within the term of their employment. An employee engaged on a half-day basis (up to 3.5 hours) shall attract a salary of 50% of the rate specified at Part B, Table 2 for program officers or Table 3 for Program Officer (Instructors) or Assistant Instructors. Duty that extends beyond half day (3.5 hours) shall attract the full daily rate of pay.
- 7.7 Temporary Program Officers, Program Officer (Instructors) and Assistant Instructors engaged for periods of three months or less will receive 6/46ths of salary earned during their employment in lieu of recreation leave entitlements when their period of employment ends.

8. Mobile Positions

- 8.1 Three permanent mobile program officer positions will be established by the Department. These positions will be based at NSW Sport and Recreation's central office however employees appointed to these positions will be deployed across locations where the need arises.
- 8.2 Travel allowances for employees in mobile positions will be payable in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, or any replacement award.
- 8.3 Employees appointed to mobile positions may apply to transfer to an advertised program officer vacancy permanently established at a Centre or Academy after 12 months continuous service in a mobile position. Such transfers will require the approval of the Director Commercial Services.
- 8.4 The Association will be consulted if the Department proposes to increase the number of mobile positions established.

9. General Conditions of Employment

- 9.1 All other conditions not specified in this award shall be provided in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or any replacement award.

10. Hours of Duty

- 10.1 The contract hours of duty will be 35 hours per week, exclusive of meal breaks and shall be worked over 20 days within a four week roster cycle. Hours of duty may be undertaken on any day of the week and may comprise day duty and night duty.
- 10.2 Employees will be rostered according to client needs and may be required to commence duty at any time during the day.
- 10.3 Rosters will be displayed in an area available to all employees no less than five (5) days before the beginning of the four week roster cycle. A roster may be altered at any time to enable the service of a Centre to be delivered. A minimum of 24 hours notice of roster variations will be given wherever possible.
- 10.4 An employee may be requested to work when a rostered employee is absent from duty on account of illness, in an emergency or due to unforeseen circumstances but only if it reasonable for the employee to be required to do so.
- 10.5 An employee may refuse to work additional hours resulting from a roster change in circumstances where the working of such hours would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors will be taken into account:
- (i) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;
 - (ii) any risk to employee health and safety;
 - (iii) the urgency of the work required to be performed, the impact on the operational commitments of the organisation and the effect on client services;
 - (iv) the notice (if any) given by the Manager and by the employee of their intention to refuse to work the additional hours, or
 - (v) any other relevant matter
- 10.6 Employees will be rostered for 20 days within a four week roster cycle. Permanent and temporary program officers who are required to undertake duty on days in excess of 20 days in a four week roster cycle shall be entitled to accumulate one day compensatory leave for each day worked in excess of twenty.
- 10.7 Night duty and hours worked in excess of 35 hours per week by permanent and temporary program officers are compensated by way of payment of the sport and recreation allowance (see clause 12), additional recreation leave (see subclause 14.2) and compensatory leave (see clause 15).
- 10.8 Wherever practicable, an unpaid meal break of 30 minutes must be provided to and taken by employees after every five hours of continuous duty. Where it is not possible for an employee to be provided with an uninterrupted meal break, the meal break will be counted as part of the employee's hours of duty.
- 10.9 All employees must record their hours of duty each day in an approved form, specifying start and finish times and meal breaks.

10A. Public Holidays

- 10A.1 Employees rostered for duty on a Public Holiday shall count the hours actually worked towards their contract hours of duty and the day shall be counted as a day worked within the four week roster cycle.
- 10A.2 Public Holiday duty is compensated by way of payment of the sport and recreation allowance (see clause 12) and compensatory leave (see paragraph (ii) of subclause 15.1).

- 10A.3 Employees not rostered for duty on a Public Holiday shall count 7 hours towards their contract hours of duty and the day shall be counted as a day worked within the four week roster cycle.

11. On Call

- 11.1 Employees may be required to perform on call duties as a regular part of their role to support the safety and welfare of clients. When on call overnight, an employee will be required to reside on site in Centre accommodation in order to respond immediately to emergencies or situations requiring the assistance of an employee.
- 11.2 Employees will be provided with free lodging for each night they are required to be on call overnight.
- 11.3 Employees must report any disturbances to the General Manager. If the incident is serious and/or resulted in a significant disruption to the employee's sleep, the General Manager will be required to make an assessment of the employee's ability to continue duty if rostered on the next day.
- 11.4 Compensation for on call undertaken by permanent and temporary program officers is provided through payment of the sport and recreation allowance (see clause 12 of this award) and compensatory leave (see clause 15 of this award).

12. Sport and Recreation Allowance

- 12.1 The sport and recreation allowance prescribed in Part B, Table 4 of this award is payable to all permanent Program Officers, except as provided at subclause 12.7 of this clause.
- 12.2 Temporary Program Officers shall be entitled to the daily allowance prescribed in Part B, Table 4 for each day they are employed. Casual Program Officers and instructional staff are not entitled to the sport and recreation allowance.
- 12.3 The sport and recreation allowance is payable for all incidences of employment, except as provided at subclause 12.5 of this award, and will be regarded as part of salary for superannuation purposes.
- 12.4 The sport and recreation allowance is in lieu of:
- (i) overtime payments and allowances paid for:
 - night duty and/or on call on up to eight occasions in a roster period
 - weekend work
 - public holiday duty
 - (ii) meal interruptions
 - (iii) working in adverse conditions (for example, but not restricted to, inclement weather).
- 12.5 The sport and recreation allowance does not compensate for employees sleeping outdoors as part of a bivouac, who shall be paid a camping allowance as provided in Table 1 - Allowances of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or any replacement award. The camping allowance shall be paid at the rate applicable for a Non Established Camp, as determined by the Director of Public Employment from time to time.
- 12.6 The sport and recreation allowance will be adjusted in accordance with variations to the Crown Employees (Public Sector - Salaries 2007) Award or any replacement award.
- 12.7 The sport and recreation allowance will not be payable during temporary transfers to positions that are not covered by this award.

13. Night Duty Allowance

- 13.1 Casual Program Officers are entitled to the night duty allowance prescribed at Part B, Table 4 of this award if they are rostered for night duty or are required to be on call overnight.
- 13.2 Program Officer (Instructors) are entitled to the allowance specified at Part B, Table 4 of this award if they are required to be on call overnight.
- 13.3 Assistant Instructors are not eligible to receive the night duty allowance as they are not required to perform night duty.

14. Recreation Leave and Annual Leave Loading

- 14.1 Employees shall be entitled to recreation leave as provided for in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or any replacement award.
- 14.2 In addition to the entitlements under subclause 14.1 of this clause, employees shall be entitled to accrue an additional ten days recreation leave per annum as compensation for day duty performed that is in excess of the contract hours of duty.
- 14.3 An employee shall take at least two consecutive weeks of recreation leave every 12 months, except by agreement with the Director Commercial Services in special circumstances.
- 14.4 Employees are entitled to accrue up to a maximum of 40 days recreation leave before they will be directed to take a minimum of two weeks recreation leave within three months of the notification at a time convenient to the Centre.
- 14.5 The employee will be notified when accrued recreation leave reaches 50 days and will be directed to take at least two weeks recreation leave within six weeks of the notification. This leave is to be taken at a time convenient to the Centre.
- 14.6 Rates of pay provided for in this award at Part B, Tables 1, 2 and 3 incorporate payment for annual leave loading.

15. Compensatory Leave

- 15.1 Permanent and temporary Program Officers will accrue compensatory leave, subject to subclause 15.2 of this clause, in the following circumstances:

- (i) In accordance with subclause 10.6 of clause 10, Hours of Duty, of this award, one day of compensatory leave will accrue for each day worked in excess of 20 in a roster cycle.
- (ii) Employees rostered for duty on a public holiday at any time during the roster cycle shall accrue 1.5 days compensatory leave.
- (iii) Employees who are rostered to perform night duty or are required to be on call overnight on more than eight occasions in any roster period shall accrue compensatory leave as follows:

one day of compensatory leave will accrue for overnight night duty/on call

a half day of compensatory leave will accrue for night duty/on call that does not require the employee for the entire night provided a minimum of 7 hours duty in total (day and night duty) has been worked.

Employees can be rostered for night duty or required to be on call overnight on up to eight occasions in each roster period before compensatory leave accrues.

- (iv) The number of nights rostered to achieve accrual of compensatory leave will be pro-rated for each week of leave taken in a roster period:

Where one week of leave is taken compensatory leave will accrue in accordance with paragraph (iii) of this subclause when the employee is required to perform night duty or be on call overnight on more than 6 occasions

Where two weeks of leave is taken compensatory leave will accrue in accordance with the said paragraph (iii) when the employee is required to perform night duty or be on call overnight on more than 4 occasions

Where three weeks of leave is taken compensatory leave will accrue in accordance with the said paragraph (iii) when the employee is required to perform night duty or be on call overnight on more than 2 occasions

- (v) Hours of duty performed in excess of 40 hours per week will attract compensatory leave, on an hour for hour basis, up to a maximum of 91 hours per annum. Compensatory leave accrued under this paragraph is not counted towards the limit on accumulation set at subclause 15.2 for compensatory leave accrued under paragraphs (i)-(iv) of this subclause.

- 15.2 Employees may accumulate up to ten days compensatory leave accrued in accordance with paragraphs (i), (ii), (iii) and (iv) of subclause 15.1 of this clause.
- 15.3 Employees should use their compensatory leave in the roster cycle following the roster in which it was accrued, wherever possible.
- 15.4 Employees may be directed by the General Manager to take accrued compensatory leave during seasonal downturns and quiet times.
- 15.5 Compensatory leave balances should be reduced to zero at the commencement of each year, or before a transfer to another Centre or to a position not covered by this award.

16. Accommodation and Residential Requirements

- 16.1 Program Officers who elect to reside in separate housing accommodation, where available, within a Centre shall pay rent on accommodation as determined by the Director-General.
- 16.2 Program Officers who elect to reside in separate housing accommodation, where available, within a Centre shall pay a utilities charge as determined by the Director-General. This charge shall be considered payment of the employee's contribution to the cost of personal electricity, gas/heating and telephone use.
- 16.3 Program Officers who elect to occupy shared accommodation where it is available within a Centre are not required to pay rent on the days when they are rostered on program duty. Rent will be paid at all other times in accordance with the Meals & Accommodation Policy.

17. Staff to Client Ratios

- 17.1 The number of clients to which a Program Officer or Program Officer (Instructor) shall be required to supervise in the participation of an outdoor recreation activity shall be limited to 32 unless the employee is accompanied by another adult or visiting teacher.
- 17.2 Assistant Instructors must be accompanied by another Program Officer, Program Officer (Instructor), adult or visiting teacher when providing instruction.

18. Protective Clothing and Equipment

18.1 The Department will provide permanent and temporary employees employed for periods in excess of 12 months with the following items:

- (i) 1 x pair of sunglasses (approved by the NSW Cancer Council)
- (ii) 1 x sunhat that provides adequate sun coverage
- (iii) Sunscreen
- (iv) 1 x sleeping bag
- (v) 1 x gortex raincoat
- (vi) 1 x 2-way radio for use during activities held off-site

All items may be retained by the employee, with the exception of the two-way radio which must be returned to the Centre when the employee leaves his/her position.

18.2 Permanent and temporary employees will be paid a laundry allowance as provided in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or any replacement award.

18.3 Clothing and equipment specified under subclause 18.1 of this clause will be purchased in accordance with NSW Government Procurement Guidelines and where possible, goods will be Australian Made.

19. Immunisations

19.1 The Department will offer all permanent and temporary employees who are to be employed for three months or longer, immunisations against Hepatitis A and Hepatitis B. The Department will fund the cost of the injections including the post vaccination serology tests.

20. Accreditations

20.1 The Department will support the continuing first aid and resuscitation accreditation of Program Officers and will fund the cost of the training and provide paid time for the employee to achieve this accreditation.

20.2 The Department may provide support for other accreditations deemed essential for employees at specific locations. These could include, but are not limited to, boat licences and bus licences.

21. Professional Development

21.1 The Department is committed to the professional development of employees. The Department will identify the training and development needs of employees and provide opportunities for skill and professional development. In turn employees will undertake to professionally develop their skills and knowledge and apply these to the best of their ability.

22. Transfers Between Centres

22.1 After two years of continuous service in any one Centre, an employee may apply for transfer to an advertised vacancy at another Centre. Such transfers will require the approval of the Director Commercial Services.

22.2 An employee's place of work may be changed by approval of the Director Commercial Services from one Centre to another on a temporary basis for reasons of skills transfer, to meet seasonal or unexpected client demand, emergency or at the employee's request.

- 22.3 If a Centre is closed due to seasonal demand, or is temporarily not providing services for reasons of emergency, employees may be required to temporarily relocate to another Centre for up to one roster period with extension by mutual agreement or, alternatively to take accrued leave.
- 22.4 Subclauses 22.2 and 22.3 of this clause will be subject to consultation with the employee and personal circumstances will be taken into account.
- 22.5 Transfers between Centres will be in accordance with the provisions of the Act and the guidelines issues by the Director of Public Employment from time to time.

23. Variable Year Employment

- 23.1 Permanent employees may choose to take a year's leave after working for a period of four (4) years with the Department. This leave may be unpaid or paid leave.
- 23.2 Employees may choose to have regular deductions from their pay for the preceding four years to allow for the fifth year of employment to be on full or part pay.
- 23.3 Employees may take advantage of variable year employment for reasons of family responsibilities, academic study, travel, or alternative employment.
- 23.4 Applications for variable year employment will be submitted to the Director Commercial Services for approval. The employee will retain a right of return to their original position.

24. Deduction of Union Membership Fees

- 24.1 The Association will provide the Department with a schedule setting out fortnightly union membership fees payable by members of the union in accordance with the union's rules.
- 24.2 The Association will advise the Department of any change to the amount of fortnightly union membership fees made under its rules. Any variation to the schedule of fortnightly union membership fees payable will be provided to the Department at least one month in advance of the variation taking effect.
- 24.3 Subject to subclauses 24.1 and 24.2 of this clause, the Department will deduct union fortnightly membership fees from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the Department to make such deductions.
- 24.4 These deductions from a employee's pay will be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to the employee's union membership accounts.
- 24.5 Unless the Department and the Association agree to other arrangements, all union membership fees will be deducted on a fortnightly basis.
- 24.6 Where an employee has already authorised the deduction of union membership fees from his or her pay before this clause taking effect, nothing in this clause will be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

25. Anti Discrimination

- 25.1 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 or responsibilities as a carer.
- 25.2 It follows that in fulfilling their obligations under the Grievance and Dispute Resolution Procedures 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.

- 25.3 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.
- 25.4 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.
- 25.5 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.

26. Grievance and Dispute Resolution Procedures

- 26.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- 26.2 An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 26.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee 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.
- 26.4 The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 26.5 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- 26.6 The Department Head may refer the matter to the Director of Public Employment for consideration.
- 26.7 If the matter remains unresolved, the Department Head shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 26.8 An employee, at any stage, may request to be represented by the Association.
- 26.9 The employee or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.

- 26.10 The employee, Association, department and Director of Public Employment shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 26.11 Whilst the procedures outlined in subclauses 26.1 to 26.9 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public

27. No Extra Claims

The 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*.

28. Area, Incidence and Duration

- 28.1 This award will apply to all staff employed by the Department who are employed in the classifications of Program Officer, Program Officer (Instructor) and Assistant Instructor.
- 28.2 The employees regulated by this award will be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions provided for by the *Public Sector Employment and Management Act 2002* and Regulation 1996, the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 and the Crown Employees (Public Sector - Salaries 2007) Award or any replacement awards.
- 28.4 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (NSW Department of Tourism, Sport and Recreation - Program Officers) Award published 11 February 2005 (348 IG 432), as varied.
- 28.5 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 New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 21 April 2008.
- 28.6 The award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

Table 1 - Rates of Pay - Program Officers - Permanent Employees

Classification	Salary Level	Rate of Pay (\$ per annum) First Pay Period following (FPPF) 1.7.07
Program Officer	Level 1	43,383
	Level 2	45,084
	Level 3	47,627
	Level 4	51,031
	Level 5	52,730
	Level 6	55,290
	Level 7	57,836
	Level 8	60,395
	Level 9	62,938
	Level 10	65,496
	Level 11	68,038
	Level 12	69,741

Table 2 - Rates of Pay - Program Officers - Temporary and Casual Employees

Classification	Salary Level	Temporary Employees FPPF 1.7.07 (\$ per day)	Casual Employees FPPF 1.7.07 (\$ per day)
Program Officer	Level 1	166.32	187.09
	Level 2	172.79	194.41
	Level 3	182.53	205.38
	Level 4	195.64	220.04
	Level 5	202.10	227.41
	Level 6	211.94	238.41
	Level 7	221.68	249.39
	Level 8	231.50	260.42
	Level 9	241.25	271.39
	Level 10	251.08	282.44
	Level 11	260.82	293.40
	Level 12	267.28	300.72

Table 3 - Rates of Pay - Assistant Instructor & Program Officer (Instructor)

Classification	Salary Level FPPF 1.7.07 (\$ per day)
Assistant Instructor	45.61
Program Officer (Instructor)	145.38
	176.37

Table 4 - Allowances

Allowance	Clause reference	Amount FPPF 1.7.07
Sport and recreation allowance - permanent Program Officers	Subclause 12.1	\$8,505 per annum
Sport and recreation allowance - temporary Program Officers	Subclause 12.2	\$32.60 per day
Night duty allowance - casual Program Officers	Clause 13	\$69.59 per night
Night duty allowance - Program Officer (Instructors)	Clause 13	\$33.58 per night

SCHEDULE 1**CENTRE AND ACADEMY LOCATIONS**

Berry Sport and Recreation Centre
660 Coolangatta Road
BERRY NSW 2535

Borambola Sport and Recreation Centre
1980 Sturt Highway
WAGGA WAGGA NSW 2650

Broken Bay Sport and Recreation Centre
BROOKLYN NSW 2083

Lake Ainsworth Sport and Recreation Centre
Pacific Parade
LENNOX HEAD NSW 2478

Lake Burrendong Sport and Recreation Centre
Tara Road
MUMBIL NSW 2820

Jindabyne Sport and Recreation Centre
The Barry Way
JINDABYNE NSW 2627

Lake Keepit Sport and Recreation Centre
Fitness Camp Road
GUNNEDAH NSW 2380

Milson Island Sport and Recreation Centre
BROOKLYN NSW 2083

Myuna Bay Sport and Recreation Centre
Main Road
DORA CREEK NSW 2264

Point Wolstoncroft Sport and Recreation Centre
Kanangra Drive
GWANDALAN NSW 2259

Sydney Academy of Sport and Recreation
Wakehurst Parkway
NARRABEEN NSW 2101

APPENDIX 1

- (i) Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, of the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (a) The Department Head must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*) because:
- (A) the employee or employee's spouse is pregnant; or
- (B) the employee is or has been immediately absent on parental leave.
- The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.
- (ii) Personal Carers entitlement for casual employees
- (a) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in (iii) below who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (d), and the notice requirements set out in (e).
- (b) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

- (d) The casual employee shall, if required,
 - (A) 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, or
 - (B) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, a casual employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

- (e) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

(iii) A family member for the purposes of paragraph (ii) (a) above is:

- (a) a spouse of the employee; or
- (b) a de facto spouse being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; 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 of spouse or of 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 a relative of the employee 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 the other; and

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

(iv) Bereavement entitlements for casual employees

- (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
- (b) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

- (d) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

D.W. RITCHIE, Commissioner

Printed by the authority of the Industrial Registrar.

(1307)

SERIAL C6529

**CROWN EMPLOYEES (NSW POLICE FORCE SPECIAL
CONSTABLES) (POLICE BAND) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1664 of 2007)

Before Commissioner Murphy

17 March 2008

REVIEWED AWARD

PART A

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PART B**MONETARY RATES**

Table 1 - Salaries

Table 2 - Other Rates and Allowances

1. Title

This award shall be known as the Crown Employees (NSW Police Force Special Constables) (Police Band) Award.

2. Definitions

- (a) "Officer" means and includes all persons employed as Special Constables (Police Band) by the NSW Police Force who, as at 28 July 1997, were occupying one of such positions or who, after that date, are appointed to such a position.
- (b) "Commissioner" means the Commissioner of Police in New South Wales or any person acting in such position from time to time.
- (c) "Service" means continuous service. Future appointees shall be deemed to have the years of service indicated by the rates of pay at which they are appointed.
- (d) "Promotional position" means the positions of Senior Special Constable (Police Band).
- (e) "Special Constable (Police Band)" when used in the appropriate context may refer to all positions of Special Constables (Police Band) including promotional positions.
- (f) "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (g) "Award" means the Crown Employees (NSW Police Force Special Constables) (Police Band) Award.

3. Salaries

An officer shall, according to the position held and years of service, be paid an annual salary of not less than the amounts as set out in Table 1 - Salaries, of Part B, Monetary Rates.

4. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 4.1 The entitlement to salary package in accordance with this clause is available to all officers covered by this award.
- 4.2 For the purpose of this clause:
 - (i) "salary" means the salary or rate of pay prescribed for the officer's classification by clause 3, Salaries, or Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (ii) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- 4.3 By mutual agreement with the Commissioner, an officer may elect to package a part or all of their post compulsory deduction salary in order to obtain:
 - (i) a benefit or benefits selected from those approved by the Commissioner, and

- (ii) an amount equal to the difference between the officer's salary, and the amount specified by the Commissioner for the benefit provided to or in respect of the officer in accordance with such agreement.
- 4.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 4.5 The agreement shall be known as a Salary Packaging Agreement.
- 4.6 Except in accordance with subclause 4.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the officer and the Commissioner at the time of signing the Salary Packaging Agreement.
- 4.7 Where an officer makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the officer may elect to have the amount sacrificed:
- (i) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - (ii) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (iii) subject to NSW Police Force agreement, paid into another complying superannuation fund.
- 4.8 Where the officer makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 4.9 Where the officer makes an election to salary package and where the officer is a member of a superannuation scheme established under the:
- (i) *Police Regulation (Superannuation) Act 1906*;
 - (ii) *Superannuation Act 1916*;
 - (iii) *State Authorities Superannuation Act 1987*; or
 - (iv) *State Authorities Non-contributory Superannuation Act 1987*,
- the NSW Police Force must ensure that the officer's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 4.10 Where the officer makes an election to salary package, and where the officer is a member of a superannuation fund other than a fund established legislation listed in subclause 4.9 of this clause, the NSW Police Force must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the NSW Police Force may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 4.11 Where the officer makes an election to salary package:
- (i) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - (ii) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an officer is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the officer's rate of pay, shall be calculated by reference to the rate which would have applied to the officer under clause 3, Salaries, or Part B of this Award if the Salary Packaging Agreement had not been entered into.

- 4.12 The NSW Police Force may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 4.13 The NSW Police Force will determine from time to time the value of the benefits provided following discussions with the Federation. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the officer may elect to terminate the Salary Packaging Agreement.

5. Anti-Discrimination

- 5.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 5.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 5.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 5.4 Nothing in this clause is to be taken to affect:
- (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.
- 5.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

6. Progression

Progression through the incremental range is dependent upon completion of 12 months satisfactory conduct and service on each step of the scale.

Provided that the first year of service for Special Constables (Police Band) shall be a probationary period and the officers conduct and performance shall be subject to review and report at 3 monthly intervals.

The positions of Senior Special Constable (Police Band) are promotional positions which will be filled by way of open competitive selection upon the occurrence of a vacancy. The following procedure stipulates the method by which Special Constables (Police Band) will be appointed to promotional positions and ensures that such appointments are based on merit selection principles.

6.1 Advertisement Action

All promotional positions will be advertised in the Police Weekly. The advertisement will provide the criteria by which culling and selection will be determined.

Advertisements will clearly state the requirements of the positions and will detail essential and desirable qualifications in line with the Position Overview (formerly known as a Statement of Duties and Accountabilities). The content of the advertisement will inform applicants of the skills and abilities necessary to perform the duties of the position. The closing date for applications will be not less than three weeks following the date of publication.

6.2 Selection Committee

A selection committee of identical composition to that required for any vacant Administrative Officer position in the NSW Police Force will be established and will assume responsibility for assessing the comparative merit of each applicant and recommending the candidate with the greatest merit.

Merit is decided by reference to the abilities, qualifications, experience, standard of performance and personal qualities of an applicant relative to the position.

6.3 Convenor

A convenor of the selection committee will be nominated. The role of the convenor will include ensuring that no member of the committee has any bias toward any of the applicants, and that the selection process does not involve any unfair questioning or assessment of applicants.

The convenor will also undertake the administrative work associated with the selection process.

6.4 Culling of Applications

A cull will be conducted by the Committee based on the content of the advertisement and the Position Overview.

The purpose of the cull is to exclude applicants who on the basis of the application do not demonstrate that they satisfy the essential requirements of the advertisement or who show evidence that their qualifications and experience are not as competitive as other applicants.

6.5 Notice of Interview

Applicants will be given at least 3 clear working days notice of interview. Interviews should be held within 10 working days of the closing date of applications.

6.6 Attendance at Interview

Where an officer is rostered for work at the time of interview they shall be granted special leave without loss of pay to attend. Provided however that where an officer is rostered off duty at the time of the interview then attendance at interview shall be without pay. Every effort shall be made to roster officers on duty to facilitate their attendance at interview.

6.7 Selection Committee Report

The Selection Committee will be required to produce a written report on the selection process specifically detailing reasons for selection and non-selection.

6.8 Approving Officer

The Director, Human Resources shall under delegation from the Commissioner be the Approving Officer. Notification of successful applicants to promotional positions shall be published at the earliest possible opportunity in the Police Weekly.

6.9 Services Check

A check of the conduct and services of the recommended officer will be made with their supervising officer.

6.10 Right of Appeal

The parties acknowledge that a right of appeal in relation to promotional positions lies to the Government and Related Employees Appeal Tribunal (GREAT).

7. Future Adjustments

Should there be a variation to the Crown Employees (Public Sector - Salaries 2007) Award, or an award replacing it during the term of this award by way of salary increase, this award shall be varied to give effect to any such salary increase, from the operative date of the variation of the former award or replacement award.

8. Higher Duties Allowance

Special Constables (Police Band) who provide relief in positions which attract a higher rate of pay will receive payment of an allowance in compensation for the period of relief provided, subject to the following conditions:

- 8.1 the relieving officer performs all of the duties and assumes all of the responsibilities of the higher position.
- 8.2 the period of relief is not less than 5 consecutive working days in duration.
- 8.3 where an officer performing higher duties is required to work overtime, payment will be made at the higher rate.
- 8.4 the supervising officer will be responsible for substantiating that payment of the allowance is justified.
- 8.5 there shall be no payment of higher duties allowances arising from the operation of the 38 hour week.

9. Doubling Allowance

- 9.1 Officers required to "double" on any musical instrument shall be paid an allowance per annum as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. From 1 July 2008, the allowance shall be adjusted in accordance with the percentage increase applying to salary rates.
- 9.2 The doubling allowance shall be disregarded in computing the 10% loading prescribed in Table 1 - Salaries, of Part B, Monetary Rates, and payments for overtime worked.

10. Hours

(a) General

- 10.1 Except as provided in clause 13, Flexible Rosters of this award, the ordinary hours of duty for officers shall be an average of 38 per week or 76 per fortnight and shall be worked from Sunday to Saturday inclusive.

The hourly rate for officers shall be calculated on the basis of 1/38th.

- 10.2 Ordinary hours shall not exceed 8 per day and shall be worked continuously from starting time except as provided in clause 11, Meals of this award. Officers shall not be rostered to work broken shifts except in the public interest or on reasonable request by the Commander, NSW Police Force Band.
- 10.3 Rostered shifts of 8 hours may be arranged on the basis of 5 rostered shifts and 2 rest days in any period of a week or 10 rostered shifts and 4 rest days in any period of 2 weeks. An officer's roster shall be arranged, as far as practicable, to allow 1 rest day on each alternate Sunday with 2 rest days comprising 1 weekend in 4.
- 10.4 The parties agree that changes may be made in a roster in emergent circumstances with reasonable notice and in any event with notice of at least 24 hours.

(b) 38 Hour Week Operation

- 10.5 The hours of duty shall be an average of 38 per week on the basis of accruing 1 day off per 20 day cycle to be taken as a block of days except where a rostered day off may be taken at the discretion of the Commissioner of Police.
- 10.6 The maximum accrual of days off shall be 12 working days per annum on the basis of no accrual of the 13th day during the first 4 weeks of annual leave. In order to meet NSW Police Force requirements and in the event of unforeseen circumstances arising, the day off may be deferred and taken at a suitable later time.
- 10.7 All paid ordinary working time and paid leave of absence goes towards the accrual of time for the rostered day off. However, where extended long service, sick leave or workers' compensation paid absences occur accrual only applies to the extent necessary to enable the rostered day off immediately following resumption to be allowed.
- 10.8 There will be mutual co-operation at all levels to ensure that the efficiency of the Band is maintained at the pre-existing standards without additional overtime being worked.
- 10.9 There shall be no payment of higher duties allowances arising from the rostered day off. There shall be no eligibility for sick leave when on rostered leave arising from the 38 hour week.
- 10.10 Wages and salaries will be paid into banking or other accounts.
- 10.11 All restrictive work practices are to be eliminated.

11. Meals

- 11.1 An officer shall be allowed an unbroken period of not less than 30 minutes in the aggregate each shift for meals. Such time shall not be counted as time worked.
- 11.2 An officer shall not normally be required to work for more than 5 hours without a meal break.
- 11.3 An officer who actually incurs expense in purchasing a meal and has worked more than one half hour beyond the completion of a rostered shift shall be entitled to be compensated at the rates for the payment of meal allowances prescribed from time to time by the NSW Police Force. Provided that where actual expenditure exceeds the rates prescribed an officer shall be entitled to a refund of amounts actually and reasonably incurred upon production of receipts.

12. Shift Work Allowance

- 12.1 An officer who works the full shift of not less than 8 hours shall be paid, in addition for each shift actually worked, a shift allowance as set out in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- 12.2 It is agreed that shift allowances shall be subject to variation only to the extent of any variation in the same rate prescribed by the Crown Employees (Police Officers - 2005) Award from time to time.

13. Flexible Rosters

Notwithstanding clause 10, Hours of this award the parties agree that where the majority of Special Constables (Police Band) agree and the Commander, NSW Police Force Band agrees, a trial of a flexible roster system may be implemented. Such a trial shall be for a period of up to 6 months in the first instance, following which the parties may agree to the adoption of the flexible roster as an ongoing arrangement.

The conditions of any such trial shall be in accordance with the Parameters for Flexible Rostering, Administrative Officers and Ministerial Employees, Etc., and the Guidelines for the Taking and Recording of Leave, Etc., Administrative Officers and Ministerial Employees, Etc.

14. Overtime

- 14.1 Subject to subclause 15.2 of clause 15, Recall to Duty, the NSW Police Force may require an officer to work reasonable overtime at overtime rates.
- 14.2 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. What is unreasonable or otherwise will be determined having regard to:
- (i) any risk to officer health and safety;
 - (ii) the officer's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the Commander, NSW Police Force Band of the overtime and by the officer of his or her intention to refuse it; and
 - (v) any other relevant matter.
- 14.3 All time worked outside the ordinary hours of work prescribed by clause 10, Hours of this award, shall be paid at the rate of time and one half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work. Provided that an officer who works overtime on a public holiday as prescribed in clause 22, Public Holidays, shall be paid for such time at the rate of double time for the first two hours and double time and one half thereafter. Except as provided in this subclause, in computing overtime, each days work shall stand-alone.
- 14.4 Overtime shall be calculated to the nearest quarter hour provided that periods of less than a quarter hour shall not be counted.
- 14.5 Overtime shall be calculated on an hourly rate of pay of the annual salary. In this regard the 10% loading is not part of annual salary and shall not be taken into account when calculating payment of overtime.
- 14.6 Time spent travelling shall not be calculated as overtime.
- 14.7 Approval to work overtime shall be obtained from the Commander, NSW Police Force Band.
- 14.8 Where two or more periods of overtime are worked on one day, then only the time actually worked shall count for the determination of the commencement of the payment of double time.
- 14.9 An officer may elect, subject to the convenience of the employer, to take time off in lieu of the payment of overtime.

15. Recall to Duty

- 15.1 "Recall to duty" is the interference with the period of time off work between the arrival of an officer at home after the conclusion of one shift and the commencement of the next rostered shift caused by the necessity for an officer to perform duty.
- A recall to duty commences when the officer commences duty (excluding travel from home) and terminates when the duty is completed (excluding travel to home) or the commencement of the next rostered shift whichever is the sooner.
- 15.2 An officer recalled to duty shall be paid, subject to subclause 14.6 of clause 14, Overtime of this award, for the time worked on such recall to duty between normal rostered shifts a minimum of 3 hours at the overtime rate specified in subclause 14.1 for each time so recalled, except where such duty is continuous with the commencement of the next rostered shift.

- 15.3 An officer recalled to duty within 3 hours of the commencement of the next rostered shift shall be paid at the appropriate overtime rate from the time of recall to the time of the commencement of such shift.
- 15.4 The minimum period for the payment of overtime worked specified in subclause 14.2 shall not apply to entitlements under this clause.
- 15.5 An officer who performs the duty for which recalled within the minimum period of 3 hours shall not be required to undertake any additional duty for the remainder of the 3 hour period.
- 15.6 An officer recalled to duty whose period of duty and travel to and from the place where the duty is performed exceeds 3 hours shall, in addition to payment for the recall to duty, be compensated at the rate specified hereafter for travelling time in clause 17, for any period of travel exceeding 2 hours.
- 15.7 An officer recalled to duty during any period of annual or long service leave may elect to be re credited with a full day's leave for each day or part thereof involved in the recall to duty or to be paid a minimum of 8 hours at the rate of time and one half for each such day or part thereof.
- 15.8 Time worked in excess of 8 hours on any recall to duty during annual or long service leave shall be compensated at the rate of double time.
- 15.9 Travelling time incurred in any recall to duty from annual or long service leave which exceed the minimum 8 hours granted under subclause 15.7 of this clause shall be compensated at the rate of ordinary time.
- 15.10 An officer recalled to duty on a public holiday shall be paid in accordance with subclause 15.2 of this clause.

16. Penalty Provisions Not Cumulative

Where two or more penalty and/or overtime provisions could apply in a particular situation, NSW Police Force shall pay only one of such provisions. Where the provisions are not identical, the higher or highest, as the case may be, shall apply.

17. Travelling Time

- 17.1 Travelling time shall be compensated by the payment of ordinary time rates on an hour for hour basis up to a maximum of 8 hours in any period of 24 hours.
- 17.2 Travelling time shall mean a period spent in the movement of an officer from one locality to another where the primary objective of the journey is the movement of that officer to the latter locality and no specific task other than travelling is directed in advance to be performed by such officer during that period.

Provided that travelling time will not apply in respect of:

- (i) Any period of travel during the rostered shift of an officer or any period during which overtime accrues.
- (ii) Any period of travel between the home of an officer and place of attachment - provided further that when an officer is directed to perform duty at a location other than at the normal place of attachment, the travelling time to and from that locality which exceeds that taken in travelling between home and the place of attachment shall be compensated in terms of subclause 17.1 of this clause.
- (iii) Any period when an officer is travelling by train between the hours of 11 pm and 8 am when sleeping accommodation is provided.
- (iv) Any period of travel by an officer recalled to duty in terms of subclause 15.1 of clause 15, Recall to Duty of this award. Provided that any officer so recalled to duty who resides at such a distance

from the place to which recalled that the officer cannot reasonably travel from the place of residence, perform the duty for which recalled and return to the place of residence within the minimum of 3 hours shall be paid at ordinary time rates for all time spent travelling in connection with such recall in excess of 2 hours.

- (v) Any period between arrival of an officer at the destination or a place en route to the destination where accommodation is provided and departure from the destination or the place en route for the purpose of travelling to the destination or returning to the place of residence or the normal place of attachment.

Provided further that on the day of arrival of an officer at the destination and on the day of departure from the destination for the journey to the place of residence or normal place of attachment the officer will be compensated in terms of subclause 17.1 of this clause for one third of the period:

- (1) Between the time of arrival and commencement of duty or rostered shift;
 - (2) Between the time of completion of duty or rostered shift and time of departure.
- (vi) For the purpose of this subclause, any period between the hours of 6 pm and 8 am during which an officer is provided with accommodation at the destination will be disregarded.

18. Travelling Allowance

Travelling allowance provisions shall be the same as those applying to non-commissioned police officers from time to time.

19. Travelling to Distant Work

- 19.1 Where an officer performs duty at a place other than the normal place of attachment, the time taken travelling to and from such place in excess of normal travelling time between home and the place of attachment shall be compensated by payment at the rate of ordinary time.
- 19.2 An officer so employed shall be entitled to recover from the employer the cost of any fares in excess of those normally incurred in travelling between home and the place of attachment.

20. Leave

The Uniform Leave Conditions for Ministerial Employees shall apply provided that full time officers shall be entitled to 6 weeks (228 hours) recreation leave per annum.

As a general principal recreation leave including additional leave (if applicable) will be applied for in advance and be taken in periods of a full week only. Whilst this general principle will apply, officers may in emergency circumstances apply in advance for leave of a lesser period than a week. Such applications may be approved at the discretion of the officer in charge.

Consistent with the Personnel Handbook of the NSW Public Service, the parties agree that a block of two weeks recreation leave shall be taken each leave year unless insufficient paid leave is available.

The NSW Industrial Relations Commission's Family Provisions Case 2005 applies to officers in relation to Carers Leave and Parental Leave.

The Enhanced Conditions relating to Maternity, Adoption, Parental and Extended Leave from the settlement of the Association's 2004 Pay Case apply to officers (refer Premier's Department Circular No 2004 - 45).

21. Additional Annual Leave

Officers shall be entitled to additional annual leave on the following basis:

Number of ordinary shifts worked on Sundays and/or Public Holidays during a qualifying period	Additional Leave
4 - 10	1 additional working day
11 - 17	2 additional working days
18 - 24	3 additional working days
25 - 31	4 additional working days
32 or more	5 additional working days

A qualifying period shall mean the period commencing 12 months from 1 December each year.

22. Public Holidays

- 22.1 An officer required to work on the days on which New Year's Day, Anniversary Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day are observed and special days appointed by proclamation as public holidays throughout the State, shall be paid at the rate of time and one half (i.e., half time in addition to the ordinary rate).
- 22.2 An officer rostered to take a public holiday as a rest day who is subsequently required to work a shift on that public holiday and who is not notified of such change of rostered duty at least 24 hours before the commencement of the altered shift, shall be paid for the performance of duty on that shift in lieu of being granted an alternate rest day at the overtime rate specified in subclause 14.1 of clause 14, Overtime.

For the purposes of this clause the ordinary rate excludes the 10% loading as defined in Table 1 - Salaries, of Part B, Monetary Rates.

23. Introduction of New Technology

The parties agree to co-operate fully in the implementation and/or trialing of new technology which may become available to assist in the provision of band services.

24. Introduction of Change

The parties agree to co-operate fully through the Special Constables (Police Band) Consultative Committee in the implementation and/or trialing of change in respect of the employment or organisation of Special Constables (Police Band) with the objective of ensuring the most efficient, effective and productive use of resources.

25. Disputes/Grievance Settlement Procedure

The resolution of or settlement of disputes and/or individual grievances of officers arising throughout the life of this agreement shall be dealt with in the manner prescribed hereunder:

- 25.1 Where a dispute/grievance arises at a particular work location, discussions including the remedy sought shall be held as soon as possible, and in any event within two working days of such notification, between the officer/s concerned and the immediate supervising officer, or other appropriate officer in the case of a grievance.
- 25.2 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 supervising officer the notification may occur to the next appropriate level of management, including where required, to the Commissioner or delegate.

- 25.3 Failing resolution of the issue further discussions shall take place as soon as possible, and in any event within two working days of such failure, between the individual officer/s and at their request the local delegate or workplace representative and the Commander, NSW Police Force Band or nominee.
- 25.4 If the dispute/grievance remains unresolved the employee/s, local delegate or workplace representative or Commander, NSW Police Force Band may refer the matter to the Commander, Police and Community Youth Clubs for discussion between the Human Resource Manager or delegate and the Association. Those discussions should take place as soon as possible and in any event within two working days of such referral.
- 25.5 If the dispute is not resolved at that stage the matter is to be referred to the Industrial Relations Branch of the NSW Police Force who will assume responsibility for liaising with members of the Senior Executive Service of the NSW Police Force and the Association and advise of the final position of the Commissioner of Police, including reasons for not implementing the remedy sought if such is the case.

The matter will only be referred to the Industrial Relations Commission of NSW if:

- (i) The final decision of the Commissioner of Police does not resolve the dispute/grievance; or
- (ii) The final position of the Commissioner of Police is not given within five working days from the date of referral of the matter to the Industrial Relations Branch, or other agreed time frame.

At no stage during a dispute that specifically relates to any industrial agreement in force may any stoppage of work occur or any form of ban or limitation be imposed.

In cases where a dispute is premised on an issue of safety, consultation between the Association and the Industrial Relations Branch should be expedited. The status quo shall remain until such matter is resolved.

The whole concept of a dispute settlement procedure is to resolve disputation at the level as close as possible to the source of disputation.

This procedure has been adopted to promote full and open consultation at each step of the process in an effort to promote and preserve harmonious industrial relations.

Throughout each stage parties involved should ensure that the relevant facts are clearly identified and documented. Parties should also be committed to following the procedure with as much timeliness as possible.

26. NSW Police Force Special Constables (Police Band) Consultative Committee

It is intended for the purpose of this agreement to establish a forum within which matters concerning the formation of policy and procedures may be addressed.

The parties agree that members of the Committee should include 3 representatives from the NSW Police Force (one being the Commander, NSW Police Force Band or nominee, the second being a further nominee of the Commander, NSW Police Force Band, and the third being a nominee of the Director, Public Affairs Branch); a representative of the Association and 2 delegates.

This Committee shall meet on a needs basis within one week at the request of either party, or other agreed time frame.

27. Public Interest

The parties agree that any provision of this Award may be suspended by the Commissioner of Police where emergency circumstances or the public interest require that they be varied temporarily.

The Commissioner of Police reserves the right to apply to vary, after first consulting with the Association, any of the provisions of the Award which the Commissioner considers are no longer appropriate when regard is had to similar provisions then applying to non commissioned police officers.

28. Disciplinary Guidelines

A similar and consistent approach to that outlined in the NSW Police Force Administrative Officer Discipline Policy Guidelines and Procedures, and the NSW Police Force Administrative Officer Remedial Performance Program Policy and Procedures, will be applied to Special Constables (Police Band) employed by the NSW Police Force.

29. Deduction of Association Membership Fees

- 29.1 The Association shall provide the NSW Police Force with a schedule setting out Association fortnightly membership fees payable by members of the Association in accordance with the Association's rules.
- 29.2 The Association shall advise the NSW Police Force of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Association fortnightly membership fees payable shall be provided to the NSW Police Force at least one month in advance of the variation taking effect.
- 29.3 Subject to subclauses 29.1 and 29.2 of this clause, the NSW Police Force shall deduct Association fortnightly membership fees from the pay of any officer who is a member of the Association in accordance with the Association's rules, provided that the officer has authorised the NSW Police Force to make such deductions.
- 29.4 Monies so deducted from the officer's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to officer's Association membership accounts.
- 29.5 Unless other arrangements are agreed to by the NSW Police Force and the Association, all Association membership fees shall be deducted on a fortnightly basis.
- 29.6 Where an officer has already authorised the deduction of Association membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the officer to make a fresh authorisation in order for such deductions to continue.

30. Secure Employment

30.1 Occupational Health and Safety

- (i) For the purpose of this subclause, the following definitions shall apply:
- (1) A 'labour hire business' is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/ or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause 30.1 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

30.2 Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

30.3 This clause has no application in respect of organisations which are properly registered as Group Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council

31. Area, Incidence and Duration

- 31.1 This award shall apply to Special Constables (Police Band) who were employed by NSW Police Force as at 28 July 1997 or who are subsequently employed. Except where inconsistent with this award, the provisions of any other existing Determination or Award will continue to apply.
- 31.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (NSW Police Special Constables) (Police Band) Award published 15 April 2005 (350 I.G. 54), as varied.
- 31.3 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 I.G. 359) take effect on and from 17 March 2008.
- 31.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Salaries

Effective from the first full pay period to commence on or after 1 July 2007.

In addition to the salaries prescribed in Column 1, officers shall be paid a loading in accordance with Column 2 for work performed on weekends and other incidents of employment not otherwise provided for elsewhere in this award.

(a) Special Constable (Police Band)

Special Constable (Police Band)			\$ per annum
	Column 1 Base	Column 2 Loading (10%)	Column 3 Total
	\$	\$	\$
1st year of service	44,396	4,440	48,836
2nd year of service	45,188	4,519	49,707
3rd year of service	45,967	4,597	50,564
4th year of service	46,807	4,681	51,488
5th year of service	49,012	4,901	53,913
6th year of service and thereafter	49,863	4,986	54,849

(b) Senior Special Constable (Police Band)

Senior Special Constable (Police Band)	Column 1 Base Per annum	Column 2 Loading (10%) Per annum	Column Base Total Per annum
	\$	\$	\$
1st year of service and thereafter	51,739	5,174	56,913

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Subject Matter	Amount \$ Effective from the first full pay period on or after 1.7.2007
1	9	Doubling Allowance	823.00 per annum
2	12	Shift Work Allowance -	Effective from the first full pay period on or after 1.7.2007
	Shift	Shift Commencing Time	
	A	At or after 1 pm and before 4 pm	29.70
	B	At or after 4 pm and before 4 am	34.65
	C	At or after 10 am and before 1 pm	19.80
	C	At or after 4 am and before 6 am	19.80
			Effective from the first full pay period on or after 1/1/08
	Shift	Shift Commencing Time	
	A	At or after 1 pm and before 4 pm	30.29
	B	At or after 4pm and before 4am	35.34
	C	At or after 10am and before 1pm	20.20
	C	At or after 4am and before 6am	20.20

J. P. MURPHY, Commissioner

CROWN EMPLOYEES (NSW POLICE FORCE SPECIAL CONSTABLES) (SECURITY) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1663 of 2007)

Before Commissioner Murphy

17 March 2008

REVIEWED AWARD

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Wages
4.	Wages Packaging Arrangements, Including Wages Sacrifice to Superannuation
5.	Anti-Discrimination
6.	Progression
7.	Future Adjustments
8.	Mixed Functions
9.	Hours
10.	Shift Work Allowance
11.	Saturday and Sunday Work During Ordinary Hours
12.	Flexible Rosters
13.	Night Shifts
14.	Commencing Times
15.	Overtime
16.	Part-time Employment
17.	Casual Employment
18.	Shift Allowances - Part Time and Casual Officers
19.	Volunteer Duty
20.	Leave
21.	Public Holidays
22.	Training and Development
23.	Introduction of New Technology
24.	Introduction of Change
25.	Disputes/Grievance Settlement Procedure
26.	Special Constable (Security) Consultative Committee
27.	Uniforms
28.	Disciplinary Guidelines
29.	Deduction of Union Membership Fees
30.	Secure Employment
31.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Wages

Table 2 - Other Rates and Allowances

1. Title

This award shall be known as the Crown Employees (NSW Police Force Special Constables) (Security) Award.

2. Definitions

- (a) "Officer" means and includes all persons employed as Special Constables (Security) by the NSW Police Force who, as at 30 July 1997, were occupying one of such positions or who, after that date, were appointed to such a position.
- (b) "Commissioner" means the Commissioner of Police in New South Wales or any person acting in such position from time to time.
- (c) "Service" means continuous service. Future appointees shall be deemed to have the years of service indicated by the rates of pay at which they are appointed.
- (d) "Promotional position" means the positions of Senior Special Constable (Security).
- (e) "Special Constable (Security)" when used in the appropriate context may refer to all positions of Special Constables (Security) including promotional positions.
- (f) "Part Time Special Constable (Security)" means an officer employed under the provisions of clause 16, Part-time Employment, of this award.
- (g) "Casual Special Constable (Security)" means an officer employed under the provisions of clause 17, Casual Employment, of this award.
- (h) "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (i) "Award" means the Crown Employees (NSW Police Force Special Constables) (Security) Award.

3. Wages

An officer shall, according to the position held and years of service, be paid a weekly wage of not less than the amounts as set out in Table 1 - Wages, of Part B, Monetary Rates.

4. Wage Packaging Arrangements, Including Wages Sacrifice to Superannuation

4.1 The entitlement to wage package in accordance with this clause is available to:

- (a) full-time and part-time officers; and
- (b) casual officers, subject to New South Wales Police Force convenience, and limited to wage sacrifice to superannuation in accordance with subclause 4.7.

4.2 For the purposes of this clause:

- (a) "wage" means the rate of pay prescribed for the officer's classification by clause 3, Wages, of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- (b) "post compulsory deduction wage" means the amount of wage available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.

4.3 By mutual agreement with the Commissioner, an officer may elect to package a part or all of their post compulsory deduction wage in order to obtain:

- (a) a benefit or benefits selected from those approved by the Commissioner, and
 - (b) an amount equal to the difference between the officer's wage, and the amount specified by the Commissioner for the benefit provided to or in respect of the officer in accordance with such agreement.
- 4.4 An election to wage package must be made prior to the commencement of the period of service to which the earnings relate.
- 4.5 The agreement shall be known as a Wage Packaging Agreement.
- 4.6 Except in accordance with subclause 4.7, a Wage Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the officer and the Commissioner at the time of signing the Wage Packaging Agreement.
- 4.7 Where an officer makes an election to sacrifice a part or all of their post compulsory deduction wage as additional employer superannuation contributions, the officer may elect to have the amount sacrificed:
- (a) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - (b) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to New South Wales Police Force agreement, paid into another complying superannuation fund.
- 4.8 Where the officer makes an election to wage sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 4.9 Where the officer makes an election to wage package and where the officer is a member of a superannuation scheme established under the:
- (a) *Police Regulation (Superannuation) Act 1906*;
 - (b) *Superannuation Act 1916*;
 - (c) *State Authorities Superannuation Act 1987*; or
 - (d) *State Authorities Non-contributory Superannuation Act 1987*,
- the New South Wales Police Force must ensure that the officer's superable wage for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Wage Packaging Agreement had not been entered into.
- 4.10 Where the officer makes an election to wage package, and where the officer is a member of a superannuation fund other than a fund established under legislation listed in subclause 4.9 of this clause, the New South Wales Police Force must continue to base contributions to that fund on the wage payable as if the Wage Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the New South Wales Police Force may be in excess of superannuation guarantee requirements after the wage packaging is implemented.
- 4.11 Where the officer makes an election to wage package:
- (a) subject to Australian Taxation law, the amount of wage packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an officer is entitled under this Award or any applicable Award, Act or statute which is expressed to

be determined by reference to the officer's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the officer under clause 3, Wages, or Part B of this Award if the Wage Packaging Agreement had not been entered into.

- 4.12 The New South Wales Police Force may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Wage Packaging Agreement from date of such variation.
- 4.13 The New South Wales Police Force will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Wage Packaging Agreement from the date of such variation. In this circumstance, the officer may elect to terminate the Wage Packaging Agreement.

5. Anti-Discrimination

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

6. Progression

Progression through the incremental range is dependent upon completion of 12 months satisfactory conduct and service on each step of the scale.

Provided that the first year of service for Special Constables (Security) shall be a probationary period and the officer's conduct and performance shall be subject to review and report at 3 monthly intervals.

The positions of Senior Special Constable (Security) are promotional positions, which will be filled by way of open competitive selection upon the occurrence of a vacancy. The following procedure stipulates the method by which Special Constables (Security) will be appointed to promotional positions and ensures that such appointments are based on merit selection principles.

6.1 Advertisement Action

All promotional positions will be advertised in the Police Weekly. The advertisement will provide the criteria by which culling and selection will be determined.

Advertisements will clearly state the requirements of the positions and will detail essential and desirable qualifications in line with the Position Overview (formerly known as a Statement of Duties and Accountabilities). The content of the advertisement will inform applicants of the skills and abilities necessary to perform the duties of the position. The closing date for applications will be not less than three weeks following the date of publication.

6.2 Selection Committee

A selection committee of identical composition to that required for any vacant Administrative Officer position in the NSW Police Force will be established and will assume responsibility for assessing the comparative merit of each applicant and recommending the candidate with the greatest merit.

Merit is decided by reference to the abilities, qualifications, experience, standard of performance and personal qualities of an applicant relative to the position.

6.3 Convenor

A convenor of the selection committee will be nominated. The role of the convenor will include ensuring that no member of the committee has any bias toward any of the applicants, and that the selection process does not involve any unfair questioning or assessment of applicants. The convenor will also undertake the administrative work associated with the selection process.

6.4 Culling of Applications

A cull will be conducted by the Committee based on the content of the advertisement and the Position Overview.

The purpose of the cull is to exclude applicants who on the basis of the application do not demonstrate that they satisfy the essential requirements of the advertisement or who show evidence that their qualifications and experience are not as competitive as other applicants.

6.5 Notice of Interview

Applicants will be given at least 3 clear working days notice of interview. Interviews should be held within 10 working days of the closing date of applications.

6.6 Attendance at Interview

Where an officer is rostered for work at the time of interview they shall be granted special leave without loss of pay to attend. Provided however that where an officer is rostered off duty at the time of the interview then attendance at interview shall be without pay. Every effort shall be made to roster officers on duty to facilitate their attendance at interview.

6.7 Selection Committee Report

The Selection Committee will be required to produce a written report on the selection process specifically detailing reasons for selection and non-selection.

6.8 Approving Officer

The Director, Human Resources, shall under delegation from the Commissioner be the Approving Officer. Notification of successful applicants to promotional positions shall be published at the earliest possible opportunity in the Police Weekly.

6.9 Services Check

A check of the conduct and services of the recommended officer will be made with their supervising officer.

6.10 Right of Appeal

The Parties acknowledge that a right of appeal in relation to promotional positions lies to the Government and Related Employees Appeal Tribunal (GREAT).

7. Future Adjustments

The parties recognise that the wages prescribed in Table 1 - Wages, of Part B, Monetary Rates, establish a wages structure for Special Constables (Security). Should there be a variation to the Crown Employees (Public Sector - Salaries 2007) Award, or any award replacing it, during the term of this award, by way of salary increase, this award shall be varied to give effect to any such salary increase from the operative date of the variation of the former award or replacement award.

8. Mixed Functions

Where a Special Constable (Security) is directed to and performs the duties of a promotional position which attracts a higher rate of pay for at least two hours on any day or shift they shall be paid the higher rate for such day or shift; provided that where an officer is engaged in the performance of higher duties for less than two hours on any one day or shift, payment shall be at the higher rate for the time so worked. The higher rate applicable shall be that which applies at the first year rate of pay for such promotional positions.

Any officer who is required to perform work temporarily for which a lower rate is paid, shall not suffer any reduction in wages whilst so employed. There shall be no payment of higher duties allowances arising from the operation of the 38 hour week.

9. Hours

(a) General

9.1 Except as provided in clause 16, Part Time Employment, and clause 17, Casual Employment of this award, the ordinary hours of duty for officers shall be an average of 38 per week or 76 per fortnight and shall be worked from Sunday to Saturday inclusive.

The hourly rate for officers shall be calculated on the basis of 1/38th.

9.2 The parties agree that changes may be made in a roster in emergent circumstances with reasonable notice and in any event with notice of at least 24 hours.

(b) 38 Hour Week Operation

9.3 The 38 hour week is to be worked on the basis of a rostered day off per month in each 20 working days. This means that the officer accrues 0.4 of an hour each 8 hour shift towards having the 20th day off with pay.

9.4 In order to meet NSW Police Force requirements and in the event of unforeseen circumstances arising, the day off may be deferred and taken at a suitable later time. Where there are seasonal or other considerations affecting NSW Police Force activities, rostered days off may be accrued in order to be taken in some normally less active period related to those considerations.

9.5 All paid ordinary working time and paid leave of absence goes towards the accrual of time for the rostered day off. However, where extended long service leave, sick leave or workers' compensation paid absences occur accrual only applies to the extent necessary to enable the rostered day off immediately following resumption to be allowed.

- 9.6 Starting and finishing times are to be strictly observed with no afternoon tea break.
- 9.7 Wages and salaries will be paid into banking or other accounts.
- 9.8 There shall be no payment of higher duties allowances arising from the rostered day off. There shall be no eligibility for sick leave when on rostered leave arising from the 38 hour week.
- 9.9 Where loadings are included as part of salary in respect of hours of work no increase in the quantum or percentage of the loading shall occur as a result of the reduction in working hours.
- 9.10 All restrictive work practices are to be eliminated.

10. Shift Work Allowance

Except as provided for under clause 18, Shift Allowances - Part Time and Casual Officers of this award, full time Special Constables (Security) who are required from time to time to work their ordinary hours of employment from 3.00 pm to 7.00 am Monday to Friday, shall be paid an allowance per week in addition to their ordinary rate of pay in accordance with the rates set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. Provided that where an officer is absent on Sick Leave for a Monday to Friday shift, the above allowance shall be reduced by 1/5th for each shift or part of a shift so absent. Except as provided above and in clause 15, Overtime of this award, such additional sum shall be part of the ordinary rate of pay for all purposes of the employment.

11. Saturday and Sunday Work During Ordinary Hours

Except as provided for under clause 18 Shift Allowances - Part Time and Casual Officers of this award, full time Special Constables (Security) who are required from time to time to work their ordinary hours of employment on both Saturday and Sunday shall be paid an allowance per week as set out in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, which shall be in addition to their ordinary rate of pay in accordance with the rates contained in this clause. Provided that where an officer is absent on Sick Leave for a Saturday or Sunday shift, the above allowance shall be reduced by one half for each shift or part of a shift so absent. Except as provided above and in clause 15, Overtime of this award, such additional sum shall be part of the ordinary rate of pay for all purposes of the employment.

12. Flexible Rosters

Notwithstanding clause 9, Hours of this award, the parties agree that where the majority of Special Constables (Security) in a given location or locations agree and the Commander, Security Management Unit agrees; a trial of a flexible roster system may be implemented. Such a trial shall be for a period of up to 6 months in the first instance, following which the parties may agree to the adoption of the flexible roster as an ongoing arrangement.

The conditions of any such trial shall be in accordance with the Parameters for Flexible Rostering, Administrative Officers and Ministerial Employees, Etc., and the Guidelines for the Taking and Recording of Leave, Etc., Administrative Officers and Ministerial Employees, Etc.

13. Night Shifts

Under normal rostering practices Special Constables (Security) shall not be rostered to work more than seven (7) night shifts, (i.e., a full shift commencing at or after 4.00 pm and before 4.00 am), in any period of twenty-one (21) days, except in emergent circumstances as the roster progresses.

Where in emergent circumstances a Special Constable (Security) is required to work more than seven (7) night shifts in any period of twenty-one (21) days, no additional payment will follow.

14. Commencing Times

On the basis of long standing concession and practice, whilst ever standard 8 hour shifts are worked, the commencing times of rostered shifts will generally be 6.30 am, 2.30 pm and 10.30 pm. Provided that no

additional penalties shall apply and no overtime is to accrue unless a Special Constable (Security) coming off shift is requested to remain past the usual commencing times of 7.00 am, 3.00 pm and 11.00 pm, respectively. Provided further that where the needs of the work so require, commencing times as appropriate may be required.

15. Overtime

- 15.1 Subject to subclause 15.2 of this clause, the NSW Police Force may require an officer to work reasonable overtime at overtime rates.
- 15.2 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. What is unreasonable or otherwise will be determined having regard to:
- (a) any risk to officer health and safety;
 - (b) the officer's personal circumstances including any family responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the Commander, Security Management Unit of the overtime and by the officer of his or her intention to refuse it; and
 - (e) any other relevant matter.
- 15.3 With the exception of work performed under the provisions of clause 19, Volunteer Duty of this award, all work performed outside the ordinary rostered hours of duty shall be paid as follows:
- (a) For all work performed outside the ordinary rostered hours the rate of pay shall be time and one half for the first two hours and double time thereafter. Provided that in computing overtime each days work shall stand alone.
 - (b) All overtime worked on Sundays shall be paid for at the rate of double time.
 - (c) All overtime worked on a Public Holiday shall be paid for at the rate of double time and one half.
 - (d) Provided that the allowances prescribed in clauses 10, 11 and 18 of this award shall be disregarded in computing payments for overtime worked.
 - (e) Meal Allowance - after working ordinary hours an officer required to work overtime in excess of one hour shall be paid an amount as set out in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, for a meal as set out in the said Item 3 for a subsequent meal after the officer has worked a further 4 hours overtime, unless notice of work has been given to such officer on or before the termination of the previous shift or day worked as the case may be.

16. Part Time Employment

- 16.1 The parties agree that Special Constables (Security) may be employed on a part time basis for a period less than 38 hours in any one week.
- 16.2
- (a) Part time Special Constables (Security) shall be paid an hourly rate calculated on the following basis:

$$\frac{\text{Weekly Rate}}{38}$$

- (b) Provided that the weekly rate on engagement shall be that applying to a First Year Special Constable (Security) as set out in Table 1 - Salaries, of Part B, Monetary Rates.
 - (c) Provided further that a part time Special Constable (Security) shall be eligible to receive a pro rata (based on hours worked) of the appropriate increment as set out in Table 1 - Salaries, of Part B, Monetary Rates, subject to the completion of each 12 months of satisfactory service.
- 16.3 Shift times for part time officers and the days on which such shifts shall be worked will be set and regular.
- 16.4 Notwithstanding the provisions of subclause 16.3 of this clause, the times and days on which part time officers shall work their hours and shifts may be altered by providing 24 hours notice to facilitate the attendance of Special Constables (Security) where required.
- 16.5 Where a Public Holiday falls on a day on which a part time officer is normally rostered for duty they may be:
- (a) Rostered on duty - and paid at the rate of time and one half (150%) in addition to the rate prescribed in subclause 16.2 of this clause.
 - (b) Granted the shift free of work - such a shift shall count as one days work for that week but no additional compensation shall apply.
- 16.6 Overtime for part time officers. In the unusual event that overtime is to be worked by a part time officer, the overtime rates prescribed in clause 15 of this award shall apply.
- (a) Overtime shall only apply to those hours worked in excess of the daily rostered hours but shall only apply in any event after 8 hours has been worked on any one day. For work on days other than the days on which the part time officer was rostered to work their usual hours, the standard hourly rate shall apply to all hours up to 8 per day, after which time overtime rates shall apply. Overtime rates shall also apply for all hours worked in excess of 38 in any rostered week.
 - (b) Provided however that where the parties have agreed to the working of a flexible roster system in line with clause 12 of this award then overtime shall only be payable after the agreed standard shift hours applying to full time officers under the flexible roster have been worked.
- 16.7 Entitlements for part time officers shall be calculated on a pro rata basis.
- 16.8 Part time Special Constables (Security) are remunerated on the basis of a 38 hour per week divisor and thus will not accrue time towards the provision of a rostered day off in every 20 working day cycle in accordance with the 38 hour week agreement applying to full time Special Constables (Security).

17. Casual Employment

The parties agree that Special Constables (Security) may be employed on a casual basis.

- 17.1 A Casual Special Constable (Security) shall mean an officer who is engaged and paid as such.
- (a) Casual Special Constables (Security) shall be paid for each hour worked an hourly rate equal to one 38th of the rate applicable to a Special Constable (Security), 1st year of service as set out in Table 1 - Salaries, of Part B, Monetary Rates, plus a loading of 10%.
 - (b) A casual officer shall in addition be paid a loading of 1/12th for all ordinary hours worked in lieu of Annual Leave.
 - (c) A minimum payment of 3 hours at the appropriate rate shall be made for each engagement.
 - (d) Overtime - In the unusual event that overtime is worked by a casual officer the overtime rates prescribed in clause 15 of this award shall apply. Such rates shall be calculated on the rate

prescribed in paragraph (a) of this subclause. Provided that overtime shall only apply to those hours worked in excess of 8 in any one day.

Provided however that where the parties have agreed to the working of a flexible roster system in line with clause 12, Flexible Rosters, of this award then overtime rates shall only be payable after the agreed standard shift hours applying to full time officers under the flexible roster have been worked.

(e) A casual officer shall be paid for all hours worked and shall not with the exception of paragraph (b) of this subclause, accrue an entitlement to any form of leave.

17.2 The employment of existing Special Constables (Security) shall not be prejudiced by the employment of any Casual Special Constable (Security).

17.3 The parties agree that casuals will only be utilised in situations where a commitment to the provision of security services is in place, but the day to day requirements for such services can fluctuate or change at the instigation of the management of any such place where the security is provided, and any such change is beyond the control of the management of the Security Management Unit of the NSW Police Force or the Special Constables (Security) themselves.

Provided that in any other situation where Special Constables (Security) are generally not available to work required overtime, the services of casuals may be utilised in such circumstances.

17.4 Casual officers are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).

The Commissioner must not fail to re-engage a regular casual officer (see section 53(2) of the Act) because:

- (a) the officer or officer's spouse is pregnant; or
- (b) the officer is or has been immediately absent on parental leave.

The rights of the Commissioner in relation to engagement and re-engagement of casual officers are not affected, other than in accordance with this clause.

17.5 Personal Carers entitlement for casual officers

- (a) Casual officers are entitled to not be available to attend work, or to leave work if they need to care for a family member who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out in paragraph (d) of this subclause, and the notice requirements set out in paragraph (e) of this subclause.
- (b) The Commissioner and the casual officer shall agree on the period for which the officer will be entitled to not be available to attend work. In the absence of agreement, the officer is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual officer is not entitled to any payment for the period of non-attendance.
- (c) The Commissioner of Police must not fail to re-engage a casual officer because the officer accessed the entitlements provided for in this clause. The rights of the Commissioner to engage or not to engage a casual officer are otherwise not affected.
- (d) The casual officer shall, if required,
 - (i) 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, or

- (ii) establish by production of documentation acceptable to the Commissioner or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the officer.

In normal circumstances, a casual officer must not take carer's leave under this subclause where another person had taken leave to care for the same person.

17.6 Bereavement entitlements for casual officers

- (a) Casual officers are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence.
- (b) The Commissioner and the casual officer shall agree on the period for which the officer will be entitled to not be available to attend work. In the absence of agreement, the officer is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual officer is not entitled to any payment for the period of non-attendance.
- (c) The Commissioner must not fail to re-engage a casual officer because the officer accessed the entitlements provided for in this clause. The rights of the Commissioner to engage or not engage a casual officer are otherwise not affected.

18. Shift Allowances, Part Time and Casual Officers

Part time and Casual officers engaged under clause 16, Part Time Employment, and clause 17, Casual Employment of this award, shall in lieu of the allowances prescribed in clauses 10 and 11 of this award, be paid the following shift loadings for the ordinary hours so worked.

18.1 Shifts Monday to Friday

- | | |
|--------------|---|
| 10% loading | (i) A shift commencing at or after 4.00 am and before 6.00 am; or |
| | (ii) A shift commencing at or after 10.00 am and before 1.00 pm. |
| 12½% loading | A shift commencing at or after 1.00 pm and before 4.00 pm. |
| 15% loading | A shift commencing at or after 4.00 pm and before 4.00 am. |

18.2 Weekends and Public Holidays

Irrespective of the time a shift commences on a Saturday, Sunday or Public Holiday, the hours worked on an ordinary shift on such days will attract loadings as follows:

- | | |
|--------------|--|
| 50% loading | For all time worked between midnight Friday and midnight Saturday |
| 75% loading | For all time worked between midnight Saturday and midnight Sunday. |
| 150% loading | For all time worked on a Public Holiday. |

18.3 Shift, weekend and public holiday loadings are not cumulative.

18.4 The above loadings shall be disregarded in computing payments for overtime under clause 15 of this Award.

19. Volunteer Duty

The parties agree that in situations where casual officers would otherwise be used to meet staffing requirements, full time officers may volunteer to perform additional duty in lieu of such casual engagements. Provided that:

- 19.1 Officers at or below the rank of Special Constable (Security) First Class who are on rest days or who are available to work extra duty at the completion of a shift or prior to the commencement of a shift may volunteer to perform additional duty as required.

Provided that an officer shall not be eligible to perform additional duty under the terms of this clause, where the performance of such work would prevent them from having a full 8 hours free of duty between their normal rostered shifts.

- 19.2 When an officer performs additional duty under the provisions of this clause they shall be paid for all hours worked on such duty at the rate of single time.
- 19.3 An officer performing additional duty under the provisions of this clause shall not be entitled to the provisions of clauses 10, 11, 15 and 21 of this award for any work so performed.
- 19.4 Where full time officers volunteer and are available to perform additional duty within the terms of this clause the parties agree that they shall be utilised in preference to casual officers.

The parties further agree that the provisions of this clause are an innovative arrangement, which is implemented for the life of this award.

20. Leave

The Uniform Leave Conditions for Ministerial Employees shall apply provided that full time officers shall be entitled to five (5) weeks recreation leave per annum.

Part time officers engaged under clause 16 of this award and who normally work Monday to Saturday shall receive a pro rata of four (4) weeks recreation leave per annum based on hours worked. Those part time officers who normally work Monday to Sunday and whose services are normally required on public holidays shall receive a pro rata of five (5) weeks recreation leave per annum based on hours worked. Any change to the part time arrangement will result in a change of entitlement.

As a general principle recreation leave will be applied for in advance and be taken in periods of a full week only. Whilst this general principle will apply, officers may in emergency circumstances apply in advance for leave of a lesser period than a week. Such applications may be approved at the discretion of the officer in charge.

Consistent with the Personnel Handbook of the NSW Public Service, the parties agree that a block of two weeks recreation leave shall be taken each leave year unless insufficient paid leave is available.

The NSW Industrial Relations Commission's Family Provisions Case 2005 applies to officers in relation to Carers Leave and Parental Leave.

The Enhanced Conditions relating to Maternity, Adoption, Parental and Extended Leave from the settlement of the Association's 2004 Pay Case apply to officers (refer Premiers Department Circular 2004 - 45).

21. Public Holidays

Full time Special Constables (Security) shall be paid for Public Holidays as follows:

- 21.1 Where a Public Holiday occurs on an officers rest day off duty and -

- (a) they are not required to work on that day, one day extra shall be added to the annual leave of the officer or at the officer's election they shall be paid 8 hours ordinary pay in respect of such day;
- (b) they are required to work on that day such officer shall be paid double time and one half for such overtime.

21.2 Where a Public Holiday occurs on an officers rostered day on duty they may be -

- (a) required to work - in which case they shall be paid at the rate of time and a half extra calculated on the ordinary base rate of pay or half time extra and be granted one day extra to be added to their annual leave;
- (b) granted the shift free of work - such a shift will count as one days work for that week but no additional compensation shall apply.

22. Training and Development

The parties recognise the professional obligations of all Special Constables (Security) to ensure that they remain abreast of changes and developments in the security field as they relate to their duties. To this end the NSW Police Force will provide a comprehensive training program for Special Constables (Security) generally and for those occupying promotional positions.

All officers will be actively encouraged to participate in other staff development courses to improve their own development and individual competencies.

23. Introduction of New Technology

The parties agree to co-operate fully in the implementation and/or trialing of new technology, which may become available to assist in the provision of security services.

24. Introduction of Change

The parties agree to co-operate fully through the Special Constables (Security) Consultative Committee in the implementation and/or trialing of change in respect of the employment or organisation of Special Constables (Security) with the objective of ensuring the most efficient, effective and productive use of resources.

25. Disputes/Grievance Settlement Procedure

The resolution of or settlement of disputes and/or individual grievances of officers arising throughout the life of this award shall be dealt with in the manner prescribed hereunder:

- 25.1 Where a dispute/grievance arises at a particular work location, discussions including the remedy sought shall be held as soon as possible, and in any event within two working days of such notification, between the officer/s concerned and the immediate supervising officer, or other appropriate officer in the case of a grievance.
- 25.2 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 supervising officer the notification may occur to the next appropriate level of management, including where required, to the Commissioner or delegate.
- 25.3 Failing resolution of the issue further discussions shall take place as soon as possible, and in any event within two working days of such failure, between the individual officer/s and at their request the local Association delegate or workplace representative and the Commander, Security Management Unit or nominee.
- 25.4 If the dispute/grievance remains unresolved the officer/s, local delegate or workplace representative or Commander, Security Management Unit may refer the matter to Anti Terrorism and Security Group for discussion between the Commander or delegate and the Association. Those discussions should take place as soon as possible and in any event within two working days of such referral.
- 25.5 If the dispute/grievance is not resolved at that stage the matter is to be referred to the Industrial Relations Branch of the NSW Police Force who will assume responsibility for liaising with members of the Senior Executive Service of the NSW Police Force and the Association and advise of the final

position of the Commissioner of Police, including reasons for not implementing the remedy sought if such is the case.

The matter will only be referred to the Industrial Relations Commission if:

- (a) The final decision of the Commissioner of Police does not resolve the dispute/grievance; or
- (b) The final position of the Commissioner of Police is not given within five working days from the date of referral of the matter to the Industrial Relations Branch, or other agreed time frame.

At no stage during a dispute that specifically relates to this award may any stoppage of work occur or any form of ban or limitation be imposed.

In cases where a dispute is premised on an issue of safety, consultation between the Association and the Industrial Relations Branch should be expedited. The status quo shall remain until such matter is resolved.

The whole concept of a dispute settlement procedure is to resolve disputation at the level as close as possible to the source of disputation.

This procedure has been adopted to promote full and open consultation at each step of the process in an effort to promote and preserve harmonious industrial relations.

Throughout each stage parties involved should ensure that the relevant facts are clearly identified and documented. Parties should also be committed to following the procedure with as much timeliness as possible.

26. Special Constable (Security) Consultative Committee

It is intended for the purpose of this award to establish a forum within which matters concerning the formation of policy and procedures may be addressed.

The parties agree that members of the Committee should include a representative from the Security Management Unit; Anti Terrorism and Security Group, a representative of the Association and one delegate.

This Committee shall meet on a needs basis within one week at the request of either party, or other agreed time frame.

27. Uniforms

Suitable uniforms of good quality as approved by the Commissioner of Police shall be provided to all Special Constables (Security) on the following basis:

27.1 Initial Issue Full Time Officers

All full time Special Constables (Security) recruited to the NSW Police Force shall be issued with the following items of uniform:

MALE OFFICERS	FEMALE OFFICERS
One (1) set of Basket Weave Leather Gear	One (1) Set of Basket Weave Leather Gear
One (1) Leather Duty Jacket	One (1) Leather Duty Jacket
Two (2) Jumpers	Two (2) Jumpers
Four (4) Pairs of Trousers	One (1) Raincoat
Eight (8) Shirts	Four (4) Pairs of Culottes
Two (2) Ties	Two (2) Pairs of Slacks
Two (2) Pairs of Boots	Eight (8) Blouses
One (1) Wide-brimmed Hat	One (1) Wide-brimmed Hat

One (1) Wide-brimmed Hat Cover	One (1) Wide-brimmed Hat Cover
One (1) Antron Cap	Two (2) Pairs of Boots
One (1) Raincoat	One (1) Dress Hat
One (1) Cap Cover	One (1) Dress Hat Cover
Seven (7) Pairs of Socks	Two (2) Ties
	Three (3) Pairs of Socks

(a) Annual Issue

All full time male Special Constables (Security) shall be issued in their second and subsequent years of service, with seven (7) pairs of socks. All full time female Special Constables (Security) shall be issued, in their second and subsequent years of service, with three (3) pairs of socks.

(b) Stocking Allowance

All full time female Special Constables (Security) shall, in addition to the uniform issued above, be paid a stocking allowance equal to that paid to female Police Officers under clause 56 of the Crown Employees (Police Officers - 2005) Award.

27.2 Initial Issue Part Time Officers

All part time Special Constables (Security) recruited to the NSW Police Force shall be issued with the following items of uniform:

MALE OFFICERS

FEMALE OFFICERS

One (1) set of Basket Weave Leather Gear	One (1) Set of Basket Weave Leather Gear
One (1) Leather Duty Jacket	One (1) Leather Duty Jacket
One (1) Jumper	One (1) Jumper
Two (2) Pairs of Trousers	One (1) Raincoat
Four (4) Shirts	Two (2) Pairs of Culottes
Two (2) Ties	One (1) Pair of Slacks
Two (2) Pairs of Boots	Four (4) Blouses
One (1) Wide-brimmed Hat	One (1) Wide-brimmed Hat
One (1) Wide-brimmed Hat cover	One (1) Wide-brimmed Hat cover
One (1) Antron Cap	Two (2) Pairs of Boots
One (1) Raincoat	One (1) Dress Hat
One (1) Cap Cover	One (1) Dress Hat Cover
Five (5) Pairs of Socks	Two (2) Ties
	Two (2) Pairs of Socks

(a) Annual Issue

All part time male Special Constables (Security) shall be issued in their second and subsequent years of service, with five (5) pairs of socks. All part time female Special Constables (Security) shall be issued, in their second and subsequent years of service, with two (2) pairs of socks.

(b) Stocking Allowance

All part time female Special Constables (Security) shall, in addition to the uniform issued above, be paid a stocking allowance equal to a pro rata (based on days worked) of that paid to female Police Officers under clause 56 of the Crown Employees (Police Officers - 2005) Award.

27.3 Initial Issue Casual Officers

All casual Special Constables (Security) recruited to the NSW Police Force shall be issued with the following items of uniform:

MALE OFFICERS

One (1) set of Basket Weave
Leather Gear
One (1) Leather Duty Jacket
One (1) Jumper
Two (2) Pairs of Trousers
Three (3) Shirts
One (1) Tie
One (1) Pair of Boots
One (1) Antron Cap
Three (3) Pairs of Socks

FEMALE OFFICERS

One (1) Set of Basket Weave
Leather Gear
One (1) Leather Duty Jacket
One (1) Jumper
Two (2) Pairs of Culottes
One (1) Pair of Slacks
Three (3) Blouses
One (1) Pair of Boots
One (1) Dress Hat
One (1) Ties
Two (2) Pairs of Socks

(a) Annual Issue

All casual male Special Constables (Security) shall be issued in their second and subsequent years of service, with three (3) pairs of socks. All casual female Special Constables (Security) shall be issued, in their second and subsequent years of service, with two (2) pairs of socks.

(b) Stocking Allowance

All casual female Special Constables (Security) shall, in addition to the uniform issued above, be paid a stocking allowance equal to a pro rata (based on days worked) of that paid to female Police Officers under clause 56 of the Crown Employees (Police Officers - 2005) Award.

27.4 Condemnation

Except for the annual issue of socks, all items of uniform will be replaced on condemnation only.

27.5 Plain Clothes Allowance

Officers who are required to work in plain clothes as a result of the unavailability of uniforms or pregnancy, shall be paid while so required to work an allowance equal to a pro rata (based on days/hours worked in plain clothes) of the allowance prescribed in clause 56 of the Crown Employees (Police Officers - 2005) Award.

Provided that such an allowance shall not be payable prior to the officer receiving the initial issue of clothing provided for in subclauses 27.1, 27.2 and 27.3 of this clause.

28. Disciplinary Guidelines

A similar and consistent approach to that outlined in the NSW Police Administrative Officer Discipline Policy Guidelines and Procedures, and the NSW Police Administrative Officer Remedial Performance Program Policy and Procedures, will be applied to Special Constables (Security) employed by the NSW Police Force.

29. Deduction of Union Membership Fees

29.1 The Association shall provide the NSW Police Force with a schedule setting out Association fortnightly membership fees payable by members of the Association in accordance with the Association's rules.

29.2 The Association shall advise the NSW Police Force of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Association fortnightly membership fees payable shall be provided to the NSW Police Force at least one month in advance of the variation taking effect.

29.3 Subject to subclauses 29.1 and 29.2 of this clause, the NSW Police Force shall deduct Association fortnightly membership fees from the pay of any officer who is a member of the Association in

accordance with the Association's rules, provided that the officer has authorised the NSW Police Force to make such deductions.

- 29.4 Monies so deducted from the officer's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to officer's Association membership accounts.
- 29.5 Unless other arrangements are agreed to by the NSW Police Force and the Association, all Association membership fees shall be deducted on a fortnightly basis.
- 29.6 Where an officer has already authorised the deduction of Association membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the officer to make a fresh authorisation in order for such deductions to continue.

30. Secure Employment

30.1 Occupational Health and Safety

- (a) For the purposes of this subclause, the following definitions shall apply:
- (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (ii) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (i) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (ii) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (iii) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (iv) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause 30.1 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

30.2 Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

30.3 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

31. Area, Incidence and Duration

- 31.1 This award shall apply to Special Constables (Security) who are employed by the NSW Police Force as at 30 July 1997 or who are subsequently employed. Except where inconsistent with this award, the provisions of any other existing Determination or Award will continue to apply.
- 31.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (NSW Police Special Constables (Security)) Award published 15 April 2005 (350 I.G. 37) and all variations thereof.
- 31.3 The changes made to the award pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 17 March 2008.
- 31.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Wages

Effective from the first full pay period to commence on or after 1 July 2007

An officer shall according to rank held and years of service be paid a weekly wage of not less than the following:

(a) Special Constable (Security)

	Per Week \$
1st year of service	742.10
2nd year of service	754.90
3rd year of service and thereafter	769.50

Progression to the 2nd and 3rd year rate shall be dependent upon completion of 12 months satisfactory service at the previous year's rate of pay and satisfactory conduct.

(b) Special Constable (Security) First Class

1st year of service and thereafter	\$783.00
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Providing that for progression to the position of Special Constable (Security) First Class the officer has completed 12 months satisfactory service at the 3rd year Special Constable (Security) level and the Commissioner is of the opinion that the value of the work performed, the results achieved and the manner in which the duties are performed warrant such progression.

(c) Senior Special Constable (Security)

1st year of service	\$838.00
2nd year of service and thereafter	\$856.50

(d) Special Constable (Security), Field Supervisor

1st year of service	\$958.40
2nd year of service and thereafter	\$979.00

The parties agree that the final numbers and locations of promotional positions is recognised as a management prerogative of the Commissioner of Police.

The parties agree that confirmation of appointment to the rank of Senior Special Constable (Security) shall be subject to the successful completion of an appropriate supervisory course.

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Subject Matter	Amount \$ Effective from the first full pay period on or after 1.7.2007
1	10	Full time Special Constables (Security), Monday to Friday Shift Allowance	50.60 per week
2	11	Full time Special Constables (Security), Saturday and Sunday Shift Allowance	143.20 per week
			Effective from the first full pay period on or after 30.7.1997
3	15.3(e)	Meal Allowance Subsequent Meal Allowance after further 4 hours overtime	6.00 per meal 5.50 per meal

J. P. MURPHY, Commissioner

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**CROWN EMPLOYEES (PUBLIC SERVICE CONDITIONS OF
EMPLOYMENT) REVIEWED AWARD 2006**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 203 of 2008)

Before Commissioner Murphy

4 March 2008

VARIATION

1. Delete paragraph (2) of subclause (b) of clause 52, Community Language Allowance Scheme (CLAS), of the award published 10 March 2006 (357 I.G. 1108), and insert in lieu thereof the following:
 - (2) have passed an examination administered by the Community Relations Commission, or who have a National Accreditation Authority for Translators and Interpreters (NAATI) language Recognition award.
2. Insert in Part A of Schedule B, after the words "Videotape Editor - Premier's Department" the following:
Staff Resource Units - Department of Ageing, Disability and Home Care
3. This variation shall take effect on and from 4 March 2008.

J. P. MURPHY, Commissioner

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SERIAL C6509**DENTAL ASSISTANTS AND SECRETARIES (STATE) AWARD**INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by N.S.W. Dental Assistants Association, Industrial Organisation of Employees.

(No. IRC 2142 of 2007)

Before Mr Deputy President Sams
Mr Deputy President Grayson
Commissioner Connor

20 March 2008

VARIATION

1. Delete the amount "one-fortieth" in subclauses (i) and (ii) of clause 2, Casual and Part-Time Employees of the award published 27 February 2004 (343 I.G. 434) and insert in lieu thereof the following:

"one-thirty eighth"

2. Delete subclause (i) of clause 3, Hours, and insert in lieu thereof the following:

- (i)

- (a) The ordinary hours of work shall not exceed an average of 38 per week, and shall be worked between the hours of 7.30am and 6.00 pm on Monday to Friday inclusive, and 8.00 am and noon on Saturday.

- (b) Notwithstanding paragraph (a) of this subclause, where an employer attends patients after 6.00 pm Monday to Friday, the employer may roster an employee's hours up until 7.30 pm on not more than three nights per week. Any such hours worked between 6.00 pm and 7.30 pm may be paid at the ordinary rate. Provided that the total numbers of hours worked in any four week period shall not exceed an average of 38 without the payment of overtime.

- (c) In any day the period of duty shall be continuous, except for meal breaks.

3. Insert after subclause (iv) of the said clause 3, the following new subclauses:

- (v) The ordinary hours of work for a full time employee will be an average of 38 per week which may be offered to an employee on any one of the following bases and be subject to consultation with the employee having regard to the circumstances of the dental surgery:

- (a) 19 days over a 4-week cycle; or

- (b) 5 days a week; or

- (c) 5 and one-half days in any week; or

- (d) Subject to the provisions of this award, another arrangement provided that arrangement is agreed in writing.

Any dispute arising in respect of this provision will be processed according to the disputes and industrial grievance procedures in this award.

- (vi) Rostered days off, which occur as a result of employees working in accordance with the provisions of this subclause, may accumulate to a maximum of 5 days. These accumulated days may be taken at any

time mutually agreed between the employer and employee and shall be taken within six months of accrual.

4. Delete the amount "40 hours" in subclauses (i) and (ii) of clause 4, Overtime and Evening Meal Money, and insert in lieu thereof the following:

"an average of 38 hours"

5. Delete subclause (iv) of clause 6, Sick Leave and insert in lieu thereof the following:

- (iv) The employee shall be entitled to sick pay according to their length of service:

During the first year of employment	5 days
During the second year of employment	6 days
During the third year of employment	7 days
During the fourth year of employment	8 days
During the fifth year of employment	9 days
During the sixth year of employment	10 days

Any period of paid sick leave taken by an employee shall be deducted from the period of sick leave which accumulates according to this clause.

6. The variation shall take effect from the first full pay period to commence on or after 6 June 2008.

P. J. SAMS *D.P.*
 J. P. GRAYSON *D.P.*
 P. J. CONNOR, Commissioner.

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EXHIBITION INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 612 of 2008)

Before Commissioner Connor

29 May 2008

VARIATION

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

28. State Wage Case Adjustments

The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:

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

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

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

Classification	SWC 2006 Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
Assistant Technician	568.50	20.00	588.50
Assistant Technician- Experienced	653.00	20.00	673.00
Technician	693.20	20.00	713.20
Guest Host/Customer Liaison Person	657.50	20.00	677.50
Designer/Planner	871.20	20.00	891.20

Table 2 - Casual Rates

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

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

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

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

Classification	SWC 2006 Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
Assistant Technician	16.85	0.65	17.50
Assistant Technician - Experienced	17.75	0.65	18.40
Technician	19.40	0.65	20.05
Casual Loader			
8.00 am to 6.00pm	16.35	0.65	17.00
6.00 pm to Midnight	18.85	0.65	19.50
Midnight to 8.00am	23.30	0.65	23.95
Casual Stage Hands			
8.00 am to 6.00pm	18.80	0.65	19.45
6.00 pm to Midnight	22.05	0.65	22.70
Midnight to 8.00am	27.50	0.65	28.15

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

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

Table 3 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	27(c)	Meals and incidental expenses allowance	42.20 day
2	27(c)	Reduced meals and incidental expenses allowance	12.35 per day

3. This variation shall take effect from the first full pay period to commence on or after the 28th May 2008.

P. J. CONNOR, Commissioner

Printed by the authority of the Industrial Registrar.

FARRIERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1718 of 2007)

Before Commissioner Stanton

18 February and 13 March 2008

REVIEWED AWARD

1. Delete subclause (b) of clause 4, Rates of Pay, of the award published 21 September 2001 (327 I.G. 1019), and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2002, 2003, 2004, 2005, 2006, and 2007. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Schedule 1, Monetary Rates and Allowances, and insert in lieu thereof the following:

SCHEDULE 1**MONETARY RATES AND ALLOWANCES****SWC 2002**

Rates of Pay applicable from the first full pay period on or after 13 March 2008.

Table A - Clause 4 - Rates of Pay 2002

Journeyman	\$510.20
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Table B - Clause 5 - Tool Allowance

Classification	Allowance
Tradesman	\$10.90
1st year Apprentice	\$3.60
2nd year Apprentice	\$4.75
3rd year Apprentice	\$6.40
4th year Apprentice	\$7.65

Table C - Clause 6 - Apprenticeship Wages

Classification	Allowance
1st year Apprentice	\$214.28
2nd year Apprentice	\$280.10
3rd year Apprentice	\$407.65
4th year Apprentice	\$467.85

Table D - Clause 8 - Racecourse Work

Per Day	Weekday	Sunday or Public Holiday
Full-time	\$16.17	\$55.90
Apprentice up to 4 years experience	\$1.86	\$12.19
Apprentice 4 years and over	\$2.46	\$18.30

SWC 2003

Rates of Pay applicable from the first full pay period on or after 13 March 2008.

Table A - Clause 4 - Rates of Pay 2003

Journeyman	\$527.20
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Table B - Clause 5 - Tool Allowance

Classification	Allowance
Tradesman	\$11.25
1st year Apprentice	\$3.72
2nd year Apprentice	\$4.91
3rd year Apprentice	\$6.60
4th year Apprentice	\$7.90

Table C - Clause 6 - Apprenticeship Wages

Classification	Allowance
1st year Apprentice	\$221.42
2nd year Apprentice	\$289.43
3rd year Apprentice	\$421.23
4th year Apprentice	\$483.44

Table D - Clause 8 - Racecourse Work

Per Day	Weekday	Sunday or Public Holiday
Full-time	\$16.68	\$57.68
Apprentice up to 4 years experience	\$1.92	\$12.58
Apprentice 4 years and over	\$2.53	\$18.88

SWC 2004

Rates of Pay applicable from the first full pay period on or after 13 June 2008.

Table A - Clause 4 - Rates of Pay 2004

Journeyman	\$546.20
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Table B - Clause 5 - Tool Allowance

Classification	Allowance
Tradesman	\$11.64
1st year Apprentice	\$3.85
2nd year Apprentice	\$5.08
3rd year Apprentice	\$6.83
4th year Apprentice	\$8.18

Table C - Clause 6 - Apprenticeship Wages

Classification	Allowance
1st year Apprentice	\$229.40
2nd year Apprentice	\$299.86
3rd year Apprentice	\$436.41
4th year Apprentice	\$500.86

Table D - Clause 8 - Racecourse Work

Per Day	Weekday	Sunday or Public Holiday
Full-time	\$17.26	\$59.70
Apprentice up to 4 years experience	\$1.99	\$13.02
Apprentice 4 years and over	\$2.59	\$19.54

SWC 2005

Rates of Pay applicable from the first full pay period on or after 13 September 2008.

Table A - Clause 4 - Rates of Pay 2005

Journeyman	\$563.20
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Table B - Clause 5 - Tool Allowance

Classification	Allowance
Tradesman	\$11.99
1st year Apprentice	\$3.96
2nd year Apprentice	\$5.23
3rd year Apprentice	\$7.03
4th year Apprentice	\$8.43

Table C - Clause 6 - Apprenticeship Wages

Classification	Allowance
1st year Apprentice	\$236.54
2nd year Apprentice	\$309.19
3rd year Apprentice	\$450.00
4th year Apprentice	\$516.45

Table D - Clause 8 - Racecourse Work

Per Day	Weekday	Sunday or Public Holiday
Full-time	\$17.77	\$61.49
Apprentice up to 4 years experience	\$2.05	\$13.41
Apprentice 4 years and over	\$2.66	\$20.12

SWC 2006

Rates of Pay applicable from the first full pay period on or after 13 December 2008.

Table A - Clause 4 - Rates of Pay 2006

Journeyman	\$583.20
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Table B - Clause 5 - Tool Allowance

Classification	Allowance
Tradesman	\$12.47
1st year Apprentice	\$4.12
2nd year Apprentice	\$5.43
3rd year Apprentice	\$7.31
4th year Apprentice	\$8.76

Table C - Clause 6 - Apprenticeship Wages

Classification	Allowance
1st year Apprentice	\$244.94
2nd year Apprentice	\$320.17
3rd year Apprentice	\$465.97
4th year Apprentice	\$534.79

Table D - Clause 8, Racecourse Work

Per Day	Weekday	Sunday or Public Holiday
Full-time	\$18.48	\$63.95
Apprentice up to 4 years experience	\$2.13	\$13.94
Apprentice 4 years and over	\$2.76	\$20.92

SWC 2007

Rates of Pay applicable from the first full pay period on or after 13 March 2009.

Table A - Clause 4 - Rates of Pay 2007

Journeyman	\$603.20
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Table B - Clause 5 - Tool Allowance

Classification	Allowance
Tradesman	\$12.97
1st year Apprentice	\$4.28
2nd year Apprentice	\$5.65
3rd year Apprentice	\$7.60
4th year Apprentice	\$9.11

Table C - Clause 6 - Apprenticeship Wages

Classification	Allowance
1st year Apprentice	\$253.34
2nd year Apprentice	\$331.16
3rd year Apprentice	\$481.95
4th year Apprentice	\$553.13

Table D - Clause 8 - Racecourse Work

Per Day	Weekday	Sunday or Public Holiday
Full-time	\$19.22	\$66.50
Apprentice up to 4 years experience	\$2.21	\$14.50
Apprentice 4 years and over	\$2.87	\$21.75

3. Delete the first paragraph in clause 22, Area, Incidence and Duration, and insert in lieu thereof the following:

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 13 March 2008.

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

J.D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

MALTHOUSES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1618 of 2007)

Before Commissioner Connor

28 February 2008

REVIEWED AWARD**1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Rates of Pay
3.	Casual Employees
4.	Hours
5.	Overtime
6.	Saturday Shifts
7.	Sunday and Holiday Work
8.	Public Holidays
9.	Sick Leave
10.	Personal/Carer's Leave
10A.	Parental Leave
11.	Annual Leave
12.	Paid Stopwork Meetings
13.	Bereavement Leave
14.	First-aid Attendant
15.	Industrial Clothing
16.	Terms of Employment
17.	Anti-Discrimination
18.	Redundancy and Technological Change
18A.	Secure Employment
19.	Introduction of Change
20.	Redundancy
21.	Termination of Employment
22.	Severance Pay
22A.	Traineeships
23.	Area, Incidence and Duration

PART B

Monetary Rates

Table 1 - Wages

Table 2 - Other Rates and Allowances

2. Rates of Pay

- 2.1 The minimum rates of pay for adults shall be the rates in Table 1 - Wages and Table 2 - Other Rates and Allowances.
- 2.2 A flat rate allowance as set out in Item 1 of Table 2 - Other Rates and Allowances shall be paid to all employees for the special conditions of dust, dirt, heat or confined space which may apply in the

Malting Industry. This allowance is also to apply while an employee is on paid sick leave, annual leave and long service leave.

- 2.3 A Shiftworker, as defined, shall be paid an allowance as set out in Item 2 of Table 2 - Other Rates and Allowances.
- 2.4 A Leading Hand shall be paid an allowance as set out in Item 3 of Table 2 - Other Rates and Allowances.
- 2.5 A laundry allowance shall be paid as set out in Item 4 of Table 2 - Other Rates and Allowances

3. Casual Employees

- 3.1 "Casual Employees" shall mean and be deemed to be any employee engaged for a period of less than five days a week, Monday to Friday inclusive, and shall be paid 25 per cent extra per hour.

4. Hours

- 4.1 For employees not working on shift work, the ordinary working hours shall be 40 per week to be worked on 5 days of 8 hours per day on Monday to Friday inclusive. The said hours shall be exclusive of a lunch break of 45 minutes and shall be worked between 6 a.m. and 6 p.m. An employee shall not be required to take a lunch break within four hours of the ordinary starting time or work longer than five hours from the ordinary starting time without a lunch break: provided that in any instance where it is not possible to grant the lunch break within five hours of the ordinary starting time, all time after the said five hours shall be treated as time worked and paid for at time and one-half, i.e. half-time extra until released for a meal interval of forty-five minutes.
- 4.2 Shiftworkers shall mean and be deemed to be two or three sets of employees working 16 hours or 24 hours respectively by shifts of eight hours' duration in sequence. They shall work their shift straight out, including crib time of at least 20 minutes during each shift. The ordinary working hours for shiftworker shall be forty per week and may be worked on five days of eight hours per day on Monday to Friday inclusive; provided that if the employer and the union agree, the ordinary working hours shall not exceed an average of forty per week, spread over a cycle of two, three or four weeks as provided by the appropriate rosters prepared by the employer, and to be worked in shifts of eight hours each. A roster when put into operation shall not, except in the case of emergency, be altered without seven days notice of such alteration being given to the employees concerned. Shiftworkers may relieve one another before the end of a shift without any liability on the part of an employer to pay overtime rates for time worked beyond the eight hours per shift.
- 4.3 There shall be a fixed time of starting and ceasing work for each employee which shall not, except in the case of emergency be altered by the employer without seven days' notice.
- 4.4 Notwithstanding anything contained in Clause 4.2 shiftworkers employed at Basett Bros and Burston and Co. Pty Ltd and Joe White Malting Limited may be employed between the hours of 3 p.m. and 7 a.m. on permanent shifts and such persons shall be treated as shiftworkers.

5. Overtime

- 5.1 For all the time worked in excess of the hours prescribed in Clause 4, Hours, of this award, payment shall be made at the rate of time and one-half for the first two hours and double time thereafter.
- 5.2 An employee required to work overtime in excess of two hours after the usual finishing time shall be paid the amount as set out in Item 5 of Table 2 - Other Rates and Allowances.
- 5.3 An employee who works so much overtime between the termination of the ordinary work on one day the commencement of the ordinary work on the next day that they have not had at least ten consecutive hours off duty between those times shall, subject to Clauses 5.4 and 5.5, be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- 5.4 If on the instructions of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty they shall be paid at double rates until they are released from duty for such period and they then shall be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during their absence.
- 5.5 The period of ten hours shall be reduced to a period of eight hours where necessary to effect the periodic rotation of weekly shifts.

6. Saturday Shifts

- 6.1 Shiftworkers shall be paid for work performed between midnight Friday and midnight on Saturday at the rate of time and one-half unless they are working overtime between such hours in which case their payment shall be as prescribed by Clause 5, Overtime, of this award.
- 6.2 An employee not working on shift and who is required to work on a Saturday shall be paid for a minimum of four hours at the appropriate overtime rate.

7. Sunday and Holiday Work

- 7.1 All time on duty by an employee on Sunday shall be paid for at the rate of double time, which shall be in lieu of any rate otherwise payable under this award with a minimum payment of four hours. All time of duty by any employee on a public holiday provided by this award, shall be paid for at double time and one-half with a minimum payment of four hours.
- 7.2 Where a public holiday falls on a shiftworker's rostered day off, they shall be paid one-day's pay in lieu thereof.

8. Public Holidays

- 8.1 For the purposes of this award, the days on which the undermentioned days are ordinarily observed shall be public holidays:

New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Eight Hour Day, Christmas Day, Boxing Day, the third Monday in February and all other gazetted holidays observed throughout the State.

- 8.2 An employee shall not be called upon to work on a public holiday unless they have received twenty-four hours' notice of such duty. Provided that in the event of any of the said public holidays falling on a Sunday and another day in the following week being observed in lieu thereof throughout the State, then the latter shall be the day to be observed under this part of this award. No deduction shall be made from the wage of any employee engaged by the week because of absence from work on a public holiday. Payment for a public holiday shall be made to an employee absent through illness and for whom no payment is due in the pay week in which the holiday falls provided such absence does not exceed four weeks prior to such holiday.
- 8.3 An employer and an employee, or an employer and the majority of employees in an establishment may agree to observe an alternative day as a holiday in lieu of the third Monday in February.

9. Sick Leave

- 9.1 An employee who is absent from their work on account of personal illness, or on account of injury by accident arising out of and in the course of their employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:
- 9.1.1 An employee shall not be entitled to paid leave of absence for any period in respect of which they are entitled to workers' compensation.

- 9.1.2 An employee shall within twenty-four hours of the commencement of such absence inform the employer of their inability to attend for duty, and as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
- 9.1.3 An employee shall prove to the satisfaction of their employer that they were unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- 9.1.4 An employee shall not be entitled during their first year of any period of service with an employer to leave in excess of 64 hours of working time. Provided that during the first six months of service with an employer they shall be entitled to sick leave which shall accrue on a pro-rata basis of 5.33 hours for each month of service.
- 9.1.5 An employee shall not be entitled during the second or subsequent years of any period of service with an employer to leave in excess of 80 hours of working time.
- 9.2 Single Day Absences - In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one day only such employee if in the year they have already been allowed paid sick leave on more than one occasion for one day only, shall not be entitled to payment for a day claimed unless they produce to the employer a certificate of a duly qualified medical practitioner that in the medical practitioner's opinion the employee was unable to attend for duty on account of personal illness or on account of injury by accident. However, an employer may agree to accept from the employee a Statutory Declaration, stating that they were unable to attend for duty on account of personal illness or on account of injury by accident in lieu of a certificate of a duly qualified medical practitioner as prescribed by this subclause. Nothing in this subclause shall limit the employer's rights under Clause 9.1.3.
- 9.3 Cumulative Sick Leave - Paid Sick Leave shall accumulate indefinitely.
- 9.4 Year of Service - Year of service for the purpose of this clause means the period between the date of commencement in employment in any year and the anniversary of the commencement of employment in the next year.

10. Personal/Carer's Leave

- 10.1 Use of Sick Leave
- 10.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 10.1.3.2 who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 9, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- 10.1.2 The employee shall, if required,
- (1) 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, or
 - (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- In normal circumstances, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.
- 10.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:
- 10.1.3.1 the employee being responsible for the care and support of the person concerned;
 - and

10.1.3.2 the person concerned being:

10.1.3.2.1 a spouse of the employee; or

10.1.3.2.2 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;

10.1.3.2.3 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

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

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

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

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

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

10.1.4 An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure, should be followed.

10.2 Unpaid Leave for Family Purpose

An employee may elect with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 10 1 3.2 above who is ill or who requires care due to an unexpected emergency.

10.3 Annual Leave

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

- (i) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert the reasons for doing so shall be fully stated and discussed with the

employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (ii) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (iii) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (iv) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii) the employer and employee shall in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment and
 - (2) if it is agreed that the employee will become a part-time employee the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (v) Following an agreement being reached pursuant to paragraph NO, the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to fulltime or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (vi) An employee must not be engaged and re-engaged dismissed or replaced in order to avoid any obligation under this subclause.

(a) Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

10.3.2 Access to annual leave, as prescribed in paragraph 10.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this award.

10.3.3 An employee and employer may agree to defer payment of annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

10.4 Time Off in lieu of payment for overtime

10.4.1 An employee may elect, with the consent of the employer, to take time-off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.

10.4.2 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.

10.4.3 If, having elected to take time as leave in accordance with subclause 10.4.1 above, the leave is not taken for whatever reason; payment for time accrued at overtime rates shall be made at the expiry of the twelve (12-month period or on termination.

10.4.4 Where no election is made in accordance with subclause 10.4.1, the employee shall be paid overtime rates in accordance with the award.

10.5 Make Up Time

10.5.1 An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

10.5.2 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.

10.6 Personal Carers Entitlement for casual employees -

(1) Subject to the evidentiary and notice requirements in 10.1.2 and 10.1.4 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 10. 1.3.2 of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

(2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

(3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

10A. Parental Leave

(1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).

(2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:

(a) the employee or employee's spouse is pregnant; or

(b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

(3) Right to request

(a) An employee entitled to parental leave may request the employer to allow the employee:

- (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
- (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

(b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.

(d) Request to return to work part-time

Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

(4) Communication during parental leave

(a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

(b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

(c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

11. Annual Leave

11.1 For annual leave provisions see *Annual Holidays Act 1944*, provided that the period of leave shall be deemed to be four weeks, and provided further that an employee when proceeding on their four weeks' paid annual leave or five weeks' in the case of a seven-day shift worker, shall be paid for the first week of such leave at double their ordinary rate of pay. This additional week's pay is only payable where an

employee is taking their full period of annual leave, and is not payable in respect of pro rata annual leave payments made at the time of termination of employment; provided that where the employee and the employer agree, leave may be taken in two separate periods and in such case the first week of the mutually agreed period of leave shall be paid at double rate.

- 11.2 Seven-day shiftworkers (i.e. Employees whose ordinary working period includes Sundays and Holidays on which they are regularly rostered for work) shall be allowed additional leave as specified below: If during the year of service, an employee has served continuously as a seven-day shiftworker, the additional leave with respect to that year shall be one week to be paid at his ordinary rate of pay. If during the year of service, the employee has served for only a portion of it as a seven-day shiftworker, the additional leave shall be calculated on a pro rata basis provided that if such calculation includes a fraction of a day such fraction shall not form part of the leave period and any such fraction shall be discharged by payment only.
- 11.3 Where the employment of an employee has been terminated and they thereby become entitled under section 4 of the Annual Holidays Act, 1944, to payment in lieu of an annual holiday payment, a payment of 3.33 hours at his ordinary wage rate shall be made with respect to each twenty-one shifts of service as a seven-day shiftworker which they have rendered during such period of employment.
- 11.4 Employees shall receive one month's notice of commencement of annual leave.

12. Paid Stopwork Meetings

- 12.1 The employer shall allow two paid meetings each year under the following conditions:
- 12.1.1 The Union Divisional Secretary shall give reasonable notice to the employer of the meetings.
- 12.1.2 The meetings shall be held at the workplace during the last two ordinary hours of day work.
- 12.1.3 The Union and the employer shall agree on steps to be taken to ensure the safety of the plant and product.

13. Bereavement Leave

- 13.1 An employee, other than a casual employee, shall be entitled to up to three days bereavement leave in each year of employment without deduction of pay on the death of a person prescribed in 13.3 below.
- 13.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- 13.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in 10.1.3, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 13.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which employee has already been granted other leave.
- 13.5 Bereavement leave may be taken in conjunction with other leave available under subclauses 10.2, 10.3, 10.4 and 10.5 of clause 10, Personal Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- 13.6 Bereavement entitlements for casual employees
- 13.6.1 Subject to the evidentiary and notice requirements in 13.2 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 10.1.3.2 of clause 10, Personal/Carer's Leave.

13.6.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

13.6.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

14. First-Aid Attendant

14.1 An employee qualified and authorised to act as a first-aid attendant shall be paid an allowance as set out in Item 6 of Table 2 - Other Rates and Allowances for all time worked.

15. Industrial Clothing

15.1 The issue of industrial clothing shall be as agreed upon between the individual employer and the employees and/or the Union.

16. Terms of Employment

16.1 Employment under this award shall be by the week, but an employee not attending for duty shall, except as provided by Clause 9 of this award, lose pay for the actual time of such non-attendance.

16.2 Employment shall be terminated by a week's notice on either side to be given at any time during the week or by the payment or forfeiture of a week's wages as the case may be. This shall not affect the right of the employer to dismiss an employee without notice for inefficiency, misconduct or neglect of duty and in such cases wages shall be paid up to the time of dismissal only.

16.3 An employee shall perform such work as shall from time to time be required on the usual days and within the prescribed hours.

16.4 For the purpose of meeting the needs of the employer in the industry such employer may require any employee to work reasonable overtime including work on Saturdays, Sundays and Public Holidays at the rate prescribed by this part of this award and unless reasonable excuse exists the employee shall work in accordance with such requirement.

17. Anti-Discrimination

17.1 It is the intention of the parties bound by this award to seek to achieve the object of 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.

17.2 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.

17.3 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 or unlawful discrimination or harassment.

17.4 Nothing in this clause shall 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 parry to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

17.5 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.

18. Redundancy and Technological Change

APPLICATION

- 18.1 This Part shall apply in respect to full time and part time persons employed in the classifications within this Award.
- 18.2 In respect to employers who employ 15 or more employees immediately prior to the termination of employment of employees, in the terms of Clause 21.
- 18.3 Notwithstanding anything contained elsewhere in this Part, this Part 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.
- 18.4 Notwithstanding anything contained elsewhere in this Part, this Part 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.

18A. Secure Employment

18A.1

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

(i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of twelve months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

(ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of twelve months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

- (c) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the

national standards for Group Training Organisations established by the ANTA Ministerial Council.

Secure Employment (OH&S)

18A.2. Occupational Health and Safety

- (i) For the purposes of this subclause the following definitions shall apply:
- (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative sole trader, family trust or unit trust corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employees premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational, health and safety consultative arrangements;
- (2) provide employees of the labour hire business and/or Contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

19. Introduction of Change

19.1 Employer's Duty to Notify

19.1.1 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.

19.1.2 "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.

19.2 Employer's Duty to Discuss Change

19.2.1 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 19.1 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.

19.2.2 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 19.1 of this Clause.

19.2.3 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.

20. Redundancy

20.1 Discussions Before Terminations

20.1.1 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 19.1.1, 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.

20.1.2 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 20.1.1 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.

20.1.3 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.

21. Termination of Employment

21.1 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 19.1.1.

21.1.1 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

21.1.2 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.

21.1.3 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.

21.1.4 Unless and until the employer has complied with the requirements of Clause 19, Introduction of Change, and Clause 20, Redundancy, the status quo will be maintained; that is, the employer will not implement the redundancy or redundancies which is or are the subject of the dispute, and the employees will not take industrial action.

21.2 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 19.1.1 of this award:

21.2.1 In order to terminate the employment of an employee, the employer shall give to the employee three months' notice of termination.

21.2.2 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.

21.2.3 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.

21.3 Time Off During the Notice Period

21.3.1 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.

21.3.2 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.

21.4 Employee Leaving During the Notice Period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this Clause 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.

21.5 Statement of Employment

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

21.6 Notice to Centrelink

Where a decision has been made to terminate employees, the employer shall notify the Centrelink thereof as soon as possible, giving relevant information, including the number and categories of the

employees likely to be affected and the period over which the terminations are intended to be carried out.

21.7 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.

21.8 Transfer to Lower-Paid Duties

Where an employee is transferred to lower-paid duties for reasons set out in subclause 19.1; 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.

22. Severance Pay

22.1 Where an employee is to be terminated pursuant to subclause 21, 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.

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

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

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

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

22.1.3 "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, overaward payments, shift penalties and allowances paid pursuant to this award.

22.2 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 22.1 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 22.1 of this Clause will have on the employer.

22.3 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 22.1 above if the employer obtains acceptable alternative employment for an employee.

22A. Traineeships

As to traineeships for persons covered by this award, see the Training Wage (State) Award 2002 published 26 September 2003 (341 LG. 569) or any successor thereto.

23. Area, Incidence and Duration

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Malthouses (State) Award published 7 December 2005 (330 IG 25).

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 28 February 2008.

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

Malt Houses (State) Industrial Committee Industries and callings.

All persons employed in or in connection with malt houses in the State, excluding the County of Yancowinna:

Excepting employees employed by members of the Brewers' Association of New South Wales within the jurisdiction of the Breweries, &c., (State) Industrial Committee;

And excepting all persons employed as administrative office cleaners;

And excepting also employees within the jurisdiction of the following Industrial Committees: Clerks (State);

Builders' Labourers (State); Carpenters, Bricklayers (State); Electricians, &c. (State) Engine Drivers, &c., General (State); Painters, &c. (State);

Plasterers, &c. (State); Plumbers and Gasfitters (State); Carters, &c. (State);

Sheet Metal Workers, &c. (State); Coopers (State);

Ironworkers' Assistants, &c. (State);

Commercial Travellers (State).

PART B

MONETARY RATES

Table 1- Wages

The rates of pay in this award include the adjustments payable under the State Wage Case 2007. 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.

Classification	Wage Total \$
Malthouse Employee	554.40

Table 2 - Other Rates and Allowances

Item	Clause No.	Description	Amount
1	2.2	Flat Rate Allowance	9.70 per week
2	2.3	Shift Worker	48.40 per week
3	2.4	Leading Hand	31.40 per week
4	2.5	Laundry Allowance I	7.20 per week

P. J. CONNOR, Commissioner

Printed by the authority of the Industrial Registrar.

MISCELLANEOUS WORKERS' SECURITY INDUSTRY (STATE) SUPERANNUATION AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1721 of 2007)

Before Commissioner Stanton

30 April 2008

REVIEWED AWARD

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Fund
4.	Contributions
5.	Exemptions
6.	Leave Reserved
7.	Area, Incidence and Duration

2. Definitions

- (i) "Australiansuper means" AustralianSuper Pty Ltd (ABN 94 006 457 987).
- (ii) "Approved Fund" means a superannuation scheme which is established in accordance with the Superannuation Guarantee legislation.
- (iii) "Union" means Liquor Hospitality and Miscellaneous Union - NSW Branch.
- (iv) "Eligible Employee" means a full-time, part time, or casual employee who has completed one calendar month's service with an employer.

3. Fund

- (i) For the purposes of this award contributions shall be made by employer's accordance with the provisions of clause 4, Contributions, and shall be paid to the Administrator of Australiansuper.
- (ii) Each employer bound by this award shall sign and execute an agreement to become a participating employer in Australiansuper on the first day of the calendar month following the commencement of employment of an eligible employee.
- (iii) Each employer bound by this award shall become party to Australiansuper upon acceptance of the Trustees of Australiansuper of an agreement to become a participating employer duly signed and executed by each employer and the Trustees of Australiansuper.
- (iv) An employee shall become eligible to join Australiansuper on the first day of the calendar month following the commencement of employment.
- (v) Each employer bound by this award shall provide every employee who is already a member of Australiansuper with a membership application form for Australiansuper upon commencement of service. Each employee shall be required to complete such form the completed form shall be forwarded

to the Administrator of Australiansuper by each employee on or before the last day of the calendar month subsequent to the employee completes one months service.

4. Contributions

- (i) Contributions shall be paid by employers on the following bases:
 - (a) For full-time employees (that is, weekly employees as defined in the Security Industry (State) Award), a payment of \$14.00 per week for a complete week employed.
 - (b) For casual employees (as defined in the Security Industry (State) Award), payment of 37 cents per hour with a minimum payment of \$2.80 per week for each week in which one or more shift is worked. Provided that the maximum amount payable by an employer shall be paid \$14.00 per week per employee.
- (ii) Contributions will only be made in respect of eligible employees as defined as provided that if a new employee was a member of Australiansuper at his or her prior place of employment no eligibility requirement shall apply.
- (iii) A pro rata deduction shall be made from the weekly contribution payable for unauthorised absence of at least one day's duration.
- (iv) An employer shall not be required to make contributions during any periods of unpaid leave such as unpaid sick leave, maternity leave or the like, or periods of workers compensation beyond the expiry of any entitlements to workers' compensation make-up pay. Further, an employer shall not be required to make additional contributions in respect of annual leave paid out on termination.
- (v) Contributions shall be made to the Administrators of Australiansuper on or before the last day of the calendar month subsequent to each calendar month an employee is a member of the scheme for each such calendar month an employee is a member of the scheme.
- (vi) Notwithstanding the date upon which an employee signs an application form, contributions in accordance with subclause (i) of this clause shall be made by an employer to Australiansuper from the date when the employee became eligible for membership.

5. Exemptions

- (i) Employers of employees who are contributors or eligible to become contributors to the following superannuation funds or any scheme/s replacing such funds shall be exempt from the provisions of this award:

State Superannuation Fund

State Public Service Superannuation Scheme

Public Authorities Superannuation Scheme

- (ii) The following employers shall be exempted from the provisions of this award:

CSR Ltd

John Fairfax & Sons Ltd

Rothmans of Pall Mall (Aust) Ltd

James Hardie & Co Pty Limited

Ampol Limited

Australian Lubricating Oil Refinery Limited

BP Australia Limited

Caltex Oil (Australia) Pty Ltd

Caltex Refining Co Pty Limited

Castrol Australia Limited

Esso Australia Limited
Exxon Chemical Australia Ltd
Inghams Enterprise Pty Limited
Mobil Oil Australia Limited
The Shell Company of Australia Limited
Shell Refining (Australia) Pty Ltd

- (iii) Employers of employees who are covered by superannuation award or agreement made pursuant to the *Industrial Relations Act 1996* (NSW) or the *Workplace Relations Act 1996* (Commonwealth) shall be exempted from the provisions of this award.
- (iv) The employers set out hereunder who, by agreement with the Union, provide superannuation under an approved company fund to employees who elect not to join Australiansuper shall be exempted from the provisions of clause 3, Fund.

Chubb Australia Limited.

- (v) Members of The Australian Retailers' Association, the Australian Industry Group, Australian Business Industrial, The Printing and Allied Trades Employers' Association of New South Wales and Employers' First, employing persons pursuant to the Security Industry (State) Award who are not engaged in the contract security industry shall be exempted from the provisions of this award.

6. Leave Reserved

- (i) Leave is reserved to the Union or to any employer to apply as they may be advised to add to the list of exemptions contained in subclause (ii) of clause 5., Exemptions, any other company where that company already provides their employees with occupational superannuation in an approved fund.
- (ii) Leave is reserved to the Union to apply as it may be advised to delete subclause (v) of the said clause 5 in accordance with the Principles of Wage Fixation, as determined from time to time.

7. Area, Incidence and Duration

This award rescinds and replaces the Miscellaneous Workers' Security Industry (State) Superannuation Award, published 7 December 2001 (330 I.G. 86), and all variations thereof.

It shall apply to all employees in the State, excluding the Country of Yancowinna, covered by the Security Industry (State) Award or any award rescinding, replacing or succeeding that award within the jurisdiction of the Security and Cleaning, &c. (State) Industrial Committee.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 30 April 2008.

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

J.D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

(018)

SERIAL C6536

NURSES' (DEPARTMENT OF AGEING, DISABILITY & HOME CARE) (STATE) AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Department of Ageing, Disability and Home Care.

(No. IRC 448 of 2008)

Before Commissioner McLeay

16 April 2008

VARIATION

1. Delete Part B, Monetary Rates of the award published 8 July 2005 (352 I.G. 246) and insert in lieu the following:

PART B

MONETARY RATES

Table 1 - Salaries

Classification	3% First full pay period to commence on or after 01/07/06 Per Annum \$	4% First full pay period to commence on or after 01/07/07 Per Annum \$
Assistant in Nursing - Under 18 years of age - 1st year of experience	25757	26787
2nd year of experience	26916	27993
Thereafter	27978	29097
18 years of age and over 1st year of experience	30397	31613
2nd year of experience	31368	32623
3rd year of experience	32346	33640
Thereafter	33349	34683
Trainee Enrolled Nurse Under 18 years of age - 1st year of experience	25795	26827
2nd year of experience	26931	28008
Thereafter	28010	29130
18 years of age and over 1st year of experience	30429	31646
2nd year of experience	31399	32655
3rd year of experience	32383	33678
Thereafter	33396	34732
Enrolled Nurse 1st year of experience	37344	38838
2nd year of experience	38163	39690
3rd year of experience	38987	40546
4th year of experience	39813	41406
Thereafter	40643	42269
Nurse undergoing pre-registration training other than as a student	36507	37967

Registered Nurse -		
1st year	42341	44035
2nd year	44651	46437
3rd year	46954	48832
4th year	49422	51399
5th year	51869	53944
6th year	54326	56499
7th year	57111	59395
8th year	59464	61843
Clinical Nurse Consultant		
1st year	74389	77365
2nd year	76092	79136
Clinical Nurse Specialist		
No further appointments to this classification from date of this Award	61889	64365
Clinical Nurse Educator	61889	64365
Nurse, Learning and Development Officer -		
1st year	68653	71399
2nd year	70585	73408
3rd year	72317	75210
4th year	76093	79137
Residential Unit Nursing Manager -		
Level 1	74593	77577
Level 2	78136	81261
Level 3	80234	83443
Nurse Systems Support Officer		
Level 1	66837	69510
Level 2	71080	73923
Level 3		
1st year	74389	77365
2nd year	75904	78940
Nurse Systems Support Co-ordinator		
Level 1	71080	73923
Level 2		
1st year	74389	77365
2nd year	75904	78940
Level 3		
1st year	74389	77365
2nd year	75904	78940
3rd year	77411	80507
4th year	78943	82101
Level 4		
1st year	77411	80507
2nd year	78943	82101
Nurse Manager After Hours		
1st year	74389	77365
2nd year	75904	78940
Marsden, Rydalmere, Stockton		
Principal Nurse Manager Accommodation and Nursing Services		
1st year	103229	107358
2nd year	104756	108946
Nurse Manager Accommodation and Nursing Services		
Tomaree, Grosvenor		
1st year	86533	89994
2nd year	88050	91572

Peat Island, Kanangra, Lachlan, Riverside, Stockton, Rydalmere, Marsden		
1st year	91072	94715
2nd year	92611	96315
Nurse Manager Learning and Development Unit		
1st year	81972	85251
2nd year	83499	86389
Nurse Manager Resource Support Unit		
1st year	81972	85251
2nd year	83499	86839
Nurse Manger		
Grade 1		
1st year	74389	77365
2nd year	75904	78940
Grade 2		
1st year	77411	80507
2nd year	78943	82101
Grade 3		
1st year	81972	85251
2nd year	83499	86839
Grade 4		
1st year	86533	89994
2nd year	88050	91572
Grade 5		
1st year	91072	94715
2nd year	92611	96315
Grade 6		
1st year	95645	99471
2nd year	97057	100939
Grade 7		
1st year	103229	107358
2nd year	104756	108946
Grade 8		
1st year	110818	115251
2nd year	112335	116828

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Description	3% Beginning of first Pay period to Commence on or After 01.07.06 \$	4% Beginning of first Pay period to Commence on After 01.07.07 \$
1.	9 (i) and (ii)	Registered nurse in charge of unit in absence of RUNM or in charge of a Residence of not more than 100 resident clients.	23.20 per shift	24.10 per shift
2.	9 (iv)	Registered nurse designated as the Rover in charge of residential centre after hours (Lachlan, Riverside)	23.20 per shift	24.10 per week
3.	9 (iii)	Registered nurse in charge of unit in absence of RUNM and in charge of a Residence of not more than 100 resident clients.	34.78 per shift	36.20 per shift

4.	9 (v)	Registered nurse designated as the Rover in charge of a residential centre after hours (Peat Island, Kanangra)	34.78 per shift	36.20 per shift
5.	11 (i)	Uniform allowance	5.02 per week	5.02 per week
	11 (iii)(a)	Shoe allowance	1.55 per week	1.55 per week
	11 (iii)(b)	Stocking allowance	2.60 per week	2.60 per week
	11 (iii)(c)	Sock allowance	0.51 per week	0.51 per week
	11 (iv)	Laundry allowance	4.18 per week	4.18 per week

2. This variation shall take effect from 16 April 2008.

J. McLEAY, Commissioner

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(008)

SERIAL C6502

OPERATIONAL AMBULANCE OFFICERS INTERIM (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by Health Services Union, Industrial Organisation of Employees.

(Nos. IRC 2064 of 2006 and 1123 of 2007)

Before The Honourable Justice Walton, Vice-President
Mr Deputy President Grayson
The Honourable Mr Justice Staff

5 October 2007

VARIATION

1. Delete Table 1 Wages, of Part B Monetary Rates, of the award published 16 June 2006 (359 I.G. 948), and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wages

Classification	Rate from 1.7.2007 4% \$	Interim Rate from the first pay period commencing on/after 25.09.07 for a period of 12 months 4% \$
PATIENT TRANSPORT OFFICER*		
Trainee & Year 1	722.00	722.00
Year 2	754.30	754.30
AMBULANCE OFFICER		
Trainee & Year 1	792.20	823.90
Grade 1		
Year 1	814.60	847.20
Year 2	830.20	863.40
Grade 2		
Year 1	852.80	886.90
Year 2	869.00	903.80
Year 3	883.50	918.80
Year 4	899.60	935.60
Year 5	916.30	953.00
Year 6	931.10	968.30
Year 7	947.40	985.30
STATION OFFICER		
Grade 1	1,002.00	1,042.10
Grade 2	1,019.10	1,059.90
DISTRICT OFFICER	1,052.70	1,094.80

AEROMEDICAL OPERATIONS OFFICER*	1,197.20	1,197.20
AMBULANCE TECHNICAL EDUCATOR		
Year 1	1,067.10	1,109.80
Year 2	1,103.20	1,147.30
Year 3	1,147.00	1,192.90
Year 4	1,188.80	1,236.40
AMBULANCE CLINICAL EDUCATOR		
Year 1	1,345.80	1,399.60
Year 2	1,395.80	1,451.60
Year 3	1,446.60	1,504.50
Year 4	1,496.90	1,556.80

* The 4% increase of 25 September 2007 does not apply to these classifications.

2. This variation shall take effect from the first full pay period to commence on or after 25 September 2007 and operate for a period of 12 months.

M. J. WALTON *J. Vice-President.*
 J. P. GRAYSON *D.P.*
 C. G. Staff *J.*

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(519)

SERIAL C6566

PASTORAL EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1624 of 2007)

Before Commissioner Macdonald

30 May 2008

REVIEWED AWARD

1. Insert in numerical order in clause 1, Arrangement of the award published 26 October 2001 (328 I.G. 1188), the following new clause number and subject matter:

49A. Secure Employment

2. Insert after clause 49, Contract of Employment, the following new clause 49A.

49A. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees who are employed as Station Hands with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Application

This clause shall only have application to employees who are employed as Station Hands under Section II of this Award. To avoid doubt, this clause does not give any other employee a right to elect to have his or her contract of employment converted to full-time or part-time employment of any kind. Additionally, this clause does not impose any obligations of any kind upon an employer in relation to employees who are employed under Section I of this Award.

- (c) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of twelve months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of twelve months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

- (iii) Any casual employee who has a right to elect under paragraph (c)(i), upon receiving notice under paragraph (c)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing

contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (c)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (c)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

(d) Occupational Health and Safety

- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

- (1) consult with employees of the labour hire business and/or contract business, who are engaged as Station Hands regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business who are engaged as Station Hands with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business who are engaged as Station Hands with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business who are employed as Station Hands are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (d) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (e) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (f) This clause has no application in respect of organisations which are properly registered as *Group Training Organisations under the Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. Delete clause 76 Area, Incidence and Duration, and insert in lieu thereof the following:

76. Area, Incidence and Duration

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and replaces the Pastoral Employees (State) Award published 26 October 2001 (328 I.G. 1188) and all variations thereof.

The award published 26 October 2001 took effect on and from the first full pay period commencing on or after 27 July 2001.

The award shall apply to all employees classified herein within the jurisdiction of the Pastoral Employees (State) Industrial Committee except:

- (i) employees of the Crown;
- (ii) jackeroos;
- (iii) managers, overseers, engine drivers at shearing sheds, hutkeepers, bookkeepers, domestic cooks (as defined);
- (iv) bona fide students of a recognised university or college who work as station hands during the course of their studies to gain experience in the industry.

Provided that this award shall apply to students engaged as shed hands or generally useful hands for shearing or crutching operations.

This award shall not apply to shearing demonstrations or shearing schools, provided that such demonstrations or schools are conducted on a non-profit making basis.

This award shall also apply to employees classified herein within the jurisdiction of the Strappers, Grooms and Stablehands (State) Industrial Committee.

The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of the New South Wales on 28 April 1999 (310 I.G. 359) take effect on 30 May 2008.

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

A. MACDONALD, Commissioner

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(500)

SERIAL C6572

RECORDED MUSIC AND VISUAL ENTERTAINMENT REPRODUCTION (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 797 of 2008)

Before Commissioner Macdonald

4 June 2008

VARIATION

1. Delete the second paragraph of clause 5, State Wage Case of award published 5 October 2001 (328 I.G. 418), and insert in lieu thereof the following:

The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:

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

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

PART B

MONETARY RATES

Table 1 - Wages

Adult Employees

Classification	Base Rate (includes SWC 06)	SWC 2007	Total Rate \$
Entry Level	548.00	20.00	568.00
Grade 1	578.00	20.00	598.00
Grade 2	600.00	20.00	620.00
Grade 3	643.00	20.00	663.00

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	9(iv)	Meal Allowance - working overtime for more than one hour without being notified previous day	8.30
		If order for overtime is cancelled	8.30
2	22 (ii)	First - Aid	15.20
3	29	Leading Hand in charge of :	
		more than 3 and not more than 10 persons	31.20
		more than 10 and not more than 20 persons	40.30
		more than 20 persons	55.15

NOTE:

These allowances are contemporary for expense related allowances as at 30 March 2007 and for work related allowances are inclusive of adjustments in accordance with the June 2007 State Wage Case Decision in the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 4 June 2008.

A. MACDONALD, Commissioner

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RETAIL INDUSTRY (STATE) TRAINING WAGE AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1592 of 2007)

Before Commissioner Cambridge

7 February 2008

REVIEWED AWARD

1. Delete the last two paragraphs of clause 12, Area, Incidence and Duration of the award published 4 May 2001 (324 I.G. 529), and insert in lieu thereof the following:

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 7 February 2008.

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

I. W. CAMBRIDGE, Commissioner

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STRAPPERS AND STABLE HANDS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1579 of 2007)

Before Commissioner Cambridge

7 March 2008

REVIEWED AWARD

1. Delete the second and third paragraph of clause 33, Area, Incidence and Duration of the award published 9 November 2001 (329 I.G. 366), and insert in lieu thereof the following:

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 7 March 2008.

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

I. W. CAMBRIDGE, Commissioner

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STRAPPERS AND STABLE HANDS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 480 of 2008)

Before Commissioner Macdonald

21 April 2008

VARIATION

1. Delete subclause (b) of clause 4, Rates of Pay of the award published 9 November 2001 (329 I.G. 366) and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or
 - (ii) award wage increase since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 - Rates of Pay and Table 2 - Other Rates and Allowances of Part B, Monetary Rates, and insert in lieu thereof the following:

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

Level	SWC 2006 Amount \$	SWC 2007 Amount \$
(1) Stablehand		
(a) with less than one year's previous experience	504.40	531.40
(b) with one year's previous experience	504.40	531.40
(c) with two year's previous experience	504.40	531.40
(d) with five year's previous experience	510.85	531.40
(2) Stablehand Rider	590.95	610.95

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	SWC 2006 Amount \$	SWC 2007 Amount \$
1	7(i)	Racecourse within 75 kilometres	26.25	27.30
2	7(ii)	For each 50 Kilometres beyond 75 kilometres or part thereof	6.15	6.40
3	10(iii)	Overtime (meal allowance) per meal	8.95	9.30
4	14	Full Board and Lodging with cook supplied	53.15	55.30
5	14	Full Board and Lodging without cook supplied	18.70	19.45
6	22(i)(b)	Meal allowance whilst at racecourse per meal	8.95	9.30
7	24(iv)	Riding boots and skullcaps per week	1.80	1.85

"Note": These allowances are contemporary for expense related allowances as at 30 March 2007 and for work related allowances are inclusive of adjustment in accordance with the June 2007 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after the 21 April 2008.

A. MACDONALD, Commissioner

Printed by the authority of the Industrial Registrar.

(065)

SERIAL C6561

SUPERVISORS, BREWERIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1619 of 2007)

Before Commissioner Connor

23 April 2008

REVIEWED AWARD**ARRANGEMENT**

Applying to all Supervisors in the Brewing Industry

1. Structural Efficiency
2. Training
3. Enterprise Arrangements
4. Secure Employment
5. Personal/Carers Leave
6. Parental Leave
7. Anti-Discrimination
8. Savings
9. Disputes Settling Procedure
10. Redundancy
11. Traineeships
12. Area, Incidence and Duration

1. Structural Efficiency

- (i) The parties to this award are committed to co-operating positively to increase the efficiency, productivity and international competitiveness of the brewing industry and to enhance the career opportunities and job security of employees in the industry. Accordingly, employees within each classification will perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions.
- (iii) At each plant or enterprise, an employer and the employees and their relevant union shall establish a consultative mechanism and procedure appropriate to the size, structure and needs of that plant or enterprise. Measures raised by the employer, employees or union or unions for consideration consistent with the objectives of subclause (i) herein shall be processed through that consultative mechanism and procedures.
- (iii) Any dispute arising in relation to the implementation of structural efficiency items shall be subject to clause 9, Disputes Settling Procedure. Any matter left unresolved out of Structural Efficiency Negotiations may be referred to the Industrial Commission of New South Wales for determination.

2. Training

- (i) Parties to this award recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
 - (a) Developing a more highly skilled and flexible workforce.
 - (b) Providing employees with career opportunities through appropriate training to acquire additional skills.

- (c) Removing barriers to the utilisation of skills acquired.
- (ii) Following proper consultation in accordance with subclause (ii) of clause 1, Structural Efficiency, or through the establishment of a training committee, an employer shall develop a training program consistent with:
 - (a) The current and future skills needs of the enterprise.
 - (b) The size, structure and nature of the operations of the enterprise.
 - (c) The need to develop vocational skills relevant to the enterprise and the brewing industry through courses conducted on the job and also by accredited educational institutions and providers.
- (iii) Where it is agreed a training committee be established, that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which provides:
 - (a) Formulation of a training program and the availability of training courses and career opportunities to employees.
 - (b) Dissemination of information on the training program and availability of training courses and career opportunities to the employees.
 - (c) The recommending or otherwise of individual employees for training and reclassification.
 - (d) Monitoring and advising management and employees on the ongoing effectiveness of the training.
- (iv)
 - (a) Where as a result of consultation in accordance with clause 1, Structural Efficiency or through a training committee and with the employee concerned, it is agreed that additional training in accordance with the program developed pursuant to subclause (ii) herein should be undertaken by that employee, that training may be undertaken either on or off the job. Provided that if the training is undertaken during ordinary working hours, the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.
 - (b) Any costs associated with standard fees for prescribed courses and prescribed text books incurred in connection with the undertaking of training shall be reimbursed by the employer upon the production of evidence of such expenditure, provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.

3. Enterprise Arrangements

- (a) As part of the Structural Efficiency exercise and as an ongoing process, improvements in productivity and efficiency discussions may take place at an enterprise to provide for:
 - * more flexible working arrangements
 - * improvements in the quality of working life
 - * enhancement of skills
 - * training and job satisfaction
 - * positive assistance in the restructuring process
 - * encouragement of consultation mechanisms across the workplace
 - * consideration of a single bargaining unit

Union delegates at the place of work may be involved in such discussions.
- (b) The terms of any proposed genuine arrangement reached between an employer and employee(s) in any enterprise shall, after due processing, substitute for the provisions of this award to the extent that they are contrary provided that:

- (i) A majority of employees affected genuinely agree.
 - (ii) Such arrangement is consistent with current State Wage Case principles.
- (c)
- (i) Before any arrangement required variation to the award is signed and processed in accordance with subclause (d), details of such arrangements shall be forwarded in writing to the union or unions with members in that enterprise affected by the changes and the employer association, if any, of which the employer is a member. A union or an employer association may, within 14 days thereof, notify the employer in writing of any objection to the proposed arrangements including the reasons for such objection.
 - (ii) When an objection is raised, the parties are to confer in an effort to resolve the issue.
- (d) Such enterprise arrangements shall be processed as follows:
- (i) All employees will be provided with the current prescriptions (e.g. award, industrial agreement or enterprise arrangement) that apply at the place of work.
 - (ii)
 - (a) Where an arrangement is agreed between the employer and the employees or their authorised representatives at an enterprise, such arrangement shall be committed to writing.

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

- (vii) No existing employee shall suffer a reduction in entitlement to earnings, award or overaward, for working ordinary hours of work as the result of award changes made as part of the implementation of the arrangement.

4. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of twelve months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of twelve months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the

right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

(vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

(viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

(c) Occupational Health and Safety

(i) For the purposes of this subclause, the following definitions shall apply:

(1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.

(2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

(ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

(1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

(2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

(3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

(4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

(iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

(d) Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

5. Personal/ Carer's Leave

(1) Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 5.1(c) (ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The employee shall, if required,
- (i) 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, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this subclause where another person had 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 blood relatives of the other; and
 3. "household" means a family group living in the same domestic dwelling.

- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify by telephone of such absence at the first opportunity on the day of absence.
- (e) Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at clause 9, Disputes Settling Procedure, should be followed.

(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 class of person set out in 5.1(c) above who is ill or who requires care due to an unexpected emergency.

(3) Annual Leave

- (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten 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 in 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.
- (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

(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 ordinary time rate- that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for the time accrued at overtime rates shall be made at the expiry of the 12 months period or on termination.
- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

(5) Make-Up Time

- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off at 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 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 on at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or 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.
- (7) Personal Carers Entitlement for casual employees -
- (a) Subject to the evidentiary and notice requirements in 5.1(b) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 5.1(c) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- (8) Bereavement Leave
- (a) An employee other than a casual employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in (c) below.
 - (b) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
 - (c) Bereavement leave shall not be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carers Leave in subclause (1) (c) of this clause, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
 - (d) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave, under subclauses 1, 2, 3, 4, 5, 6 and 7 of this clause. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
 - (e) Bereavement entitlements for casual employees
 - (i) Subject to the evidentiary and notice requirements in subclause 5.1(b), casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 5.1(c).
 - (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is

entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

- (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

6. Parental Leave

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

- (3) Right to request
 - (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

- (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.

- (d) Request to return to work part-time

Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

- (4) Communication during parental leave
 - (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

7. Anti-Discrimination

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

NOTES

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

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

8. Savings

Nothing in this award shall be read or construed so as to reduce any conditions of the existing contract of employment.

9. Disputes Settling Procedure

Any grievance involving a foreman or supervisor covered by this award shall be dealt with by progression through the established management structure of each company.

If this process does not resolve the grievance, either party may refer the matter to the NSW Industrial Relations Commission for Conciliation and Arbitration if necessary.

10. Redundancy

(1) Application

- (i) This clause shall apply in respect of full-time and part-time employees employed in the classifications specified in this award.
- (ii) This clause shall only apply to employers who employ 15 or more employees immediately prior to termination of employment of an employee.
- (iii) 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.
- (iv) 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 specified tasks or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(2) Introduction of Change-

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

Provided that where paragraph (i) of subclause (1) makes provision for the alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

(ii) Employer's Duty to Discuss Change

- (a) The employer shall discuss with the employees affected and the union, inter alia, the introduction of the changes referred to in subclause (2) above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of the changes, including the nature of the changes proposed, the expected effects of the changes

on the employees and any other matters likely to affect the employees and any other matters likely to affect employees; provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(3) Redundancy

(i) Discussions Before Terminations

- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done pursuant to subparagraph (a) of paragraph (i) of subclause (2), and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union.
- (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 subparagraph (a) of this paragraph and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (c) For the purposes of the discussions the employer shall, as soon as practicable, provide to the employees concerned and the union, 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.

(4) Termination of Employment

(i) Notice for Changes in Production, Program, Organisation and Structure

This subclause sets out the notice provisions to be applied to termination by the employer for reasons arising from "production", "program", "organisation" or "structure" in accordance with subparagraph (a) of paragraph (i) of subclause (2) of this clause.

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

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

- (b) In addition to the notice above, employees over 45 years of age at the time of the giving of notice, with not less than two years continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (ii) Notice for Technological Change- This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with subparagraph (a) of paragraph (i) of subclause (2) of this clause:

- (a) In order to terminate the employment of an employee, the employer shall give to the employee three months notice of termination.
 - (b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
 - (c) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.
- (iii) Time Off During the Notice Period
- (a) During the period of termination given by the employer an employee shall be allowed up to one day's time off without loss of during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.
 - (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- (iv) Employee Leaving During the Notice Period - If the employment of an is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
- (v) Statement of Employment- The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.
- (vi) Notice to Centrelink- Where a decision has been made to terminate employees, the employer shall notify Centrelink as soon as possible, giving relevant information, including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (vii) Department of Social Security Employment Separation Certificate- The employer shall, upon receipt of a request from an employee Whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Social Security.
- (viii) Transfer to Lower-paid Duties- Where an employee is transferred to lower-paid duties for the reasons set out in paragraph (i) of subclause (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.
- (5) Severance Pay
- (i) Where an employee is to be terminated pursuant to subclause (4), subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service.
 - (a) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

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

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

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

- (c) "Weeks pay" means the all-purpose rate of pay for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, over-award payments, shift penalties and allowances paid in accordance with this award.
- (ii) Incapacity to Pay- Subject to application by the employer and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount of severance pay than that contained in paragraph (i) of the subclause.
- The Industrial Relations Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in the said paragraph (i) will have on the employer.
- (iii) Alternative Employment- Subject to an application by the employer and further order of the Commission, an employer may pay a lesser amount of severance pay than that contained in paragraph (i) above if the employer obtains acceptable alternative employment for an employee.

11. Traineeships

As to traineeships for persons covered by this award, see the Training Wage (State) Award 2002 published 26 September 2003 (341 I.G. 569) or any successor thereto.

12. Area, Incidence and Duration

- (a) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and replaces the Supervisors, Breweries (State) Award published 21 December 2001 (330 I.G. 528) and all variations thereof.
- (b) The award published on 15 April 1987 took effect from the first full pay period commencing on or after 29 April 1986.
- (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 I.G. 359) take effect on and from 23 April 2008.

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

P. J. CONNOR, Commissioner

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**SYDNEY CRICKET AND SPORTS GROUND TRUST (GROUND
STAFF) ENTERPRISE AWARD 2001**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1581 of 2007)

Before Commissioner Cambridge

28 April 2008 and 5 June 2008

REVIEWED AWARD

1. Delete the last paragraph of clause 38, Area, Incidence and Duration of the award published 25 January 2002 (330 I.G. 1209), and insert in lieu thereof the following:

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 28 April 2008.

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

I. W. CAMBRIDGE, Commissioner

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SYDNEY OLYMPIC PARK VISITORS SERVICES (STATE) AWARD 2002

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Sydney Olympic Park Authority.

(No. IRC 750 of 2008)

Before Commissioner McKenna

28 May 2008

VARIATION

1. Delete Table 1 - Rates of Pay, of Part B Monetary Rates, of the award published 27 September 2002 (336 I.G. 505) and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

The following shall be the ordinary hourly rates for employees engaged between Monday and Sunday, excluding public holidays.

Classification	Weekly Employees (per hour) \$	Casual Hourly Rates \$
Level 1	15.95	19.35
Level 2	17.55	21.30
Level 3	19.20	23.30
Level 4	22.25	27.05

The parties agree that the monetary figures contained in this award reflect the outcome of past State Wage Cases, up to and including the 2005, 2006 and 2007 State Wage Case. Further, it is also agreed that the above rates will be adjusted in line with the monetary outcomes or percentage adjustments of the 2008 State Wage Case.

2. This variation shall take effect from the first full pay period to commence on or after 28 May 2008.

D. S. McKENNA, Commissioner

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**TEACHERS (NON-GOVERNMENT EARLY CHILDHOOD SERVICE
CENTRES OTHER THAN PRE-SCHOOLS) (STATE) AWARD 2006**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C1171 published 9 August 2002

(335 I.G. 752)

(No. IRC 2262 of 2000)

CORRECTION

1. Delete subclause 41 of clause 4, Director's and Authorised Supervisor's Allowance, and substitute the following:
 - 4.1 Director's Allowance
 - (a) A full-time teacher who is appointed as a Director as defined in clause 1, Definitions, shall be paid, in addition to the amounts payable pursuant to clause 2, Salaries, on a fortnightly basis, an allowance for a Director calculated by dividing the per annum rates set out in Table 2 Directors' Allowance of Part B, Monetary Rates, by 26.07.

G. M. GRIMSON *Industrial Registrar.*

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TENNIS STRINGS AND SUTURES INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C6519 published 30 May 2008

(365 I.G. 1940)

(No. IRC 1561 of 2007)

CORRECTION

1. Delete subparagraph (b) of paragraph (i) of subclause (E) of clause 34, Redundancy, and substitute the following:
 - (b) Where an employee is 45 years of age or over, the entitlement shall be in accordance with the following table:

Years of Service	45 years of age or 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

G. M. GRIMSON *Industrial Registrar.*

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TRANSPORT INDUSTRY - CAR CARRIERS (NSW) CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Industry Group New South Wales Branch, Industrial Organisation of Employers and State Peak Council.

(Nos. IRC 1418 of 2007 and 562 of 2008)

Before Commissioner Macdonald

23 May 2008

DETERMINATION

Arrangement

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1. Definitions

In this contract determination unless the subject matter or context otherwise indicates or requires:

"Approved Driver" means the Contract Carrier when the Contract Carrier is an individual person; a partner nominated by the partnership to the Principal Contractor when the Contract Carrier is a partnership; and a person referred to in section 3 09(1) of the Act nominated by the corporation to the Principal Contractor when the Contractor Carrier is a corporation.

"Car" means car, utility and commercial motor vehicle.

"Contract of Carriage" has the meaning given to that expression by the Act.

"Contract Carrier" means a carrier who enters into contracts of carriage.

"Delegate" means union delegate of Contract Carriers based at a terminal and includes co-delegate.

"Intrastate Work" means work which is not local work.

"Local Work" means work involving the transportation of a car to and from places both of which are within the area of a circle of a radius of 50 kilometres the centre of which is the terminal of the Principal Contractor at which the Contract Carrier is based.

"Misconduct" means consuming alcohol while undertaking work for the Principal Contractor, being under the influence of alcohol or a drug while undertaking work for the Principal Contractor, being dishonest or abusive while undertaking work for the Principal Contractor or in dealings with the Principal Contractor or customers, consignors, consignees or their respective representatives, or falsifying documents submitted to the Principal Contractor.

"Retrenchment" in its application to a Contract Carrier means a termination of a Contract Carrier because of the lack of sufficient work available to the Principal Contractor (having regard to the aggregate number of Contract Carriers with whom he has contracts of carriage and Contract Carriers with whom he regularly enters into contracts of carriage) to keep the Contract Carriers adequately engaged with work.

"Standing Time Rate" means the standing time rate specified in Schedule 1 for a vehicle of the carrying capacity of the Contract Carrier's vehicle.

"Suspension" in its application to a Contract Carrier means that the Principal Contractor ceases for a period of time determined by the Principal Contractor to enter into contracts of carriage with the Contract Carrier and to allocate work to the Contract Carrier under any current contract of carriage; and "suspended" has a corresponding meaning.

"Termination" in its application to a Contract Carrier means that the Principal Contractor ceases to enter into contracts of carriage with the Contract Carrier and ceases to allocate work to the Contract Carrier under any current contract of carriage; and "terminated" has a corresponding meaning.

"The Act" means the *Industrial Relations Act*, 1996.

"Union" means the Transport Workers' Union of Australia, New South Wales Branch.

"Vehicle" means a vehicle used by a Contract Carrier for the purpose of a contract of carriage.

"Work" means the transportation of cars by a Contract Carrier under a contract of carriage with a Principal Contractor. Words importing the singular number shall include the plural number and words importing the plural number shall include the singular number. Words importing the masculine gender shall include females and words importing persons shall include corporations.

2. Class of Contract of Carriage, Locality and Duration

- (i) This contract determination shall operate in respect of contracts of carriage being contracts for the transportation of cars within New South Wales by the use of equipment designed or modified for that purpose, but excluding contracts of carriage being contracts for the transportation of cars to or from a place outside New South Wales, and excluding operators licensed under the Tow Truck Act 1989.
- (ii) This determination shall be binding on all Principal Contractors and Contract Carriers parties to contracts of carriage of the class to which this determination relates.
- (iii) This determination rescinds and replaces the Transport Industry - Car Carriers (N.S.W.) Contract Determination published 22 December 2000 (321 I.G. 264) as varied. This determination shall take effect on and from 23 May 2008 and shall remain in force for a period of twelve months thereafter.
- (iv) Leave is reserved to the parties to apply to vary the rates in Schedule 1, Rates of Remuneration, and the amounts in clauses 7 (i) and 7(viii)(c) at the times and in accordance with the provisions specified in Schedule 2, Procedure and Time for Adjustment of Rates and Amounts. Leave is reserved to the parties to apply to insert conditions which relate to the sale of the vehicle. Leave is reserved to the union to apply in respect of down time caused by breakdown of the equipment supplied by the Principal Contractor.

3. The Contract Carrier

- (i) shall comply with all Acts, Ordinances, Regulations and By-laws relating to the registration, third party insurance and general operation of the vehicle within New South Wales;
- (ii) shall carry such cars as the Principal Contractor shall from time to time specify and between such places as the Principal Contractor may reasonably require;
- (iii) shall be responsible for the safe loading of the vehicle and the securing and proper weather-protection of the load, provided that such is facilitated by the equipment supplied by the Principal Contractor;
- (iv) shall exercise all reasonable care and diligence in the carriage and safe-keeping of the cars in his care;
- (v) shall hold at all times and on request produce for the inspection of the Principal Contractor a current driver's licence appropriately endorsed or issued in respect of a motor vehicle of the class of the Contract Carrier's vehicle and immediately notify the Principal Contractor if the licence is suspended or cancelled;
- (vi) shall supply at the request of the Principal Contractor notice of any encumbrances, liens or bills of sales affecting the Prime Mover of the Contract Carrier;
- (vii) shall not have any lien over the cars carried by him; and
- (viii) shall, if the Contract Carrier is not the driver of the vehicle, ensure that the driver complies with those provisions of the determination which are appropriate to be complied with by the driver.

4. General Conditions

- (i)
 - (a) The Principal Contractor shall obtain and maintain adequate insurance cover against the liability of himself and the Contract Carrier for loss or damage to cars being carried. Such insurance cover shall be for an amount adequate to cover the value of the load to be carried. A copy of the policy shall be made available for inspection by the Contract Carrier. The cover by agreement of the insurance company shall exclude the insurer's right of subrogation provided however that the Contract Carrier shall be responsible at all times for the goods in his care, custody and control and it is a condition precedent to this insurance cover that the Contract Carrier shall exercise all reasonable care in the transport of and the safety of the goods the subject of the contract of carriage.
 - (b) The Contract Carrier shall obtain and maintain a public liability insurance policy for an amount of \$10,000,000 in respect of any liability incurred by the Contract Carrier in the performance of work for the Principal Contractor.
 - (c) The Contract Carrier shall obtain and maintain a comprehensive motor vehicle insurance policy over the vehicle including unlimited cover for third party property damage in respect of any one accident.
 - (d) The Contract Carrier shall take out and maintain Personal Sickness and Accident Insurance under which the Contract Carrier in the event of incapacity of the approved driver for a period exceeding eight ordinary working days will receive a weekly benefit which is not less than the amount required to meet the financial obligations of the Contract Carrier in respect of his vehicle.
 - (e) Where the Contract Carrier is a corporation, the Contract Carrier shall take out and maintain a Workers' Compensation Insurance Policy to cover the approved driver.
 - (f) A copy of all insurance policies required to be effected by the Contract Carrier under this determination and receipts for correct premiums shall be produced for inspection by the Principal

Contractor at any time upon request. Copies of certificates of currency shall also be supplied to the Principal Contractor to ensure that policies held by the Contract Carriers do not expire.

- (ii) Where the approved driver of the vehicle is required by the Principal Contractor to wear special uniform when undertaking work for the Principal Contractor, it shall be supplied by the Principal Contractor at no cost to the Contract Carrier. Where a uniform is so provided the Contract Carrier shall ensure that it is worn by the approved driver at all times while undertaking work for the Principal Contractor.
- (iii) The Principal Contractor shall pay to the Contract Carrier all charges for tolls, ferry dues and crane hire which the Contract Carrier may necessarily incur in performing work for the Principal Contractor.
- (iv) When the Contract Carrier is a corporation or partnership then for the purposes of this determination any act, default or misconduct by any person doing work on behalf of the corporation or partnership under a contract of carriage to which the corporation or partnership is a party shall be deemed to be the act, default or misconduct of the Contract Carrier.
- (v) In the event of an industrial dispute -
 - (a) The delegate shall negotiate with the transport manager of the Principal Contractor.
 - (b) If the dispute is not resolved, the union organiser shall take the matter up with the management of the Principal Contractor.
 - (c) If negotiations are unsuccessful, the dispute shall be notified to the Industrial Registrar to enable a compulsory conference to be convened.
 - (d) Whilst these steps are being pursued it is expected that work shall continue normally.
- (vi) Each Principal Contractor shall give priority in loading to Contract Carriers whose vehicles are painted in the Principal Contractor's colours and identification over Contract Carriers whose vehicles are not painted in the Principal Contractor's colours and identification.

5. Daily Working Instructions

- (i) The Contract Carrier shall:
 - (a) work as directed by the Principal Contractor. This obligation shall include the following:
 - report to the Principal Contractor attendance or non-attendance at the Principal Contractor's terminal or other place designated by the Principal Contractor at least one hour prior to the start time nominated by the Principal Contractor. In the event that no start time is nominated by the Principal Contractor, the Contract Carrier must contact the Principal Contractor by 6 am daily on each of the days on which he may be required to undertake work;
 - advise the Principal Contractor as early as possible any commitments affecting his ability to perform work; and
 - not cease performing work on any day without notifying the Operations Staff of the Principal Contractor in person, by 2-way radio or telephone;
 - (b) ensure that the driver of the vehicle is of neat appearance;
 - (c) maintain contact with the Principal Contractor radio if installed in the vehicle and immediately inform the Principal Contractor when a radio unit installed in the vehicle requires servicing or repair;
 - (d) inform the Principal Contractor immediately if he is unable to effect a pick up of cars to be carried by him;

- (e) ensure that all freight notes and driver's work sheets and any other document reasonably required by the Principal Contractor are correctly completed and given to the Principal Contractor and use every endeavour to obtain the customer's signature when cars are picked up and delivered;
 - (f) submit properly completed work sheets within 36 hours of the delivery of cars where possible;
 - (g) account for any cheques or moneys received on behalf of the Principal Contractor as soon as possible; provided that payment for moneys received shall be made by the Principal Contractor in accordance with clause 2.12 of the Transport Industry (State) Award published 20 April 2000 (315 I.G. 192).
 - (h) immediately report any accident to the Operations Staff of the Principal Contractor and attend to any legal requirements at the scene;
 - (i) before loading, carefully check every car for:
 - Exterior Damage;
 - Interior Damage and cleanliness;
 - Identification Number;
 - Spare Tyre and Tools;
 - Windscreen Scratches;
 - Other obvious shortages;

in accordance with the Federal Chamber of Automotive Industries New Vehicle Receiving and Inspection Procedures including filling in the Vehicle Survey Report (the "initial survey");
 - (j) seek and comply with the Principal Contractor's instructions regarding a safe route, except where unforeseeable local conditions cause a Contract Carrier to effect a justifiable deviation;
 - (k) observe the necessity for civility to the Principal Contractor's customers.
- (ii) The Principal Contractor shall:
- (a) notify Contract Carriers of details of late operations and of the Principal Contractor's intentions to operate special arrangements as easily as practicable. For the pick up or delivery of motor vehicles at a wharf details of late operations shall be notified by 10 am on the day on which the work is to be undertaken;
 - (b) use his best endeavours to ensure that a terminal in continuous use by the Principal Contractor has suitable off-street space for loading and unloading and that pick up locations are adequately staffed and equipped with facilities for the provision of air for tyres, of fuel and of auxiliary batteries;
 - (c) endeavour to allocate work in a manner designed to give equal opportunity of earnings for Contract Carriers operating vehicles of the same capacity;
 - (d) arrange whenever practicable for a representative to attend accidents involving substantial load or equipment damage or personal injury;
 - (e) advise Contract Carriers of urgent or special delivery instructions arranged for particular work or particular cars;
 - (f) instruct Operations Staff to treat communications from Contract Carriers as first priority, wherever practicable;
 - (g) use his best endeavours to ensure that cars being carried by the Contract Carrier have sufficient fuel for loading and unloading purposes;

- (h) maintain a record (to be known as the "Intrastate Roster") of distances covered by each Contract Carrier in undertaking intrastate work which shall also show the carrying capacity of the vehicle of each Contract Carrier. Intrastate work shall be allocated to Contract Carriers operating vehicles in each capacity division on the principle of work involving the longest distance being allocated to the Contract Carrier with the lowest accrued distance. Distances travelled on work performed during a weekend shall not be recorded on the "Intrastate Roster";
- (i) a Contract Carrier unavailable to undertake intrastate work for any reason other than failure of equipment supplied by the Principal Contractor or annual leave shall have a distance added to his accrued distance on the "Intrastate Roster" equivalent to the distance he would have travelled in undertaking the work which would be allocated to him if he had been available. This paragraph (i) shall not apply to a delegate unavailable as a result of a reasonable absence on union business.

6. Other Conditions

- (i) If the Contract Carrier commits misconduct he may be suspended by the Principal Contractor. An inquiry will be held within one normal working day by the Principal Contractor or his nominee, delegates and, if available, a representative of the union. If misconduct is proven then the Contract Carrier may be terminated by the Principal Contractor subject to prior discussion having taken place between the Principal Contractor and the union.
- (ii) The Principal Contractor or his nominee and delegates and, if available, a representative of the union may investigate any failure by a Contract Carrier to comply with the terms of this determination. A Contract Carrier who fails to comply with the terms of this determination may be suspended and/or terminated by the Principal Contractor subject to prior discussion having taken place between the Principal Contractor and the union.
- (iii)
 - (a) A Contract Carrier shall not engage or allow another person to drive his vehicle other than the approved driver when he is performing work for the Principal Contractor unless the approved driver is unable to perform work for a period of more than one week for any reason other than annual leave. It will then be the responsibility of the Contract Carrier to arrange for the services of a driver to operate his vehicle for a period not to exceed three months from the date of commencement of the disability.

If the disability continues beyond a period of three months the Contract Carrier may be suspended and/or terminated by the Principal Contractor subject to prior discussion having taken place between the Principal Contractor and the union.
 - (b) A Contract Carrier shall not engage or use the services of a driver for his vehicle other than the approved driver without prior approval from the Principal Contractor concerned as the suitability of the driver. If such approval is given the Contract Carrier will take out and maintain at all times a Workers' Compensation Insurance Policy to cover the driver. The approval may be withdrawn by the Principal Contractor if the driver commits misconduct or fails to comply with a provision of this determination appropriate to be compiled with by a driver of a Contract Carrier's vehicle.
- (iv) The Contract Carrier shall:
 - (a) pay all the registration and insurance fees in respect of the prime mover (and/or trailer where the Contract Carrier operates under Table B);
 - (b) pay all imposts payable in respect of the prime mover; and
 - (c) keep the prime mover in mechanically sound roadworthy and clean condition.

7. Other Conditions

- (i) The remuneration of a Contract Carrier shall be subject to adjustment under this subclause.

- (a) The Principal Contractor may (subject to notice of two weeks) deduct the sum of \$250 for each incident involving a car or cars under the care or control of the Contract Carrier being damaged and the sum of \$250 for each car from which an item becomes missing while the car is under the care or control of the Contract Carrier and the sum of \$250 for each car which has damage or from which an item is missing (being damage of the kind referred to in clause 5 (i)(i) which is not noted on the initial survey. In the event that repair and/or replacement costs are less than \$250, the lesser amount shall be paid to the Contract Carrier. The amount in this clause (\$250) shall be increased at the same percentage as the rate adjustment applicable within this determination.
 - (b) Subject to the foregoing provision where salvage of a load or equipment is necessary due to an accident, the salvage costs shall be borne by the Principal Contractor.
 - (c) If the Contract Carrier is delayed en route under circumstances in which he cannot complete the work within a reasonable period of time for any reason, the Principal Contractor may transfer the cars from the vehicle of the Contract Carrier and make other arrangements for the completion of the carriage of the cars and deduct from the payment which would have been due to the Contract Carrier if he had completed the work any reasonable cost incurred by the Principal in effecting completion of the transportation of the cars; provided that the Principal Contractor shall not be entitled to deduct any amount which he may be entitled to recover under the insurance referred to in clause 4 (i)(a) of this determination.
- (ii) The Principal Contractor in conjunction with union delegates may investigate an excessive claims record of a Contract Carrier. A Contract Carrier whose claims record is excessive may be terminated by the Principal Contractor subject to prior discussion having taken place between the Principal Contractor and the union.
 - (iii) No alterations to equipment of the Principal Contractor are to be carried out by the Contract Carrier without the consent of the Principal Contractor.
 - (iv) A Contract Carrier shall be responsible for keeping the trailer and associated equipment in a clean and tidy condition subject to workload. The Contract Carrier is required to report to the Principal Contractor any obvious faults in the trailer and associated equipment immediately upon them being discovered.
 - (v) A Contract Carrier shall have for the purpose of undertaking work a prime mover acceptable to the Principal Contractor. The wheelbase and fittings (including turntable and mudguards) shall be as specified by the Principal Contractor.
 - (vi) A Contract Carrier shall bear the cost of alterations to the prime mover or trailer which are necessary due to the incompatibility of the type of prime mover provided by the Contract Carrier.
 - (vii) A Contract Carrier shall be responsible for and meet all costs for maintenance and replacement of brake linings (in excess of two sets per year) and tyres fitted to the trailer provided by the Principal Contractor. Should excessive wear of trailer tyres be caused by a faulty trailer, then the Principal Contractor shall reimburse the Contract Carrier for a reasonable proportion of the cost incurred.
 - (viii) The Principal Contractor shall:
 - (a) bear the cost of fitting up the trailer associated equipment. This work shall be carried out by the Principal Contractor or by an outside contractor nominated by him. "Associated equipment" means the car carrying frame, platform or gondola fitted to the prime mover and, in the case of tag-along trailers only, the turntable attachments to the prime mover;
 - (b) pay the following proportion of fitting up costs on replacement of the prime mover according to the period during which the Contract Carrier has continuously undertaken work for the Principal Contractor or the period which has elapsed since the last replacement of the prime mover whichever is the shorter.

Period	Proportion
Up to 1 year	Nil
Over 1 Year and up to 2 years	25%
Over 2 years and up to 3 years	50%
Over 3 years and up to 4 years	75%
Over 4 years	100%

This work shall be carried out by the Principal Contractor or an outside contractor nominated by him. Where fitting up exceeds two weeks and no part of the delay is the fault of the Contract Carrier, the Principal Contractor shall pay the Contract Carrier for eight hours at the standing time rate for each complete working day (and proportionately for part of a working day) which is included in that part of a delay which is in excess of two weeks;

- (c) make available a trailer and associated equipment of an agreed capacity for maintenance fee of 2% of gross income, to be deducted weekly or fortnightly from the Contract Carrier's remuneration. The trailer and associated equipment shall be used only for undertaking work for the Principal Contractor. Should the trailer be used by a Contractor Carrier for any other purpose (except the repositioning of the Contract Carrier's personal car), he may be terminated by the Principal Contractor subject to prior discussion having taken place between the Principal Contractor and the union;
- (d) maintain the trailer and associated equipment in a reasonable, workable and safe state of repair as required by the Roads and Traffic Authority and the Occupational Health and Safety Act. Where faults in the equipment of the Principal Contractor reported to the Principal Contractor have not been corrected or where faults in such equipment occur and such faults were not apparent on normal inspection, then, should those faults result in damage to the Contract Carrier's equipment, such damage shall be made good by the Principal Contractor. If damage is caused to equipment of the Principal Contractor as a result of negligence on the part of the Contract Carrier, the Contract Carrier shall bear the cost of making good such damage at prevailing industry rates by way of adjustment to the remuneration;
- (e) supply and fit the vehicle of a Contract Carrier engaged substantially in local work with a mobile radio and/or a contemporary communications system at the Principal Contractor's expense. Maintenance and wear and tear and ongoing costs of the radio and/or the communications system will be the responsibility of the Principal Contractor except where repairs are due to negligence of the Contract Carrier. In this instance the cost or repair will be borne by the Contract Carrier by way of adjustment to the remuneration of the Contract Carrier. Where the Contract Carrier changes his vehicle prior to the completion of 12 months work for the Principal Contractor, the cost of transferring the radio and/or the communications system shall be at the Contract Carrier's expense;
- (f) at his option, paint the Contract Carrier's prime mover in the Principal Contractor's colours at the Principal Contractor's expense after the Contract Carrier has been undertaking work for the Principal Contractor for a period of three months;
- (g) at their option, repaint such prime mover every four years. Should the Principal Contractor deem repainting necessary before the expiration of four years or should a Contract Carrier replace the prime mover before the expiration of four years since the last painting the Principal Contractor shall pay the following proportion of repainting (or painting the replacement prime mover) according to the period during which the Contract Carrier has continuously undertaken work for the Principal Contractor or the period which has elapsed since the last painting of the prime mover whichever is the shorter.

Period	Proportion
Up to 1 year	Nil
Over 1 year and up to 2 years	one third cost
Over 2 years and up to 3 years	two thirds cost
Over 3 years	full cost

The work shall be carried out by the Principal Contractor's workshop at rates generally prevailing in the industry or by outside contractors nominated by the Principal Contractor;

- (h) notify the union or delegate, as the case may be, of any intended variation in the number of Contract Carriers engaged at a terminal. Where it becomes necessary for a Principal Contractor to increase the number of Contract Carriers engaged by him, first consideration shall be given to Contract Carriers displaced because of industry reorganisation.

Retrenchment of Contract Carriers undertaking work on a permanent basis for a Principal Contractor and operating a vehicle of a particular carrying capacity shall be on the basis of "last on, first off" for Contract Carriers operating vehicles of that capacity;

- (i) provide suitable "do-it-yourself" trailer washing facilities;
- (j) where practicable attach a suitable lockable tool box at an accessible position on company equipment;
- (k)
 - (A) Subject to subclause (B) bear the cost of removing all company supplied equipment and company signs and paint the prime mover with spraying enamel in a single colour in the case of a Contract Carrier ceasing to perform work for the Principal Contractor, provided that the Contract Carrier has not been terminated under clauses 6 (i) or 6 (ii) and that the Contract Carrier has fulfilled a period of not less than three continuous years of work for the Principal Contractor.
 - (B) If the Contract Carrier has been engaged in the performance of work for the Principal Contractor for a period of less than three years then the cost shall be shared in the proportion provided for in clause 7 (viii) (g) except for the mechanical removal of equipment which shall be borne by the Principal Contractor.
 - (C) The work shall be carried out by the Principal Contractor at rates prevailing in the industry or by an outside contractor nominated by the Principal Contractor.
 - (D) In the case of a retrenchment of a Contract Carrier, the Principal Contractor shall bear the cost of removing all the Principal Contractor's equipment and company signs and paint the prime mover with spraying enamel in a single colour;
- (l) advise and up-date as necessary a complete list of delivery locations regularly serviced by the Principal Contractor. List to include:
 - Contact names;
 - Telephone number;
 - After hours telephone number;
 - Receiving times;
 - Loading and unloading points.
- (ix) The Principal Contractor shall publish an annual leave roster setting out the Contract Carrier's leave requirements which he shall endeavour to ensure are acceptable to all Contract Carriers.
- (x) Should, in the option of the Contract Carrier, the loading and/or transportation of a particular car or cars constitute a hazard because of the nature or condition of such car or cars, the Contract Carrier shall inform the Principal Contractor and may refuse to load or transport, as the case might be, such car or cars until appropriated measures have been taken to eliminate the hazard.

8. Conditions

- (i) The Principal Contractor shall, subject to any adjustments provided for in this determination, pay to a Contract Carrier for intrastate work the rate of remuneration per kilometre shown in Schedule 1 for a

vehicle with the capacity of the Contract Carrier's vehicle for each kilometre necessarily travelled to the destination and return, including any distance travelled where a Contract Carrier is instructed to part-unload before or after reaching the destination, or to deviate for any reason from the accepted or designated route.

- (ii) When a Contract Carrier is instructed to load a car or cars for return to a terminal of a Principal Contractor or other destination during intrastate work, the Principal Contractor shall pay a handling charge in addition to the ordinary rate of remuneration. The handling charge shall be one hour at the standing time rate for each car in a drivable condition or two hours at the standing time rate for each car which is not in a drivable condition. The Principal Contractor shall reimburse the Contract Carrier for any reasonable costs incurred in loading and unloading a car which is not in a drivable condition.
- (iii) Subject to subclause (iv) and subject to any adjustment provided for in the determination, the Principal Contractor shall pay a Contract Carrier for local work in accordance with the "Zone Rates per Car Carrier" shown in Schedule 1 for a vehicle with the capacity of the Contract Carriers' vehicle. A single rate shall be paid for each trip. When multiple pick ups/drops are required in the metropolitan area, the zones will be measured from furthest point of pick up to the furthest point of delivery, via any intervening pick ups/drops in a straight line between those pick ups/drops.

Zone 1 - up to 8 kilometres radius.

Zone 2 - over 8 and up to 16 kilometres radius.

Zone 3 - over 16 and up to 24 kilometres radius.

Zone 4 - over 24 and up to 32 kilometres radius.

Zone 5 - over 32 and up to 50 kilometres radius.

- (iv)
 - (a) Subject to clause 8 (v) the provisions of this subclause shall apply when the Contract Carrier is undertaking local work being the transportation of a car or cars under a contract of carriage from one or more places to one or more places of delivery in the course of which the Contract Carrier at no time has a load of cars equal to the carrying capacity of his vehicle because the Principal Contractor is unable or, due to operational circumstances, has found it impracticable to allocate a full load to the Contract Carrier.
 - (b) Subject to any adjustment provided for in the determination the Principal Contractor shall pay the Contract Carrier for local work to which this subclause applies whichever is the greater of the rate per car delivered or the hourly rate for the period of time occupied by the Contract Carrier in undertaking the work.
 - (c) For the purposes of this subclause, the rate per car delivered means a payment to the Contract Carrier for each car delivered in accordance with the "Rate per Car Delivered" shown in Schedule 1 for a vehicle with the capacity of the Contract Carrier's vehicle. The applicable rate for each car delivered shall be the rate appropriate to the zone in which the place of delivery of the car is located. The zones in respect of each car delivered shall be the areas within the following radii of the pick up place of the car:
 - Zone 1 - Up to 8 kilometres radius.
 - Zone 2 - Over 8 and up to 16 kilometres radius.
 - Zone 3 - Over 16 and up to 24 kilometres radius.
 - Zone 4 - Over 24 and up to 32 kilometres radius.
 - Zone 5 - Over 32 and up to 50 kilometres radius.
 - (d) For the purposes of this subclause the hourly rate means payment at the running time rate specified in Schedule 1 for a vehicle of the capacity of the vehicle of the Contract Carrier; and the period of time occupied in undertaking the work shall be calculated from the time when the Contract Carrier commences to drive his vehicle to a place of pick up of the cars to be transported until the time of completion of final delivery but excluding any time during which the Contract Carrier ceased to perform the work or was subject to delay as referred to in subclause (6). Time shall be calculated to the nearest 15 minutes.

- (e) When the hourly rate is the basis of payment of the Contract Carrier, he shall immediately notify the Principal Contractor by radio (or by telephone, if radio is unavailable) when he commences driving to a place of pick up, when he ceased performing work and when he resumes work and when he completes delivery of a car or cars at each place of delivery.
- (v) Notwithstanding anything in this determination, the Contract Carrier and the Principal Contractor may determine by negotiating between them the remuneration payable to a Contract Carrier for local work (including local Port Kembla work) involving the carriage of a load of cars less than the carrying capacity of the vehicle when by reason of the place of pick up or place of delivery the work can conveniently be carried out by the Contract Carrier in the course of his journey to or from his place of residence. The Contract Carrier shall not be obliged to undertake work under this subclause.
- (vi) The Principal Contractor shall pay a Contractor Carrier engaged upon local work at the standing time rate to the nearest 15 minutes for a delay sustained by the Contract Carrier in excess of a reasonable delivery time. This subclause shall only apply to delays caused by the Principal Contractor's or receiver's agents which are notified immediately to the Principal Contractor by radio (or by telephone, if radio is unavailable).
- (vii) The Principal Contractor may adjust the remuneration of the Contract Carrier by way of deducting any amount properly payable by the Contract Carrier which has been incurred by the Contract Carrier in the name of the Principal Contractor; and the Principal Contractor may withhold payment from the Contract Carrier's remuneration of the amount of \$300 for a maximum of three months on the Contract Carrier ceasing to undertake work for the Principal Contractor, to enable the final adjustment to be made under this subclause. The Principal Contractor shall pay the balance of the remuneration due to the Contract Carrier not later than on the expiry of the period of three months. The \$300 amount referred to in this clause shall be increased by an amount equal to the overall percentage increase to rates of remuneration as provided by this determination.
- (viii) The Principal Contractor shall pay the Contract Carrier the remuneration due to him on the fifth working day after the close of the pay period which shall not exceed two weeks' duration.
- (ix) The Principal Contractor shall provide with each payment of remuneration to the Contract Carrier a list showing:
 - (a) origin of loads or parts thereof;
 - (b) delivery points of loads or parts thereof;
 - (c) amounts paid for loads or parts thereof; and
 - (d) the amount of all adjustments and deductions.
- (x) The Principal Contractor shall supply to the Contract Carrier a current schedule of rates for local work and intrastate work showing the pick up points, destinations and rates applicable for vehicles of each capacity.
- (xi) The Principal Contractor shall not make any deductions other than statutory deductions or as authorised by this determination from the remuneration provided for by this determination except as may be authorised in writing by the Contract Carrier.

9. Port Kembla

This section shall apply to work that is defined as "Port Kembla Work".

Definitions

- (a) "Port Kembla Work" shall mean work whereby a Contract Carrier picks up vehicles from the Port Kembla Wharf for delivery into the Sydney metropolitan area.

- (b) "Local Port Kembla Work" shall mean, subject to clause (c) below, work involving a journey or journeys whereby a Principal Contractor directs a Contract Carrier to pick up vehicles from the wharf facility at Port Kembla for delivery to a location within a 32 kilometre radius.
- (c) Clause (b) shall not apply where a contract carrier will not also complete a contract of carriage as defined in clause (a) above.
- (d) "32 Kilometre radius" shall mean a radius of 32 kilometres drawn from the south east corner of berth number 105 within the Port Kembla Facility as it appeared on 16 May 2008 at map coordinates 34,27,21.5"S; 150,53,34.0"E.
- (e) "50 Kilometre radius" shall mean a radius of 50 kilometres drawn from the south east corner of berth number 105 within the Port Kembla Facility as it appeared on 16 May 2008 at map coordinates 34,27,21.5"S; 150,53,34.0"E.
- (f) "Port Kembla North" shall mean contracts of carriage with destinations North of Port Kembla.
- (g) "Port Kembla South" shall mean contracts of carriage with destinations South of Port Kembla.
- (h) "Connor Rate" shall be the base rate of remuneration payable for Port Kembla Work.
- (i) "Port Kembla Zone Rates" shall mean the rates of remuneration for zones applicable for Port Kembla Work performed that is further than the 50 kilometre radius. Zones are the following distances measured from the 50 Kilometre radius:
- Zone 1 - Up to 8 kilometres radius.
 Zone 2 - Over 8 and up to 16 kilometres radius.
 Zone 3 - Over 16 and up to 24 kilometres radius.
 Zone 4 - Over 24 and up to 32 kilometres radius.
 Zone 5 - Over 32 and up to 50 kilometres radius.
- (j) Contracts of carriage that do not fall within the above definitions shall be payable as per clause 8 (i) and (ii).

Remuneration

- (k) The remuneration payable for Port Kembla Work shall be those as set out in Schedule 1 - Table D, E and F.

Examples

The examples in this section are intended solely to provide guidance only in relation to the operation of this section, being Port Kembla Work, and do not have any affect on other sections of this determination.

- (l) Port Kembla Work with delivery to Warwick Farm = Connor rate (Table D) + Port Kembla Zone 2 (tables D, E and F).
- (m) Local Port Kembla to Local Port Kembla (less than 32km radius) = conventional applicable zone rate (tables A, B and C).
- (n) Local Port Kembla to Local Port Kembla North (greater than 32km radius and less than 50km) = Connor rate (table D).
- (o) Local Port Kembla to Local Port Kembla South (greater than 32km) = applicable intrastate rate as per table H.
- (p) Intrastate work picked up from Port Kembla (PK) for delivery to Taree = 89kms (half PK Table H) + 397kms + 322kms = 808kms.

- (q) Intrastate work Port Kembla North - Commencing at pick-up from Sydney Metropolitan Area and then a further pick up at Port Kembla with delivery to Taree and return = 644kms (Table H) + 178km (Port Kembla deviation from Sydney and return) = 822kms.
- (r) Intrastate work Port Kembla South - Commencing at pick up from Sydney Metropolitan Area and then a further pick up at Port Kembla with delivery to Canberra and return = 582kms (Table H) + 66kms (deviation via Port Kembla) = 648kms.

Calculation of rates

- (s) The base rate of remuneration payable for Port Kembla Work at Schedule 1 - Tables D, E & F ("the Connor Rate") are calculated by adding the rural kilometres for Port Kembla as set in Schedule 1 - Table H and an amount equal to 1.5 times the relevant standing time rate. This rate applies to all deliveries between a 32km and 50km radius from Port Kembla wharf.
- (t) The remuneration payable for Port Kembla Work at Schedule 1 - Table D, Table E and Table F provide rates payable for Port Kembla Work to the Sydney Metropolitan area. Zones are calculated by adding 0.5 hours of the relevant running and standing rate per zone for the first four zones to the Port Kembla base rate. The fifth zone is calculated by adding 3.125 hours of running and standing rate to the Port Kembla base rate. This is calculated at an average speed of 32 kilometres per hour to the destination and return.
- (u) Rural deliveries ex Port Kembla are calculated by adding half the Port Kembla rural kilometres (Table H), plus the real kilometres from Port Kembla wharf to the destination and then the one-way rural kilometres (Table H) to Sydney.

10. Leave Reserved

- (i) Leave is reserved for either party to apply as it may be advised for:

a sixth zone rate for the metropolitan work;

rates for vehicles of a capacity not currently covered by this determination;

and subclause 7(vii)(c) - trailer hire fee;

Diesel fuel rebate

- (ii) Leave is reserved for either party to apply as it may be advised for:

the definition of "Local Work" contained in clause 1, Definitions; and subclause 8(iii);

rates of remuneration for subcontractors based in Port Kembla;

review of cost benchmarks at schedule 2.

SCHEDULE 1

Rates of Remuneration

- (i) This schedule contains the following tables:

Table A: Rates of remuneration for local and interstate work where the contract carrier supplies the prime mover only.

Table B: Rates of remuneration for local and intrastate work where the contract carrier supplies both the prime mover and the trailer.

Table C: Rates of remuneration for local and intrastate work where the contract carrier supplies the prime mover and the tyres for the principal contractor's trailer.

Table D: Rates of remuneration for Port Kembla Work (including the base rate of remuneration for Port Kembla Work - also referred to as the "Connor Rate") where the contract carrier supplies the prime mover only

Table E: Rates of remuneration for Port Kembla Work where the contract carrier supplies both the prime mover and trailer.

Table F: Rates of remuneration for Port Kembla Work where the contract carrier supplies both the prime mover and the tyres for the principal contractors' trailer.

Table G: Deemed distances to apply for common trips from the Sydney Metropolitan Area to towns within the State of New South Wales, for the purpose of calculating intrastate remuneration.

Table H: Deemed distances to apply for common round trips originating and terminating in the Sydney Metropolitan Area and passing through towns within the State of New South Wales, for the purposes of calculating intrastate remuneration.

- (ii) Where:
- (a) a carrier performs a contract of carriage within the area, incidence and duration of this determination; and
 - (b) the carrier is eligible to claim a rebate pursuant to the Commonwealth Government's Energy Grants (Credits) Scheme ('the scheme') for that contract of carriage; and
 - (c) the carrier has been requested to apply for the rebate pursuant to the scheme by the principal contractor; the principal contractor may reduce the cartage rates payable in Tables "A", "B", "C", "D", "E" & "F" of Schedule II of this determination up to a maximum reduction of 1.57% of the rate otherwise payable to the carrier for the performance of that contract of carriage.
- (iii) Should a carrier become ineligible to claim a rebate pursuant to the scheme or the scheme is abolished then the principal contractor shall not be permitted to reduce the cartage rates pursuant to sub-clause (ii).
- (iv) Should the scheme be abolished or altered or modified leave is reserved to the parties to make application in relation to sub-clauses (u) and (iii).
- (v) To ensure clarity, the method for calculation of the diesel fuel rebate reduction percentage is contained in the following example:

The reduction is calculated by comparing the Caltex Metro Card Price, excluding GST as at 1 May 2008 for Diesel Lo-Sulfur, Sydney Metropolitan with the rebate.¹ If the carrier is eligible for the 18.51 cents per litre rebate this equates to an effective 11.8% rebate in total fuel costs.² When the current weighting for fuel is adjusted accordingly to the percentage change in the fuel benchmark, the new weighting becomes 19.73%.³ The actual fuel weighting for carriers able to claim the rebate is calculated by determining what 11.8% of the new weighting is, which equates to 17.4%.⁴ The new weighted benchmark of 19.73% then needs to be reset to bring it back to a reset weighting, which equates to 18.97%.⁵ The difference between the reset weighting (18.97%) and the actual fuel weighting (17.4%) allows the principal contractors to make a net reduction of 1.57%.⁶

¹ 173.20 cents per litre, less 1/11th GST = 157.46 cents per litre.

² $(157.46 - 18.51) / 157.46 = 88.2\%$ of fuel bill or a 11.8% reduction in fuel bill

³ $17.44 \times 13.14\% = 19.73$

⁴ $11.8\% \text{ of } 19.73 = 17.4$

⁵ $19.73 / 100.402 = 18.97$

⁶ $18.97 - 17.4 = 1.57$

CAR CARRIERS ADJUSTMENT CALCULATIONS						
Sep. 07 to May 08						
Percentage increase =		4.02%				
Category	Old Value 1/09/2007	New Value 1/05/2008	% Change	Current Weighting	New Weighting	Reset Weighting
Wages	611.4	631.40	3.27%	40.46	41.79	40.17
Capital	99.6	98.50	-1.10%	17.94	17.74	17.06
Insurances	266.4	275.30	3.34%	9.89	10.22	9.82
Registration	220.4	224.60	1.91%	4.38	4.46	4.29
R&M	154.3	156.70	1.56%	6.35	6.45	6.20
Tyres	126.4	130.40	3.16%	1.22	1.25	1.21
Fuel	210	237.60	13.14%	17.44	19.73	18.97
Admin	158.1	161.70	2.28%	2.32	2.38	2.28
				100.00	104.02	100.00

Table A - (Including 2% Trailer Hire)

Local Work

Zone Rates per Car Carriage - Prime Mover

Zone 0	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	30.00	47.52	62.84	78.31	86.07	35.07
2	45.32	70.67	89.05	107.88	118.05	52.99
3	58.08	89.22	110.05	133.77	146.18	67.89
4	68.27	104.97	130.90	159.72	174.17	79.84
5	75.94	126.30	151.79	185.61	202.30	88.78

Rate per Car Delivered

Zone 0	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	30.00	15.84	15.71	15.66	14.34	35.07
2	45.32	23.56	22.26	21.58	19.67	52.99
3	58.08	29.74	27.51	26.75	24.36	67.89
4	68.27	34.99	32.73	31.94	29.03	79.84
5	75.94	42.10	37.95	37.12	33.72	88.78

Vehicle	Standing and Running Rate Per Hour \$	Standing Time Rate per Hour \$
1 Car	38.29	29.69
3 Car	46.34	36.81
4 Car	52.37	41.89
5 Car	55.56	43.87
6 Car	60.07	47.94
1 Car Tilt	44.76	34.28

Intrastate Work

Vehicle	Standing & Running Rates - Cents per kilometre
1 Car	73.78
3 Car	105.67
4 Car	117.00
5 Car	129.80
6 Car	139.54
1 Car Tilt	86.54

Table B

Local Work

Zone Rates per Car Carriage - Prime Mover & Trailer

Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	31.22	53.25	71.15	90.04	98.66	38.00
2	47.16	79.21	100.67	124.27	137.08	57.42
3	60.45	100.03	124.37	154.01	169.76	73.59
4	71.05	120.74	148.06	183.92	202.30	86.56
5	79.05	141.56	171.72	213.72	234.91	96.23

Rate per Car Delivered

Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	31.22	17.75	17.79	18.01	16.44	38.00
2	47.16	26.40	25.17	24.85	22.85	57.42
3	60.45	33.34	31.09	30.80	28.29	73.59
4	71.05	40.25	37.02	36.78	33.72	86.56
5	79.05	47.19	42.93	42.74	39.15	96.23

Vehicle	Standing and Running Rate Per Hour \$	Standing Time Rate Per Hour \$
1 Car	39.85	31.17
3 Car	51.96	37.26
4 Car	59.24	42.88
5 Car	63.96	45.61
6 Car	69.74	53.01
1 Car Tilt	48.51	37.56

Intrastate Work

Vehicle	Standing & Running Rate - Cents per kilometre
1 Car	72.53
3 Car	112.59
4 Car	125.02
5 Car	138.85
6 Car	144.93
1 Car Tilt	89.32

Table C (Including 2% Trailer Hire)

Local Work

Zone Rates per Car Carriage - Prime Mover & Tyres

Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	30.34	48.10	64.24	79.54	87.54	35.05
2	45.86	71.55	91.01	109.68	120.08	52.93
3	58.79	90.34	112.43	135.41	148.56	67.86
4	69.12	109.09	133.84	162.35	177.04	79.78
5	76.86	127.88	155.25	188.76	205.52	88.74

Rate per Car Delivered

Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	30.34	16.03	16.06	15.91	14.59	35.05
2	45.86	23.85	22.75	21.94	20.01	52.93
3	58.79	30.11	28.11	27.08	24.76	67.86
4	69.12	36.36	33.46	32.47	29.51	79.78
5	76.86	42.63	38.81	37.75	34.25	88.74

Vehicle	Standing and Running Rate Per Hour \$	Standing Time Rate per Hour \$
1 Car	38.76	29.65
3 Car	46.93	36.80
4 Car	53.54	41.88
5 Car	56.49	43.85
6 Car	61.06	47.89
1 Car Tilt	44.75	34.25

Intrastate Work

Vehicle	Cents per kilometre
1 Car	75.55
3 Car	108.65
4 Car	122.90
5 Car	134.83
6 Car	145.08
1 Car Tilt	86.49

Table D - (Including 2% Trailer Hire)

Port Kembla -

Zone Rates per Car Carriage - Prime Mover

Zone 0	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base Rate	175.86	243.31	271.09	296.85	320.28	205.46
1	195.01	266.48	297.28	324.64	350.31	227.84
2	214.15	289.65	323.46	352.42	380.35	250.23
3	233.29	312.82	349.65	380.20	410.38	272.61
4	252.44	336.00	375.83	407.98	440.42	294.99
5	295.51	388.13	434.75	470.49	508.00	345.34

Rate per Car Delivered

Zone 0	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base Rate	175.86	81.10	67.77	59.37	53.38	205.46
1	195.01	88.83	74.32	64.93	58.39	227.84
2	214.15	96.55	80.87	70.48	63.39	250.23
3	233.29	104.27	87.41	76.04	68.40	272.61
4	252.44	112.00	93.96	81.60	73.40	294.99
5	295.51	129.38	108.69	94.10	84.67	345.34

Vehicle	Standing and Running Rate Per Hour \$	Standing Time Rate per Hour \$
1 Car	38.29	29.69
3 Car	46.34	36.81
4 Car	52.37	41.89
5 Car	55.56	43.87
6 Car	60.07	47.94
1 Car Tilt	44.76	34.28

Intrastate Work

Vehicle	Standing & Running Rates - Cents per kilometre
1 Car	73.78
3 Car	105.67
4 Car	117.00
5 Car	129.80
6 Car	139.54
1 Car Tilt	86.54

Table E

Port Kembla

Zone Rates per Car Carriage - Prime Mover & Trailer

Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base Rate	175.86	256.29	286.86	315.58	337.49	215.34
1	195.78	282.27	316.48	347.56	372.36	239.60
2	215.71	308.25	346.10	379.53	407.23	279.30
3	235.63	334.23	375.72	411.51	442.10	288.11
4	255.55	360.21	405.34	443.49	476.97	312.37
5	300.38	418.67	471.99	515.44	555.43	366.95

Rate per Car Delivered

Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base Rate	175.86	85.43	71.72	63.12	56.25	215.34
1	195.78	94.09	79.12	69.51	62.06	239.60
2	215.71	102.75	86.52	75.91	67.87	279.30
3	235.63	111.41	93.93	82.30	73.68	288.11
4	255.55	120.07	101.34	88.70	79.50	312.37
5	300.38	139.56	118.00	103.09	92.57	366.95

Vehicle	Standing and Running Rate Per Hour \$	Standing Time Rate per Hour \$
1 Car	39.85	31.17
3 Car	51.96	37.26
4 Car	59.24	42.88
5 Car	63.96	45.61
6 Car	69.74	53.01
1 Car Tilt	48.51	37.56

Intrastate Work

Vehicle	Standing & Running Rate - Cents per kilometre
1 Car	72.53
3 Car	112.59
4 Car	125.02
5 Car	138.85
6 Car	144.93
1 Car Tilt	89.32

Table F (Including 2% Trailer Hire)

Port Kembla

Zone Rates per Car Carriage - Prime Mover & Tyres

Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base Rate	178.95	248.59	281.58	305.77	330.08	205.32
1	198.33	272.05	308.35	334.02	360.61	227.70
2	217.71	295.52	335.12	362.26	391.14	261.81
3	237.09	318.99	361.89	390.51	421.66	272.45
4	256.47	342.45	388.66	418.75	452.19	294.83
5	300.07	395.25	448.90	482.30	520.88	345.17

Rate per Car Delivered

Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base Rate	178.95	82.86	70.39	61.15	55.01	205.32
1	198.33	90.68	77.09	66.80	60.10	227.70
2	217.71	98.51	83.78	72.45	65.19	261.81
3	237.09	106.33	90.47	78.10	70.28	272.45
4	256.47	114.15	97.17	83.75	75.37	294.83
5	300.07	131.75	112.22	96.46	86.81	345.17

Vehicle	Standing and Running Rate Per Hour \$	Standing Time Rate per Hour \$
1 Car	38.76	29.65
3 Car	46.93	36.80
4 Car	53.54	41.88
5 Car	56.49	43.85
6 Car	61.06	47.89
1 Car Tilt	44.75	34.25

Intrastate Work

Vehicle	Cents per kilometre
1 Car	75.55
3 Car	108.65
4 Car	122.90
5 Car	134.83
6 Car	145.08
1 Car Tilt	86.49

Table G

EX SYDNEY All distances in Kilometres

Town	One Way	Return	Town	One Way	Return
Albion Park	104	208	Kiama	118	236
Albury	571	1142	Kurri Kurri	159	318
Ardlethan	498	996	Kyogle	827	1654
Armidale	545	1090	Lake Cargellico	592	1184
Baradine	499	998	Lawson	92	184
Barraba	522	1044	Leeton	563	1126
Batemans Bay	278	556	Lismore	788	1576
Bathurst	205	410	Lithgow	145	290
Bega	428	856	Macksville	492	984
Bellingen	542	1084	Maitland	183	366
Belmont	139	278	Mayfield	161	322
Blaney	243	486	Merriwa	352	704
Boggabri	493	986	Milton	219	438
Bombala	500	1000	Mittagong	116	232
Bourke	778	1556	Molong	295	590
Bowral	125	250	Moree	645	1290
Brewarrina	784	1568	Moruya	305	610
Broadmeadow	159	318	Moss Vale	138	276
Broken Hill	1153	2306	Mudgee	259	1290
Bulahdelah	255	510	Murwillumbah	846	1692
Burrill Lake	230	460	Muswellbrook	277	554
Canberra	291	582	Nambucca Heads	505	1010
Canowindra	311	622	Narrabri	450	900
Cardiff	159	318	Narrandera	570	1140
Casino	795	1590	Newcastle	159	318
Cessnock	167	334	Nowra	158	316
Charlestown	149	298	Nyngan	575	1150
Cobar	702	1404	Orange	260	520
Coffs Harbour	557	1114	Parkes	360	720
Collarenebri	763	1526	Peak Hill	409	818
Condobolin	464	928	Picton	96	192
Coolah	380	760	Port Kembla	89	178
Cooma	412	824	Port Macquarie	400	800
Coonabarrabran	455	910	Queanbeyan	295	590
Coonamble	571	1142	Quirindi	379	758
Cootamundra	387	774	Raymond Terrace	177	354
Cowra	314	628	Rylstone	228	456
Crookwell	246	492	Scone	304	608
Dapto	98	196	Singleton	230	460
Deniliquin	769	1538	Springwood	76	152
Dorrigo	572	1144	Tamworth	435	870
Dubbo	410	820	Taree	322	644
Dungog	228	456	Temora	432	864
Eden	487	974	Tenterfield	736	1472
Ettamogah	565	1130	Toronto	147	294
Eugowra	345	690	Tottenham	570	1140
Forbes	382	764	Trangie	483	966
Forster	329	658	Trundle	420	840
Gilgandra	475	950	Tullamore	452	904
Glenn Innes	644	1288	Tumbarumba	476	952
Gloucester	273	546	Tumut	416	832

Gosford	78	156	Tweed Heads	878	1756
Goulburn	199	398	Ulladulla	225	450
Grafton	639	1278	Uralla	524	1048
Grenfell	369	738	Wagga	468	936
Gresford	229	458	Walcha	527	1054
Griffith	583	1166	Walgett	686	1372
Gulgong	289	578	Warialda	627	1254
Gundagai	384	768	Warilla	100	200
Gunnedah	454	908	Warren	536	1072
Gunning	243	486	Wauchope	396	792
Guyra	584	1168	Wellington	360	720
Harden	348	696	West Wyalong	473	946
Hay	731	1462	Williamstown	183	366
Hexam	167	334	Wingham	335	670
Hillston	681	1362	Wollongong	81	162
Inverell	697	1394	Woonona	75	150
Junee	442	884	Wyong	93	186
Kandos	221	442	Yass	280	560
Katoomba	105	210	Young	383	766
Kempsey	439	878			

TABLE H

All distances in Kilometres

From	Via	To	Total
Sydney	Albury/Corowa	Sydney	1256
Sydney	Albury/Wagga	Sydney	1166
Sydney	Armidale/Walcha	Sydney	1136
Sydney	Bathurst/Cowra/ Grenfell/ West Wyalong/ Ardlathan/Leeton	Sydney	1171
Sydney	Bega/Bombala	Sydney	1034
Sydney	Bega/Cooma	Sydney	950
Sydney	Bega/Cooma/Eden	Sydney	1068
Sydney	Bellingen/Coffs Harbour	Sydney	1138
Sydney	Canberra/Queanbeyan	Sydney	603
Sydney	Canberra/Yass	Sydney	628
Sydney	Cardiff/Mayfield	Sydney	324
Sydney	Cessnock/Kurri	Sydney	341
Sydney	Cessnock/Maitland	Sydney	380
Sydney	Collarenebri/Moree	Sydney	1552
Sydney	Cooma/Bombala/Bega/Eden	Sydney	1152
Sydney	Cowra/Canowindra	Sydney	660
Sydney	Cowra/Eugowra	Sydney	723
Sydney	Cowra/West Wyalong/Rankin Springs/Griffith	Sydney	1262
Sydney	Cowra/West Wyalong/Ardlethan/Dorrigo/Coffs Harbour	Sydney	1041
Sydney		Sydney	1198
Sydney	Gilgandra/Coonabarabran	Sydney	1024
Sydney	Glenn Innes/Moree	Sydney	1422
Sydney	Glenn Innes/Moree/Inverell	Sydney	1497
Sydney	Gloucester/Dungog	Sydney	561
Sydney	Gloucester/Taree	Sydney	668
Sydney	Gloucester/Taree/Wingham	Sydney	674
Sydney	Gresford/Singleton	Sydney	500
Sydney	Kempsey/Wauchope	Sydney	894
Sydney	Maitland/Kurri	Sydney	357
Sydney	Mudgee/Bathurst/Lithgow	Sydney	681

Sydney	Mudgee/Kandos	Sydney	544
Sydney	Newcastle/Williamstown	Sydney	366
Sydney	Orange/Blayney	Sydney	538
Sydney	Port Macquarie/Kempsey	Sydney	886
Sydney	Port Macquarie/Kempsey/Wauchope	Sydney	902
Sydney	Port Macquarie/Wauchope	Sydney	816
Sydney	Tamworth/Armidale/GlennInnes/Inverell/Bingara/Manilla	Sydney	1408
Sydney	Tamworth/Gunnedah	Sydney	965
Sydney	Tamworth/Moree (via Narrabri)	Sydney	1348
Sydney	Tamworth/Moree (via Warialda)	Sydney	1352
Sydney	Tamworth/Quirindi	Sydney	880
Sydney	Toronto/Newcastle	Sydney	334
Sydney	Tumut/Wagga	Sydney	1013
Sydney	Warillda/Albion Park	Sydney	214

SCHEDULE 2

Procedure and Time for Adjustment of Rates and Amounts

1. The rates prescribed in Schedule of Part III may be adjusted each year upon application to the Industrial Relations Commission.
2. Applications for adjustment shall be made by reference to the calculated weighted movements in the following benchmarks for each cost component, calculated as at the end of the September Quarter each year.

Component	Benchmark	Current Weighting
Wages	Transport Industry (State) Award, Grade Three Transport Worker	39.43
Capital	ABS Consumer Price Index (CPI), Transportation, Group Motor Vehicles	17.98
Insurances	ABS CPI Financial and insurance services, Insurance Services	9.85
Registration	ABS CPI, Transportation Group, Other Motoring Charges	4.22
Repairs & Maintenance	ABS CPI, Transportation Group, Motor Vehicle Repair and Servicing	6.21
Tyres	ABS CPI, Transportation Group, Motor Vehicle Parts and Accessories	1.17
Fuel	ABS CPI, Transportation Group, Automotive Fuel	18.82
Administration	ABS CPI, All Groups, Sydney	2.31
Total		100

3. Each Cost Component shall be re-weighted after each adjustment.
4. The Union, the Industry Principal Contractors, and their nominated representative shall confer with a view to reaching agreement on any application for adjustment.
5. If the benchmark for the combined cost components of insurances, tyres, repairs and maintenance and fuel increases between adjustments to the extent that it causes an increase to the total rates greater than 2 percent, then an interim adjustment may be applied for.

6. Any variation to rates payable within this determination shall take effect not earlier than the first full pay period to commence three (3) months after the date on which such variation is approved by the NSW Industrial Relations Commission. The first such application and increase to which this three month delay shall apply, shall be granted an additional 1% rate increase (in addition to the amount as increased by such application). The additional 1% increase is a "one-off" increase and shall not be repeated for any other future increase. This shall not apply to any interim adjustment.

A. MACDONALD, Commissioner

Printed by the authority of the Industrial Registrar.

**TRANSPORT INDUSTRY - MIXED ENTERPRISES (STATE)
SUPERANNUATION AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1666 of 2007)

Before Commissioner Murphy

4 December 2007

REVIEWED AWARD

1. Delete subclause 4.3 of clause 4, Area, Incidence and Duration of the award published 2 November 2001 (329 I.G. 243), and insert in lieu thereof the following:
- 4.3 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 I.G. 359) take effect on and from 4 December 2007.

The award was published 2 November 2001 (329 I.G. 243), took effect on and from 10 August 2001. This award remains in force until varied or rescinded, the period for which it was made already having expired.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

TRANSPORT INDUSTRY - PETROLEUM, &c., DISTRIBUTION (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1668 of 2007)

Before Commissioner Murphy

9 April 2008

REVIEWED AWARD

1. Award Title

This award may be referred to as the Transport Industry - Petroleum &c., Distribution (State) Award

2. Arrangement

SECTION I APPLICATION AND OPERATION OF AWARD

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2. Arrangement
3. Definitions
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5. Area Incidence And Duration
- 5A. Wage Adjustments
6. Counterpart Status of Award
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PART B

MONETARY RATES

Wages, Allowances and Additional Payments

3. Definitions

Unless a contrary intention appears, expressions used in this award shall have the meanings as follows:

- 3.1 "Aerodrome attendant" means an employee employed principally in driving and/or operating any aviation refuelling or servicing unit or equipment or hydrant dispensing system at an aerodrome to deliver aviation fuels, lubricants and/or other aviation products to aircraft and in receiving, storing and distributing such fuels, lubricants and other products at an aerodrome depot, including the performance as required of all tasks ancillary to such receipt, storage, distribution and deliver. Provided that this definition shall not be construed to exclude allotment by the employer of other duties connected with the safe and efficient operation of vehicles, units, plant and equipment, and the general tidiness of facilities at an airport depot, and the safety of personnel, or the bridging of stocks from terminals or depots to airports by an aerodrome attendant.

This definition does not include coxswains or motorboat drivers operating refuelling units at a flying-boat base.

- 3.2 "Senior aerodrome attendant" is one appointed as such by an employer, but not less than one per shift.
- 3.3 "Articulated" means a vehicle with three or more axles comprising a power unit (called tractor-truck or prime mover) and semi-trailer which is superimposed on the power unit revolving on a turntable and is an articulated vehicle whether automatically detachable or permanently coupled.
- 3.4 "Bituminous-products- spray person" shall mean an employee working under the direction of the driver of a bitumen spraying vehicle; and, without limiting the scope of the duties of the employee, the said duties shall include operations of the spraying equipment at the rear end of the vehicle, operation of the lance-type hand-spray, moving the vehicle during hand-spraying operations, and assisting the driver in the driving of the vehicle.
- 3.5 "Dual steer vehicle" means either a rigid vehicle, which has more than one steering axle, or an articulated vehicle with more than one steering axle on the prime mover.
- 3.6 "Lazy axle" rigid delivery vehicle means a vehicle of similar construction to a "tandem-drive" rigid delivery vehicle with the difference that only one of the rear axles has a differential through which the driving power is transmitted and excludes an articulated vehicle.
- 3.7 "Motor wagon driver" means any employee engaged to drive or control any type of delivery vehicle specified in this award irrespective of any other duties performed by an employee. This definition shall not exclude other duties ordinarily performed by a driver including the loading and unloading of bulk vehicles.
- 3.8 "Tandem-drive" rigid delivery vehicle means a long-wheel-base single-unit vehicle (in which the engine, driving compartment and load-carrying compartment, tank or tray are all mounted on the one chassis) having two rear axles each with its own differential through which the driving power is transmitted to the rear wheels and excludes an articulated vehicle.
- 3.9 "Union" means the Transport Workers' Union of Australia, New South Wales Branch.
- 3.10 "Ordinary-time rate" shall mean for an employee (other than a casual employee) 1/35th of the wage rate prescribed in clause 8 of this award for the classification in which the employee is employed.
- 3.11 "Time and a half" shall mean one and a halftime the ordinary-time rate.
- 3.12 "Double-time" shall mean twice the ordinary-time rate.
- 3.13 "Double time and a half" shall mean two and a half time the ordinary time rate.
- 3.14 "Triple time" shall mean three times the ordinary-time rate.
- 3.15 APADA - shall mean "Australian Petroleum Agents and Distributors Association".
- 3.16 The phrase "rate per week for adult service with the same employer in the same classification" appearing in Part B of this Award shall mean and include service with an employer which, for the purposes of this Award, shall include service with any successor to, or any assignee of that Employer's business.
- 3.17 Rural Distribution Operations
- A Rural Distribution Operation is:
- 3.17.1 an establishment located further than a radius of 75 kilometres from a capital city and/or oil company terminal/refinery;
- 3.17.2 an establishment located within a radius of 75 kilometres from a capital city and/or oil company terminal refinery, and in respect of which application that the establishment be deemed to be a Rural Distribution Operation has been made to the Secretary-Treasurer of the Transport Workers'

Union of Australia, New South Wales Branch, and in respect of which the Union has so agreed. (The Union shall not reasonably withhold its consent and any dispute shall be dealt with in accordance with the dispute settling procedure provided by this award).

- 3.18 Workers Compensation Legislation means the *Workers Compensation Act 1987* and the *Workplace Injury Management Act 1998* and related Acts and instruments.

4. Anti-Discrimination

- 4.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- 4.2 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.
- 4.3 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.
- 4.4 Nothing in this clause is to be taken to affect:
- 4.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 4.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 4.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; or
- 4.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 4.5 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.

5. Area, Incidence and Duration

- 5.1 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Transport Industry - Petroleum, &c., Distribution (State) Award published 24 August 2001 (327 I.G. 62), 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 Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 9 April 2008.

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

- 5.2 This award shall apply to the following employees covered by the classifications specified herein within the jurisdiction of the Transport Industry (State) Conciliation Committee:
- 5.2.1 Employees engaged solely or predominantly in the cartage and/or distribution, in tankers, of petrol or bulk petroleum products from refineries, terminals or depots of oil companies, which are respondents to the Federal Transport Workers' (Oil Companies) Award 1992, as varied, from time to time.

- 5.2.2 Employees engaged solely or predominantly in the cartage and/or road vehicles or packaged petroleum products from refineries, terminals or depots of the aforementioned oil companies.
- 5.2.3 Employees (including aerodrome attendants) who are engaged in or in connection with the transport and/or distribution of petrol and petroleum products for agents of the aforementioned oil companies or for contractors or sub-contractors to such agents.

5a. Wage Adjustments

- (i) The rates of pay in this award include the adjustments payable under the 2002 (8 August 2002), 2003 (15 August 2003), 2004 (15 August 2004) and 2005 (5 August 2005) National Wage Case Decisions of the Australian Industrial Relations Commission and the 2006 State Wage Case Decision (26 June 2006) of the Industrial Relations Commission of NSW. These adjustments may be offset against:
- (a) any equivalent over award payments, and/or
- (b) award wage increases since 5 July 2001 other than safety net, State Wage Case, and minimum rates adjustments.

6. Counterpart Status of Award

This award is recognised as a counterpart award to the Transport Workers (Oil Distribution) Award 2001, an award of the Australian Industrial Relations Commission.

7. Existing Customs

Existing customs and conditions not inconsistent with this award shall continue.

Section II Wages, Allowances and Hours of Employment

8. Wage Rates, Allowances and Additional Information

Wage rates, allowances and additional payments shall be paid to employees employed in the various classifications as set out in Part B unless otherwise specified elsewhere in this Award.

9. Starting and Finishing Times

- 9.1 Where proper facilities are provided for an employee to sign on when beginning work and to sign off when leaving work, the work of such employee shall be deemed to commence when the employee signs on at the yard or depot and to finish when the employee signs off, unless some other mutually satisfactory arrangement is made between the employer and the on site delegate.
- 9.2 Where proper facilities for signing on and off are not provided, work shall be deemed to commence when the employee enters the yard or depot and to finish when the employee leaves the yard or depot.
- 9.3 Each employer shall fix starting and finishing times for its employees.

10. Hours of Work-Day Workers

- 10.1 The spread of ordinary hours of day workers shall be 70 per two week period to be worked between 6.30 a.m. and 5.30 p.m. Monday to Friday (with a lunch break of not less than 30 minutes and not more than 1 hour). By mutual agreement between the employer and the employees concerned, the spread of hours may be altered for all, or a section of, employees. Time worked within the mutually agreed spread of hours will not attract penalty payments. Provided, however, such agreement does not erode award conditions, is entered into without duress, is signed by both parties and is attached to the relevant employees' time and wages record.
- 10.1.1 By agreement between an employer and the Union the ordinary working hours for employees engaged in Rural Distribution Operations may be rostered over any three consecutive days,

Monday to Saturday inclusive, provided that there shall be no requirement to exceed the maximum allowable driving hours. All work performed in excess of 35 hours in any such three consecutive days shall be paid at time and a half for the first two hours and double time thereafter.

10.1.2 These flexible arrangements are designed to enable optimum use of vehicles and the provisions of efficient customer service. The Union shall not unreasonably withhold its consent and such agreements shall be processed in accordance with clause 47, Enterprise Flexibility Discussions.

- 10.2 The hours of starting and finishing work shall be fixed by the employer, but having been fixed shall not be altered without the provision of 24 hours' notice.

Rostered Days Off

Rostered days off may be accumulated to a maximum of 10 days over a 26-week period. Rosters shall be fixed in advance by mutual agreement and shall not be varied unless special circumstances arise.

All such accumulated days off shall be given and taken during or at the expiration of the 26-week period.

Detailed records of accumulated days must be kept by the employer and such details made available to the employee or branch secretary or nominee of the branch secretary on demand.

In fixing such rosters, rostered days off may be taken in advance before the employee has accrued the additional time to cover days off.

Provided that in the event that the employee ceases employment with the employer before accruing credits to cover the time taken in advance any time outstanding shall be deducted from moneys owed to the employee on termination of employment.

- 10.3 All work performed outside of the spread of hours contained in 10.1 shall be paid at overtime rates but shall otherwise be deemed for the purpose of this clause to be part of the ordinary hours of work where the ordinary hours worked within the prescribed spread of hours in any week are less than 35.

11. Alteration of Starting Times-Day Workers

- 11.1 Where an employer desires to vary or change the starting time for day work of an employee or employees, the employer shall give one week's notice of such variation or change to the employee or employees concerned or in the case of a group of employees post a notice of the intended change at the yard or depot.
- 11.2 Provided an employee is given at least 10 hours off duty immediately before commencing or after ceasing shift work, a day worker may be transferred to or from shift work on 48 hours notice. In default of such notice the employee shall be paid overtime rates for all work done outside of the previous ordinary working hours within 48 hours of the time the employee is notified of the change.
- 11.3 Where it is necessary to transfer a day worker to replace a shift worker who fails to report for duty or who for any reason is unable to continue duties, this clause shall not apply, but the position shall be deemed to be covered by subclause 16.11 of this award.

12. Meal Break-Day Workers

- 12.1 One hour Monday to Friday inclusive shall be allowed for a meal break between the fourth and sixth hour from the commencement of work provided that by agreement in writing between an employer and the appropriate branch secretary of the union the meal break may be shortened. Provided further that by agreement between an employer and the Secretary-Treasurer of the union, the meal break may be taken earlier where circumstances of the job so require. An employee shall not be required to work for more than five hours without a break for a meal.

- 12.2 If on instructions from the employer an employee is unable to have a full meal break between the fourth and sixth hour or the agreed time, the employee shall be paid double time until the full meal break is allowed.
- 12.3 A delivery driver who, in any one day is required to travel, and return from, a destination located in excess of 160 kilometres from the driver's place of employment shall be allowed a paid meal break of 30 minutes.

13. Overtime-Day Workers

- 13.1 All time of duty in excess of and/or outside of the hours prescribed in clause 10 of this award shall be paid at the rate of time and a half for the first two hours on any one day and double time thereafter, such double time to continue until the completion of the overtime work.
- 13.2 All overtime shall be based on the ordinary time rate of pay, as defined in Clause 3.10.
- 13.3 Each day's overtime shall stand-alone and be paid for in addition to the ordinary weekly or casual wage, as the case may be.
- 13.4 As far as practicable, overtime shall be eliminated, but where necessary an employer may require an employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with these requirements.

Provided that such overtime is worked within the limitations of health and safety legislation pertaining to driving times.

13.5

13.5.1 Subject to 13.5.2 and 13.5.3, when overtime is worked it shall be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

13.5.2 An employee, other than a casual employee, who works so much overtime between the termination of the employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not had the rest period prescribed in 13.5.1 shall, subject to this subclause, be released after completion of such overtime until such rest period has been taken, without loss of pay for ordinary working time occurring during such absence. Provided that should an employee's rest period as aforesaid end within two hours of the employee's normal ceasing time the employee shall not be required to report for work on that day. If, on the instructions of the employer, such an employee resumes or continues to work without having had such rest period the employee shall be paid at double time until released from duty for such rest period and shall then be entitled to be absent until the rest period has been taken, without loss of pay for ordinary working time occurring during such absence.

13.5.3 Overtime worked in the circumstances specified in 13.6 shall not be regarded as overtime for the purposes of this clause where the actual time worked is less than 3 hours on such recall or on each of such recalls. Provided that, time worked on a recall or recalls in the circumstances specified in 13.6 of less than 3 hours duration shall be regarded as overtime for the purposes of this subclause only if the employee had responded to a recall after being contacted at home, response had involved the employee in an additional journey to and from the workplace and in the case of exceptional circumstances arising during the call-back period the employee, if required, had worked further even though the employee had performed the job for which the employee was recalled.

13.6 Call back - Monday to Friday inclusive

An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of 4 hours' work at the appropriate overtime rate for each time the employee is so recalled; provided that except in the case of unforeseen circumstances arising, the employee shall not be required to work the full 4 hours if the job

the employee was recalled to perform is completed within a shorter period. This subclause shall not apply in cases where it is customary for an employee to return to the employer's premises to perform a specified job outside the employee's ordinary working hours where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

13.7 Travelling time - Call ins

An employee who is contacted on any day of the week at home and responds to a call in to work involving the employee in an additional trip to and from the work place shall be paid one hour at his or her ordinary-time rate of pay for travelling time irrespective of the distance travelled.

This clause shall not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside the employee's ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time, or in the case of planned overtime (on weekends, public holidays, etc.) where notice of such overtime is given before the employee leaves the work place.

13.8 Cancellation of overtime

13.8.1 If notice cancelling a previous instruction to work overtime is given to an employee before the employee leaves the workplace, a penalty payment shall not be payable.

13.8.2 If notice cancelling the instruction is sent or telephoned to the employee's registered address before the employee would normally have left to commence work, the employee shall be paid a minimum of:

13.8.2.1 two hours at the employee's ordinary-time rate in the case of a week-day overtime cancellation, and

13.8.2.2 four hours at the employee's ordinary-time rate in the case of a weekend work or holiday work cancellation.

Provided that an additional penalty shall not be payable if the employee is not at the employee's registered address when notice of cancellation is delivered or telephoned and the employee subsequently reports for work.

13.8.3 If notice of cancellation provided in 13.8.2 is not delivered or telephoned to the employee's registered address at least one hour before the employee would normally leave to commence work and the employee would normally be expected to partake of a meal at the work place during the period of overtime now cancelled, the employee shall be entitled to a meal allowance of \$5.90.

13.8.4 For the purpose of this clause "registered address" shall mean the address recorded by the employer.

13.9 Time Off in Lieu of Overtime

13.9.1 Time off in lieu of payment for overtime may occur with the written agreement of the employer and employee concerned. Such time-off may accumulate to a maximum of 70 hours within a twelve-month period. The time off in lieu shall be taken at a mutually convenient time having regard to the operational needs of the workplace.

13.9.2 All accumulated hours shall be given and taken within, or at the expiration of the twelve months in which they accrued, provided that any time which may not have been taken upon termination of employment shall be paid to the employee at that time.

13.9.3 Detailed records of accumulated hours shall be kept by the employer and provided to the employee or his or her representative upon request.

13.9.4 Time off in lieu of overtime shall equate to the overtime payment the employee would have received. That is to say, 1.5 hours time off shall accumulate for each hour of overtime worked when the overtime rate is time and one half, and 2 hours time off shall accumulate when the overtime rate is double time.

14. Saturday Work-Day Workers

For all work done on a Saturday the rates of pay shall be time and a half for the first two hours and double time thereafter.

An employee required to report for work on Saturday shall be paid for at least 4 hours at the appropriate rate for each attendance.

15. Sunday Work-Day Workers

For all work done on a Sunday the rates of pay shall be double time, such double time to continue until the employee is relieved from duty. An employee required to report for work on a Sunday shall be paid for at least 4 hours at double time for each attendance.

An employee, other than a casual employee, who works on a Sunday and (except for meal breaks) immediately thereafter continues such work shall on being relieved from duty be entitled to be absent until the employee has had the period of rest as provided under subclause 13.5 of this award without reduction of pay for ordinary time of duty occurring during such absence.

16. Shift Work

16.1

16.1.1 "Shift work" means work extending for at least two weeks and performed either in daily recurrent periods wholly or partly between the hours of 5.30 p.m. and 7.00 a.m., or in regular rotating periods.

For purpose of this definition the present system of shifts operating at Bankstown Aerodrome, where day work is carried out seven days a week on a roster, shall be regarded as shift work. This paragraph shall apply only to employees at Bankstown Aerodrome.

16.1.2 "Afternoon shift" means any shift finishing after 6.00 p.m., and at or before midnight.

16.1.3 "Night shift" means any shift finishing subsequent to midnight, and at or before 8.00 a.m.

16.1.4 "Permanently working". An employee shall be deemed to be and to have been "permanently working" an afternoon shift or night shift or combination of afternoon and night shifts if:

16.1.4.1 the employee works on an afternoon or night shift or combination of such shifts without rotating or alternating with another shift or with day work, so as to give the employee at least one-third the employee's working time off that afternoon or night shift or combination of such shifts in each shift cycle; or

16.1.4.2 the employee remains on an afternoon or night shift only, or a combination of afternoon and night shifts, for a longer period than 4 consecutive weeks; or

16.1.4.3 the employee is specifically engaged to work on an afternoon or night shift only, or on a combination of afternoon and night shifts only.

16.1.5 "Continuous work" means work carried on with consecutive shifts of persons throughout the 24 hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer. "Non-continuous shift work" means shift work other than continuous shift work as defined.

16.1.6 "Aircraft refuelling shifts" means work arranged on a system of rostered shifts for the purpose of refuelling and/or servicing aircraft whether or not shifts are worked successively through the 24 hours of each day or overlap or are worked on all the days of the week.

16.2 Hours 5-Day non-continuous shift work

The provisions of clause 10 of this award shall apply to employees on 5-day non-continuous shift work.

16.3 5-Day continuous shift work

16.3.1 Shift work shall be arranged to provide for an average of 35 ordinary hours of work per week over the span of the shift cycle.

16.3.2 In the arrangement of rosters for 5-day continuous shift workers the following provisions shall apply:

16.3.2.1 Shifts will be of 8 hours duration.

16.3.2.2 Days off may be rostered off progressively over shift cycles or accumulated to a maximum of 10 days over a 26-week period. Such days off will be calculated on the basis of time actually worked.

16.3.3 Notwithstanding anything contained in 16.3.1 and 16.3.2, shift workers will be paid for actual time worked calculated in accordance with their shift rosters.

16.3.4 Except at the regular changeover of shifts, an employee shall not be required to work more than one shift in each 24 hours.

16.3.5 Twenty minutes shall be allowed to shift workers each shift for crib, which shall be counted as time worked.

16.4 7-Day non-continuous shift work

16.4.1 Shift work shall be arranged to provide for an average of 35 ordinary hours of work per week over the span of the shift cycle provided that the ordinary hours of any one shift shall not be more than 8. Provided further that by agreement between the employer and the union, the different limitations of ordinary hours may be made to meet domestic shift rosters.

16.4.2 Days off may be rostered off progressively over shift cycles or accumulated to a maximum of 10 days over a 26 week period. Such days off will be calculated on the basis of time actually worked.

16.4.3 Notwithstanding anything contained in 16.4.1 and 16.4.2, shift workers will be paid for actual time worked calculated in accordance with their shift rosters.

16.5 7-Day continuous shift work

16.5.1 Shift work shall be arranged to provide for an average of 35 ordinary hours of work per week over the span of the shift cycle.

16.5.2

16.5.2.1 Shifts will be of 8 hours duration.

16.5.2.2 Days off may be accumulated to a maximum of 10 days over a 26 week period. Such days off will be calculated on the basis of time actually worked.

16.6 Hours - Other than continuous work

This subclause shall apply to shift workers not on continuous work as hereinbefore defined. The ordinary hours of such shift work shall be arranged to provide for an average of 35 ordinary hours per week.

Ordinary hours shall be worked continuously, except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than 5 hours without a break for a meal.

Except at regular changeover of shifts, an employee shall not be required to work more than one shift in each 24 hours.

16.7 Aircraft refuelling shifts

16.7.1 Shift work shall be arranged to provide for an average of 35 ordinary hours of work per week over the span of the shift cycle.

16.7.2 Employees may be rostered by the employer to work at such times as may be required provided that the ordinary hours of employment shall not, without payment for overtime, exceed:

16.7.2.1 8 hours in any one shift, or

16.7.2.2 70 hours in any two consecutive weeks.

16.7.3 There shall be a minimum interval between shifts of at least 10 hours off duty.

16.7.4 While on afternoon or night shifts, Monday to Sunday inclusive, employees shall be paid 15% above the ordinary-time rate. For the ordinary shift hours, Monday to Friday inclusive, employees shall be paid 10% above the ordinary-time rate.

16.7.5 30 minutes shall be allowed to shift workers in each shift for crib, which shall be counted as time worked.

16.7.6 For each pay week in which his/her roster requires that s/he commences his/her ordinary hours of work on more than two different starting times, an aerodrome attendant on shift work shall be paid \$1.25 for each such starting time in excess of two at which s/he is required to commence duty in that pay week.

16.7.7 Employees required to hold themselves in readiness for call back shall, until released, be paid standing-by time at ordinary rates from the time they are so to hold themselves in readiness.

16.8 Shift allowances

For the ordinary hours of shift, shift workers shall be paid the following extra percentages of the rate prescribed for their respective classifications.

Shift percentages

16.8.1 Afternoon or night shift Monday to Sunday inclusive

(other than shift referred to hereunder).....15

16.8.2 Permanently working afternoon shift20

16.8.3 Permanently working night shift30

Permanently working alternate night and

16.8.4.1 when on afternoon shift.....20

- 16.8.4.2 when on night shift30
- 16.8.5 Any other shift10
- 16.9 Saturday work
- For the ordinary shift hours worked between midnight on Friday and midnight on Saturday the rates of wages prescribed by clauses 8 and 16 of this award shall be increased by 50%, being cumulative upon all other shift premiums prescribed in 16.8.
- 16.10 Sunday work
- For ordinary shift hours worked between midnight on Saturday and midnight on Sunday, the rates of wages prescribed by clause 8 of the award shall be increased by 100%, being cumulative upon all others shift premiums prescribed in 16.8.
- 16.11 Rate when shift extends beyond midnight
- Notwithstanding anything herein contained, each shift shall be paid for at the rate applicable to the day on which the major portion of the shift is worked.
- 16.12 Crib time
- All shifts of more than four hours shall include a paid crib time of 30 minutes, to be taken at a time convenient to the work in hand. Provided that no employee shall be called upon to work a greater period than 5 hours without a crib time.
- 16.13 Work on a rostered day off
- Shift workers who are rostered to work regularly on Sundays and holidays as part of their ordinary hours, shall be paid at the rate of double time for all work performed on their rostered days off.
- A seven-day shift worker required to work on a rostered day off shall receive a minimum payment as for 4 hours of work. The provision of a minimum payment shall not apply where the work on such day is continuous with the commencement or completion of the employee's ordinary shift.
- 16.14 Rostered day off falling on a holiday
- An employee whose rostered day off falls on a holiday Monday to Friday inclusive to which a day worker is entitled as provided in clause 36 of this award and who is not required to work shall receive a day's pay at ordinary time rate in addition to the employee's weekly wage.
- 16.15 Lack of public transport
- In addition to the allowances prescribed in 16.3 an employee who works a rostered shift the ordinary hours of which extend beyond midnight and finish when reasonable means of public transport are not readily available, shall be paid an allowance of 45c for each such shift. This allowance shall be payable only in circumstances where public transport normally available during the day and evening hours is not available after midnight. The provisions of this subclause shall have no application in centres where public transport does not exist. Provided that this subclause shall not apply to aerodrome attendants.
- 16.16 Transfer to existing shift rosters
- 48 hours' notice of any change of shift shall be given to an employee in default of which overtime rates shall be paid for work done outside the ordinary shift hours within 48 hours of the time the employee is notified of the change.

16.17 Delivery shifts

The ordinary hours of shift workers engaged on deliveries shall be worked in 5 days Monday to Friday inclusive, provided that a shift commenced before midnight Friday and extending into Saturday shall be deemed to be worked within this period from Monday to Friday. No shifts for deliveries on Saturdays and Sundays shall be arranged without further discussion with the union. This subclause shall have no effect in regard to bridging operations or transfers of stock.

16.18 Variations of rosters

The method of working shifts and the time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment, or in the absence of agreement by 7 days' notice of alteration given by the employer to the employee.

16.19 Overtime

For all time worked in excess of or outside the ordinary working hours prescribed by this award shift workers shall be paid:

16.19.1 if employed on seven-day shift work, i.e., employees working rostered shifts necessitating regular rostered Sunday and holiday work as part of their ordinary hours, at the rate of double time; or

16.19.2 if employed on other shift work:

16.19.2.1 at the rate of double time on Sundays;

16.19.2.2 at the rate of time and a half for the first two hours and double time thereafter, on all other days except in each case when the time is worked:

16.19.2.2.1 by arrangement between the employees themselves; or

16.19.2.2.2 for the purpose of effecting the customary rotation of shifts.

Where a relief person is unable to attend for duty that person shall wherever practicable give at least eight hours' notice of his or her inability to attend. All overtime shall be paid on the weekly rate of wage that the employee is being paid. Provided that the weekly rate shall not be deemed to include any shift allowance prescribed in this award.

Provided however a seven-day shift workers shall not be paid for overtime worked at any time at a lesser rate than is payable to employees performing their normal shift at such time.

16.20 Cancellation of overtime - shift workers

16.20.1 If notice cancelling a previous instruction to work overtime is given to an employee before the employee leaves the work-place, a penalty payment shall not be payable.

16.20.2 If notice cancelling the instruction is sent or telephoned to the employee's registered address before the employee would normally have left to commence work, the employee shall be paid a minimum of:

16.20.2.1 two hours at the employee's ordinary-time rate in the case of overtime scheduled for a day on which the employee is rostered to work an ordinary shift and

16.20.2.2 four hours at the employee's ordinary-time rate in the case of overtime scheduled on a day on which the employee is not rostered to work an ordinary shift.

Provided that an additional penalty shall not be payable if the employee is not at the employee's registered address when notice of cancellation is delivered or telephoned and the employee subsequently reports for work.

16.20.3 If notice of cancellation provided in 16.20.2 is not delivered or telephoned to the employee's registered address at least one hour before the employee would normally leave to commence work and the employee would normally be expected to partake of a meal at the work-place during the period of overtime now cancelled, the employee shall be entitled to a meal allowance of \$5.90.

16.20.4 For the purpose of this clause "registered address" shall mean the address recorded by the employer.

16.21 Call-in for early start

A seven day shift worker who, not having been notified before leaving the employer's business premises is called in to start work at a time less than four hours before the commencing time of the employee's ordinary hours of work shall for the first four hours from the time of commencement of work be paid at the rate of double time; such double time shall be in lieu of the rate prescribed in this award for the portion of the employee's ordinary hours of work occurring during the said four hours. Thereafter the employee will revert to the employee's ordinary shift-rate.

16.22 Travelling time - call ins

A shift worker who is contacted on any day of the week at home and responds to a call-in to work involving the employee in an additional trip to and from the workplace shall be paid one hour at the employee's ordinary-time rate of pay for travelling time, irrespective of the distance travelled.

16.23 Christmas Day - shift workers

When 25 December falls on a Saturday or Sunday and a substituted day is proclaimed to be observed as the holiday, the following will apply:

Work on 25 December will attract the public holiday penalty and, where the employee also works on the substituted day, no penalty will apply. This only applies to work actually performed on 25 December and the substituted day will only be observed for purposes of payment on rostered days off.

16.24 Rest period before or after overtime

Subject to the provisions of this subclause, when overtime is necessary it shall be so arranged, wherever practicable, that a shift employee has a ten hour rest period between shifts worked on successive days.

The union, the employers and their employees will cooperate in establishing work arrangements which will provide, if practicable, for shift employees who work so much overtime between the termination of their ordinary shift on one day and the commencement of their ordinary shift on the next day that they have not had at least ten consecutive hours off duty between those times, be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Except for the occasion when a shift employee exchanges shifts with another shift employee, with the employer's approval, and without limiting the scope of the provisions of this subclause, overtime required to provide necessary shift coverage will be shared between the employees of the off-going shift and the on-coming shift.

17. Meal Money

17.1 Any employee required to work overtime for more than one and a half hours immediately after the employee's usual finishing time, otherwise than because of the employee's own default or delay, shall be paid a meal allowance of \$7.40.

- 17.2 Provided that, after each four hours overtime worked continuously and subsequent to the first one and a half hours an employee shall be entitled to a further meal allowance of \$7.40 in respect of that four hours. To be eligible for each payment of a meal allowance an employee must continue to work after the relevant meal break.
- 17.3 A meal allowance of \$7.40 shall be paid to an employee who is called in on any day earlier than 1½ hours before the time when (notwithstanding that in the case of a day worker such time is outside the spread of ordinary hours specified in clause 10 of this award or the case of a shift worker such time is earlier than the commencement of ordinary shift hours) the employee would have commenced work on that day had the employee not been so called in, and who thereby misses a meal which otherwise the employee would have partaken at home. Provided that this payment shall not apply in respect of changes to regular starting times for which at least seven days notice has been given.
- 17.4 Any employee who is called upon to work on a holiday shall be paid either:
- 17.4.1 Where work continues for more than 9½ hours a meal allowance of \$7.40 and after the next four hours of continuous work in excess of eight hours on any such day a further meal allowance of \$7.40 and after each additional four hours continuous work thereafter a subsequent meal allowance of \$7.40 and after each additional four hours continuous work thereafter a subsequent meal allowance of \$7.40 provided the employee continues working after each such qualifying period, or
- 17.4.2 where the work is extended unexpectedly beyond the time when the employee would ordinarily be expected to partake a meal on any such day, a meal allowance of \$7.40 for the first such meal, \$7.40 for the next meal and \$7.40 for any subsequent meal.
- 17.5 A day worker, or a shift worker on other than seven day shifts, required to work on a Saturday or Sunday (not being a day on which the employee is ordinarily required to work) shall, after the first four hours of overtime work (provided the employee is required to work beyond the said four-hourly period) be paid \$7.40.
- This payment need not be made to an employee living in the same locality as the employee's work place who can reasonably return home for a meal.
- 17.6 Notwithstanding the provisions of 17.3 and 17.4, a delivery driver required by the employer to commence work at or before 5.30 a.m. on a Saturday, Sunday or a public holiday as prescribed in clause 17 hereof, shall be paid a meal allowance of \$7.40.
- 17.7 Allowances under this clause shall not apply:
- 17.7.1 When the employer provides a suitable meal as an alternative to payment of the relevant allowance; and
- 17.7.2 when an employee receives expenses covering such meals under clause 18 of this award.

18. Travelling Allowance

- 18.1 Where an employer transfers an employee from his or her usual place of employment to another place of employment the employer shall pay all fares and expenses reasonably incurred in going to and from such place.
- 18.2 Where an employee is required by the employer to travel as a passenger by any conveyance, the employee shall whilst so travelling be paid at ordinary rate to a maximum of 12 hours out of every 24 of such travelling except on Sundays or holidays when payment shall be at the rate of time and a half, provided that when a sleeping berth is provided by the employer for all-night travel the maximum travelling time to be paid shall be 8 hours out of every 24.
- 18.3 Employees whose work necessitates their absence from home overnight shall be paid all expenses reasonably incurred by such absence, with a minimum payment of \$32.00 per night or alternatively they

shall be provided with reasonable meals and accommodation; provided that where an employee travels by boat or other conveyance in which the employee's ticket includes meals and bed the employee shall not be entitled to the said allowance.

- 18.4 Where an employee is transferred temporarily to work at a place which requires the employee to travel daily a greater distance from home than the distance to the employee's usual place of employment, the employee shall be paid any additional fares and additional travelling time so incurred for a period not exceeding three months.

19. Transport of Employees

- 19.1 When an employee, after having worked overtime or a shift for which the employee has not been regularly rostered, finishes work at a time when the employee's normal means of transport or reasonable means of public transport are not readily available the employer shall provide the employee with a conveyance to such public transport as is available, or to the employee's home, or pay the employee at the ordinary time-rate of the employee's current wage for the time reasonably occupied in reaching home. Provided that this clause shall not apply to those employees receiving the allowance prescribed in subclause 16.15 of this award.
- 19.2 When an employee, not having been notified before leaving his or her employer's business premises, is called in before the employee's usual commencing time to work overtime, or a shift, for which the employee has not been regularly rostered and at a time when the employee's normal means of transport or reasonable means of transport are not available, the employer shall provide the employee with a conveyance to the employee's place of work or pay the employee at the employee's ordinary rate for the time reasonably occupied in reaching the employee's place of work.

20. Telephoning

- 20.1 Telephoning for instructions

Subject to a minimum of 3 hours pay where an employee complies with a direction to telephone for instruction in connection with overtime work the employee shall be paid at the employee's ordinary-time rate from that telephone call until either the employee:

20.1.1 is given further direction to telephone later for instructions, or

20.1.2 is told a definite time at which the employee is to commence work, or

20.1.3 is released.

Where it becomes necessary for the employee to make a number of telephone calls at intervals determined by an authorised supervisor, the employee is to receive a minimum of 3 hours payment at the employee's ordinary-time rate for each such telephone call, provided that no payment will be made for any telephone call within 3 hours of the last preceding telephone call. Provided further that when an employee commences work, all payments due under this clause shall cease.

- 20.2 An employee, other than an employee engaged in continuous shift work, who on any day of the week responds to a telephone call (not being a telephone call in respect of which a payment is made under the provisions of 20.1 of this clause) made to the employee at home requiring the employee to report for work earlier than the next scheduled starting time shall, if the employee's telephone rental is not paid by the employer, receive a payment of \$7.40.

21. Standing By

Subject to any custom now prevailing under which employees are required regularly to hold themselves in readiness for a call-back, employees required to hold themselves in readiness to work after ordinary hours shall until released be paid standing by time at their ordinary time rate from the time from which they are so told to hold themselves in readiness.

22. Accident Pay - Make-Up of Pay

- 22.1 This clause shall apply to all employees covered by this award, and it shall apply only in respect of incapacity which results from an injury received on or after 1 April 1981.
- 22.2 The circumstances under which an employee shall qualify for accident make-up payment shall be as prescribed hereunder:
- 22.2.1 An employer shall pay an employee accident make-up payment where the employee receives an injury for which weekly payment or compensation is payable by or on behalf of the employer pursuant to the provisions of the Workers Compensation Legislation (see definitions), as amended from time to time.
- 22.2.2 "Accident make-up payment" means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the Workers Compensation Legislation, and the employee's appropriate 35 hour award rate, or, where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the said award rate for that period.
- 22.2.3 An employer shall pay, or cause to be paid, accident make-up payment during the incapacity of the employee within the meaning of the said Act until such incapacity ceases or until the expiration of a period of fifty-two weeks from the date of injury, whichever event shall first occur.
- 22.2.4 The liability of the employer to pay accident make-up payment in accordance with this clause shall arise as at the date of the injury in respect of which compensation is payable under the said Act, and the termination of the employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the employer to pay accident make-up payment as provided in this clause.
- 22.2.5 In the event that the employee receives a lump sum in redemption of weekly payments under the said Act, the liability of the employer to pay accident make-up payment as herein provided shall cease from the date of such redemption.
- 22.2.6 An employer may at any time apply to the Industrial Relations Commission for exemption from the terms of this clause on the grounds that an accident make-up payment scheme proposed and implemented by that employer contains provisions generally not less favourable to its employees than the provisions of this clause.

23. Uniforms

- 23.1 Where an employer requires a special uniform to be worn by an employee while on duty, such uniform shall be supplied by the employer free of charge to the employee. Where a driver so requests, the driver's uniform shall, if practicable, be laundered once per week at the employer's expense.
- 23.2 Overalls, gloves, aprons, footwear and wet weather clothing shall be supplied to employees (together with such other special wearing apparel usually issued) working in places where it is agreed between the employer or the employer's representative and the Secretary of the union or the Secretary's representative that such are necessary.
- Overalls supplied in accordance with this provision shall be laundered once per week at the employer's expense.
- 23.3 Any clothing or other items supplied by the employer, for whatever reason shall remain the property of the employer.

24. Licences

Where an employee, in the course of the employee's duties, is required by law to obtain a special licence to operate special equipment, the licence fee will be reimbursed by the employer.

Where an employee, who does not hold a driving licence to drive a motor vehicle on a public highway, is required to hold such a licence for the performance of work, the employer will reimburse the employee the cost of the first licence fee.

25. No Reduction in Wages

Nothing in this award shall of itself operate to reduce the rate of pay for any classification in existence prior to the making of the order.

26. Mixed Functions

- 26.1 An employee engaged under this award and who in any day or shift does work involving different rates of pay shall be paid the highest of such rates for the whole of the employee's ordinary working hours on that day or shift.
- 26.2 Where in any overtime period an employee is required to perform work involving different rates of pay, the employee shall be paid the highest of such rates for the whole of that overtime period.
- 26.3 The provisions of 26.1 and 26.2 will apply to work involving different rates of pay performed by an employee on a holiday as prescribed in clause 18 of this award.
- 26.4 The provisions of this clause shall not apply to the moving of vehicles in or around an employer's premises.

27. Employee Doing Work of a Lower Grade

Should an employee be temporarily transferred for a period not exceeding one week to perform a class of work as set out in clause 8 of this award carrying a lesser minimum rate of wage than at which the employee is usually employed, the employee shall not during such temporary transfer suffer any reduction of the employee's usual wage.

28. Casual Employees and Part-Time Employees

28.1 Casual Employees

- 28.1.1 Casual employees shall be paid per hour at the rate of 1/35th of the appropriate weekly award rate plus 20%, with a minimum payment as for one day.
- 28.1.2 Casual employees who work in excess of seven (7) hours on any one day, Monday to Friday inclusive, shall, for that time worked in excess of seven (7) hours, be paid at overtime rates.
- 28.1.3 Casual employees shall be notified at the end of the day if their services are not required for the next working day. Failing the giving of such notice a full day's wages shall be paid for the next working day.

28.2 Casual Employees - Rural Distribution Operations

- 28.2.1 The employment of a casual employee (Rural Distribution Operations) may be terminated at any time.
- 28.2.2 A casual employee (Rural Distribution Operations) shall be paid per hour at the rate of 1/35th of the appropriate weekly award rate plus 20%, with a minimum payment as for hour hours.

28.2.3 A casual employee who works in excess of seven (7) hours on any one day, Monday to Friday inclusive, shall be paid for that time worked in excess of seven (7) hours at overtime rates.

28.2.4 Conversion of casual employment

- (i) A casual employee, other than an irregular casual employee as defined in clause 28.2.4(xi), who has been engaged by a particular employer for a sequence of periods of employment under this Award during a period of twelve months shall thereafter have the right to elect to have his or her contract of employment converted to full-time employment or part-time employment if the employment is to continue beyond the conversion process.
- (ii) An employer of such an employee shall give the employee notice in writing of the provisions of clause 28.2.5 within four weeks of the employee having attained such period of twelve months.
- (iii) The employee retains his or her right of election under this clause even if the employer fails to comply with clause 28.2.4(ii).
- (iv) A casual employee who does not, within four weeks of receiving written notice, elect to convert his or her contract of employment to a full-time employment or a part-time employment will be deemed to have elected against any such conversion.
- (v) Any casual employee who has a right to elect under clause 28.2.4(i), upon receiving notice under clause 28.2.4(ii) or after the expiry of the time for giving such notice, may give four weeks notice in writing to the employer that he or she seeks to elect to convert his or her contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer shall either consent to or refuse the election but shall not unreasonably so refuse. Any dispute about a refusal of an election to convert a contract of employment shall be dealt with as far as practicable with expedition through the dispute settlement procedure.
- (vi) A casual employee who has elected to be converted to a full-time employee or a part-time employee, may only revert to casual employment by written agreement with the employer.
- (vii) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with clause 28.2.4(i), the employer and employee in accordance with this subparagraph, and subject to clause 28.2.4(iii), shall discuss and agree upon:
 - (1) which form of employment the employee will convert to, that is, full-time or part-time; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked as set out in clause 28.3.
- (viii) An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed upon between the employer and employee.

Following such agreement being reached, the employee shall convert to full-time or part-time employment.

Where, in accordance with clause 28.2.4(v) an employer refuses an election to convert, the reasons for doing so shall be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.

- (ix) Any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment shall be dealt with as far as practicable with expedition through the dispute settlement procedure.
- (x) An employee must not be engaged, disengaged and re-engaged to avoid any obligation under this Award.
- (xi) An "irregular casual employee" is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.
- (xii) The provisions of clause 28.2.4 do not apply to irregular casual employees.

28.3 Permanent Part-time Employees - Rural Distribution Operations

28.3.1 Permanent part-time employees (Rural Distribution Operations) may be employed for a minimum of four hours and a maximum of seven hours (continuously) in any one day, and a minimum of twenty hours and a maximum of 30 hours in any one week from Monday to Friday, inclusive. There should be a minimum of three days and a maximum of five days rostered per week. These hours may be varied by agreement between the employer and the Secretary Treasurer of the Union.

28.3.2 Permanent part-time employees (Rural Distribution Operations) will not be required to work split shifts.

28.3.3 Permanent part-time employees (Rural Distribution Operations) shall be paid pro-rata the appropriate award rate of pay and applicable allowance.

28.3.4 Permanent part-time employees (Rural Distribution Operations) who, by agreement with their employer, work in excess of 35 hours in any one week, shall be paid for that time worked in excess of 35 hours, in accordance with the overtime provisions of this award.

28.3.5 Permanent part-time employees shall be paid pro-rata:

entitlements upon termination of employment

for public holiday and Sunday work

for sick leave

for annual leave

for long service leave.

28.3.6 Conversion of casual employment - rural distribution operations

- (i) A casual employee, other than an irregular casual employee as defined in clause 28.3.6(xi), who has been engaged by a particular employer for a sequence of periods of employment under this Award during a period of twelve months shall thereafter have the right to elect to have his or her contract of employment converted to full-time employment or part-time employment if the employment is to continue beyond the conversion process.
- (ii) An employer of such an employee shall give the employee notice in writing of the provisions of clause 28.3.6 within four weeks of the employee having attained such period of twelve months.
- (iii) The employee retains his or her right of election under this clause even if the employer fails to comply with clause 28.3.6(ii).

- (iv) A casual employee who does not, within four weeks of receiving written notice, elect to convert his or her contract of employment to a full-time employment or a part-time employment will be deemed to have elected against any such conversion,
- (v) Any casual employee who has a right to elect under clause 28.3.6(i), upon receiving notice under clause 28.3.6(ii) or after the expiry of the time for giving such notice, may give four weeks notice in writing to the employer that he or she seeks to elect to convert his or her contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer shall either consent to or refuse the election but shall not unreasonably so refuse. Any dispute about a refusal of an election to convert a contract of employment shall be dealt with as far as practicable with expedition through the dispute settlement procedure.
- (vi) A casual employee who has elected to be converted to a full-time employee or a part-time employee, may only revert to casual employment by written agreement with the employer.
- (vii) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with clause 28.3.6(i), the employer and employee in accordance with this subparagraph, and subject to clause 28.3.6(iii), shall discuss and agree upon:
 - (1) which form of employment the employee will convert to, that is, full-time or part-time; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked as set out in clause 28.4.
- (viii) An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to fulltime employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed upon between the employer and employee.

Following such agreement being reached, the employee shall convert to fulltime or part-time employment.

Where, in accordance with clause 28.3.6(v) an employer refuses an election to convert, the reasons for doing so shall be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.
- (ix) Any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment shall be dealt with as far as practicable with expedition through the dispute settlement procedure,
- (x) An employee must not be engaged, disengaged and re-engaged to avoid any obligation under this Award
- (xi) An "irregular casual employee" is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.
- (xii) The provisions of clause 28.3.6 do not apply to irregular casual employees.

SECTION III EMPLOYER AND EMPLOYEE DUTIES, EMPLOYMENT RELATIONSHIP

29. Contract of Employment

- 29.1 Except as hereinafter provided employment shall be by the week. Any employee not specifically engaged, as a casual employee shall be deemed to be employed by the week. Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages as the case may be. This shall not affect the right of the employer to dismiss any employee without notice or payment in lieu of notice for inefficiency, neglect of duty or wilful misconduct.

Where an employee has given or been given notice as aforesaid he or she shall continue in employment until the date of the expiration of such notice.

Any employee who having given or been given notice as aforesaid, without reasonable cause (proof of which shall lie on the employee) is absent from work during such period, shall be deemed to have abandoned his or her employment and shall not be entitled to payment for work done within that period.

An employee (other than an employee who has given or been given notice in accordance with this subclause) not attending for duty shall, except as provided by clause 26 of this award, lose pay for the actual time of such non-attendance.

It is a term and condition of employment and of the obligations and rights accruing under this award that employees shall:

- 29.1.1 subject to clause 19 perform such work including shift work as their employer shall, from time to time, reasonably require; and
- 29.1.2 subject to 13.4 comply with the orders of the employer to work reasonable overtime at any time during the seven days of the week at the appropriate remuneration prescribed in this award; and
- 29.1.3 if be shift workers who are not relieved as scheduled at the end of their shift, continue to work at the appropriate overtime rate until relieved or otherwise authorised to finish work by their employer; and
- 29.1.4 use all appropriate protective clothing and equipment provided by their employer for specific circumstances; and
- 29.1.5 comply with their employer's direction to carry out work required for the safety or personnel and plant (including when required, the continued operation of plant); and
- 29.1.6 comply with their employer's direction to keep the work place and equipment in a clean and safe condition.
- 29.2 An employee, to become entitled to payment of the weekly wage prescribed by this award, shall be available, ready and willing to perform such work as the employer shall, from time to time, require on the days and during the hours usually worked by the class of employee comprising him or her but any employee so available, ready and willing to work for the whole week and not justifiably dismissed shall be entitled to a full week's wage.
- 29.3 Payment of wages
- 29.3.1 Wages shall be paid weekly or by agreement fortnightly provided that the last two days' wages due may be kept in hand. Where wages are paid on a weekly basis the ordinary rate for the week shall be one half of the fortnightly rate of pay. Provided that deductions for unpaid absences shall be calculated at the hourly rate. Provided also that payment for overtime worked at country depots and outport installations within the week before the pay day need not be made until the succeeding pay day.

- 29.3.2 Where an employee's rostered day-off (under the 9-day fortnight roster) falls on a pay day the employee shall be paid his or her wages not later than the next working day following the employee's rostered day-off. Provided that if such pay day falls on a Friday wages will be paid on the employees' preceding working day.
- 29.3.3 An employee kept waiting for his or her wages on pay day for more than a quarter of an hour after the usual time for ceasing work, shall be paid at overtime rates until paid with a minimum of half an hour.
- 29.3.4 On or prior to pay day, the employer shall state to each employee in writing the amount of wages to which the employee is entitled, the amount of deductions made therefrom, and the net amount being paid to the employee.
- 29.3.5 An employer and an employee may agree that wages due to the employee be paid by cheque or into a bank account nominated by the employee.
- 29.3.6 It shall be a full discharge of the obligations and rights accruing from week to week under clause 16 of this award, if, in pursuance of an agreement made between an employer and the union, a different method of wage payment is adopted averaging over a full shift cycle the payments normally accruing from shift work to a shift worker. This provision shall apply even if a shift worker fails for any reason to work a full shift cycle.

30. Gear and Equipment to be Provided

All necessary gear and equipment shall be provided by and remain the property of the employer.

31. Unauthorised Persons on Vehicles

Employees shall not permit any unauthorised person or persons to accompany them on their vehicles or permit any such person or persons to assist them in the delivery of goods, wares, merchandise or material unless such person or persons have been engaged as an employee or is the owner of such goods, wares or merchandise or material or is the agent of such owner.

SECTION IV LEAVE ENTITLEMENTS AND PUBLIC HOLIDAYS

32. Sick Leave

- 32.1 Employees on weekly hiring who are absent from work on account of personal illness or incapacity shall be entitled to leave of absence without deductions of pay subject to the following conditions and limitations:
- 32.1.1 They shall not be entitled to paid leave of absence for any period in respect of which they are entitled to workers' compensation.
- 32.1.2 Where practicable they shall notify the nominated representative of their employer prior to the commencement of their next period of work and, in any case, they shall within 24 hours of the commencement of such absence inform the employer of their inability to attend for duty and, as far as practicable, state the nature of the illness or incapacity and the estimated duration of the absence.
- 32.1.3 They shall prove they were unable on account of such illness or incapacity to attend for duty on the day or days for which sick leave is claimed.
- 32.1.4 They shall not be entitled in respect of any year of service with their employer to leave in excess of five days in their first year of service and eight days in any subsequent year of service. Provided that sick leave shall accumulate from year to year so that any balance of the period specified herein which has in any year not been allowed to an employee by an employer as paid sick leave may be claimed by the employee and, subject to the conditions hereinbefore prescribed, shall be allowed by that employer in a subsequent year without diminution of the sick

leave prescribed in respect of the year. Provided further that sick leave which accumulates pursuant to this subclause shall be available to the employee for a period of 10 years but not longer from the end of the year in which it accrues.

- 32.2 Employees are not entitled to sick leave for more than two absences each of a single day in any one year of service without the production (if requested by the employer) of a certificate from a qualified medical practitioner. Nothing in this subclause shall limit the employer's rights under 32.1.3.

33. State Personal/Carer's Leave

33.1 Use of Sick Leave

33.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 33.1.3.2 who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 32, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

33.1.2 The employee shall, if required,

- (1) 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, or
- (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person

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

33.1.3.1 the employee being responsible for the care of the person concerned; and

33.1.3.2 the person concerned being:

33.1.3.2.1 a spouse of the employee; or

33.1.3.2.2 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

33.1.3.2.3 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

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

33.1.3.2.5 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.

33.1.4 An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at clause 46, Dispute And Grievance Procedure, should be followed

33.2 Unpaid Leave for Family Purpose

33.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 33.1.3.2 above who is ill or who requires care due to an unexpected emergency.

33.3 Annual Leave

33.3.1 An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties

33.3.2 Access to annual leave, as prescribed in 33.3.1, shall be exclusive of any shutdown period provided for elsewhere under this award.

33.3.3 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.

33.3.4 An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

33.4 Time Off in Lieu of Payment for Overtime

33.4.1 For the purpose only of providing care and support for a person in accordance with 33.1, and despite the provisions of clause 13, Overtime - Day Workers, the following provisions shall apply.

33.4.2 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.

33.4.3 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

33.4.4 If, having elected to take leave in accordance with 33.4.1, 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.

33.4.5 Where no election is made in accordance with 33.4.1, the employee shall be paid overtime rates in accordance with the award.

33.5 Make-up Time

33.5.1 An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

33.5.2 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.

33.6 Rostered Days Off

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

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

33.6.3 An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.

33.6.4 This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

33.7 Personal Carers Entitlement for casual employees -

(1) Subject to the evidentiary and notice requirements in 33.1.2 and 33.1.4 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 33.1.3.2 of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

(2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

(3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

34. Bereavement Leave

34.1 An employee other than a casual employee shall be entitled to up to three days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in 34.3.

34.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.

34.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in 33.1.3.2 of clause 33, State 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.

34.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.

- 34.5 Bereavement leave may be taken in conjunction with other leave available under 33.2, 33.3, 33.4, 33.5, and 33.6 of clause 33. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- 34.6 Bereavement entitlements for casual employees
- 34.6.1 Subject to the evidentiary and notice requirements in 34.2 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 33.1.3.2 of clause 33, Personal/Carer's Leave.
- 34.6.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 34.6.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

34A. Parental Leave

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
- (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

- (3) Right to request
- (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;to assist the employee in reconciling work and parental responsibilities.
 - (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
 - (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.

(d) Request to return to work part-time

Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

(4) Communication during parental leave

(a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

(i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

(ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

(b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

(c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

35. Annual Leave

35.1

35.1.1 Except as hereinafter provided all weekly employees, after each 12 months' continuous service with an employer, shall be granted four weeks leave on full pay.

35.1.2 In addition to the leave hereinbefore prescribed, seven-day shift workers, that is employees working rostered shifts necessitating regular rostered Sunday and holiday work as part of their ordinary hours after each 12 months' continuous services shall be given an extra week's leave provided that where an employee is engaged for part only of the twelve monthly period as a seven day shift worker the extra leave to which the employee shall be entitled shall be the same proportion of a week as the proportion which the time the employee spent as a seven day shift worker during the period bears to a year.

35.1.3 An employee whose services are terminated for any cause whatsoever, or who leaves his or her employment in a qualifying period for annual leave, shall be entitled to the cash equivalent of such leave in respect of the period worked in the proportion which that period bears to a year.

35.2 Broken Leave

The annual leave shall be given and taken in one continuous period or, if the employee and the employer so agree, in two separate periods and not otherwise.

Short-term annual leave

An employee may request and, with the consent of the employer, take short-term annual leave, not exceeding four days in any calendar year, at a time or times separate from any of the periods determined in accordance with 35.2.

35.3 Annual leave in advance

35.3.1 An employer may grant to employees annual leave or, subject to 35.2, a part thereof before the right to the leave has fully accrued due, but where the leave or part thereof is so taken, a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which the leave or part leave was granted in advance.

35.3.2 Where the annual leave or part thereof has been granted to an employee pursuant to this subclause before the right to the leave has accrued due; and

35.3.2.1 the employee subsequently leaves or is discharged before completing the twelve months continuous service in respect of which the leave or part leave was granted; and

35.3.2.2 the sum paid by the employer to the employee for the leave or part leave taken in advance exceeds the sum which the employer is required to pay the employee under 35.1.3 the employer shall not be liable to make any payments to the employee and shall be entitled to deduct the amount of such excess, but excluding any sums paid for any of the holidays prescribed by clause 36 of this award from any remuneration payable to the employee upon termination of the employment.

35.4

35.4.1 An employee before going on annual leave shall be paid therefore at the rate at which the employee was ordinarily employed prior to the commencement of leave.

Notwithstanding the above paragraph an employee classified under classification 2 - Delivery vehicles (products) - shall be paid before going on annual leave at the higher rate when the employee has worked on a higher tonnage vehicle for a period of four weeks or more during the preceding six months. It shall not be a requirement that the period of four weeks be consecutive but shall cover a period of 28 calendar days or twenty working days in the six months period.

35.4.2 An employee at the time of entering upon a period of annual leave in accordance with the provisions of this clause and the *Annual Holidays Act 1944*, shall be entitled to an additional payment of 22½% in respect of that period of leave.

Provided that employees whose services are terminated (either by themselves or by their employer) after having accrued a full years' entitlement of annual leave shall receive the above payments in respect of that entitlement; provided further that pro-rata payments in lieu of annual leave on termination of employment shall be paid for only at the employees' ordinary-time rate of pay.

35.5

35.5.1 Annual leave shall be granted as soon as practicable after accrual and shall be taken not later than six months of its becoming due.

35.5.2 At least six months notice shall be given of the commencement of annual leave, provided that any employee and his or her employer may agree that less than six month's notice may be given in individual cases.

35.6 Except as provided in 35.1.3, payment shall not in any circumstances be made in lieu of annual leave.

35.7 An employee on a period of annual leave will not accept other employment during that period of annual leave, and an employer will not knowingly engage a worker who is on annual leave.

35.8 Subject to this subclause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 36 of this award, and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an

ordinary working day either there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday, or else by mutual agreement the employee may work such equivalent time, in which case the employee shall be paid therefore at the appropriate rate prescribed by subclause 36.4 of this award.

36. Holidays

- 36.1 Subject to the provisions of 36.2, 36.3 and 36.8, employees on weekly hiring shall be entitled to the following holidays without deduction of pay:

New Year's Day, Australia Day, Good Friday, Easter Monday, Easter Tuesday (except in Newcastle where Show Day shall be observed), Labour Day (or the day observed as Labour Day), Anzac Day, the Birthday of the Sovereign, August Bank Holiday, Christmas Day and Boxing Day.

- 36.2 When Anzac Day falls on a Saturday or a Sunday, the following Monday or the day gazetted by the State government to be observed as the Anzac Day holiday shall be substituted for Anzac Day.
- 36.3 Where other days are generally observed in any locality as a substitute for any of the above days, they should be so observed together with any other holiday specially proclaimed for a State or National occasion by State Parliament or the Commonwealth, even though the holiday may be observed on different days in different localities in any State or States to which this Award applies. An employee shall not be entitled to the benefit of more than one holiday as a consequence of such proclamation.
- 36.4 Employees called upon to work on any of the holidays above shall be notified no later than the day before and, except as provided in 36.5 and 36.6, shall in addition to their weekly wage, be paid double time for all time worked with a minimum payment as for four hours.
- 36.5 If the employee is required to work on a holiday during hours which if that day was not a holiday, would be outside the range of ordinary working time mentioned in clause 10 and 16 of this award, the employee's hourly rate for such work shall be triple time.
- 36.6 For the purposes of calculating payments for holidays under this clause, the ordinary rate of pay for employees employed as shift workers under clause 16 of this award will include the relevant shift allowances prescribed in clause 16.8 of this award.
- 36.7 An employee notified to attend for work on a holiday which is not so worked shall be paid at holiday rates for 4 hours. Provided that this subclause shall not apply where an employee who has already been notified to attend for work is given a minimum of 24 hours notice that he or she is not so required.
- 36.8 Where an employee is absent from employment on the working day before or the working day after a holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday.
- 36.9 Where in the State or a locality within the State an additional holiday is proclaimed or gazetted by the authority of the Commonwealth Government or of the State Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout the State of locality thereof, other than by those covered by Federal awards, or when such a proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed, then such day shall be deemed to be a holiday for the purposes of this Award, for employees covered by this Award who are employed in the State, or locality in respect of which the holiday has been proclaimed or ordered as required.

37. Jury Service

Subject to the production of satisfactory evidence, employees required to be absent from work due to jury service will be reimbursed by their employer for any loss of wages to the extent of the difference between the amount they received for attendance on jury service and their ordinary-time rate of pay during such absence.

SECTION V TRAINING AND OCCUPATIONAL HEALTH AND SAFETY

38. Training

- 38.1 Following proper consultation, which may involve the setting up of training committees, the employer shall develop a training policy and programme consistent with:
- 38.1.1 the current and future skill needs of the enterprise;
 - 38.1.2 the size, structure and nature of the operations of the enterprise;
 - 38.1.3 the need to develop vocational skills relevant to the enterprise and the transport industry through courses conducted by appropriate educational institutions and training providers.
- 38.2
- 38.2.1 Where, as a result of consultation, it is agreed by the employer that additional training in accordance with the programme developed pursuant to 38.1 should be undertaken by an employee, that training may be undertaken either on or off the job. Provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.
 - 38.2.2 Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement of standard fees may be made at the completion of the prescribed course or annually, whichever is the earlier, subject to reports of attendance at such courses.
 - 38.2.3 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.
- 38.3 38.1 and 38.2 herein shall operate as interim provisions and shall be reviewed after twelve months' operations.

39. First Aid

Employees holding a current first aid qualification from St. John Ambulance or similar body and appointed by their employer to perform first aid duty shall be paid in addition to their wages \$11.43 for any week they are so appointed. The employer will reimburse the cost of fees for any courses necessary for employees covered by this clause to obtain and maintain current the appropriate first aid qualification.

40. Rest Break

Subject to their observance of the employer's safety regulations, all employees shall be allowed a rest break of 10 minutes during each period of at least 4 hours ordinary working time, and during each continuous period of at least 4 hours performed on Saturdays, Sundays and holidays.

Rest breaks shall be taken having regard to the work in progress and at times which minimise the interruption to work then being performed.

41. Amenities

The following amenities shall be provided by the employer:

- 41.1 Wash hand basins

41.2 Where 10 or more employees are regularly employed at the one time, and in the one location, hot and cold showers and an adequate dressing room with individual clothing lockers.

41.3 Cool drinking water in a position reasonably accessible to employees.

42. Heavy Articles

No employee shall be permitted to lift free or carry without proper appliances goods or material of any kind exceeding 50 kilos in weight unless an assistant is provided.

1. Insert after clause 42, Heavy Articles, the following new clause:

42A. Occupational Health and Safety

- (i) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely.
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (ii) Nothing in this subclause (f) is intended to affect or detract from any obligation or responsibility upon a contract business or labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

SECTION VI INDUSTRIAL RELATIONS AND THE UNION AND OTHER PROVISIONS

43. Union Delegate

An employee appointed as Union delegate (or an employee appointed as co-delegate to act in the absence of the delegate) in a yard or depot 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 and shall be allowed the necessary time during working hours to interview the employer or the employer's representative on matters affecting employees in the yard or depot.

A union delegate or in the delegate's absence the co-delegate may interview a member or members of the union who are shift workers during their working hours, provided that as a result of such interview the employer is not required to pay overtime to such delegate, co-delegate or to the employees concerned.

Where the employer is satisfied that a delegate's attendance at an Industrial Relations Commission hearing will contribute to the proper conduct of proceedings involving the employer and the union, the delegate will be granted the necessary leave without loss of ordinary pay.

44. Notice Boards

The employers covered by this award shall supply a notice board for the use of the Union, and permit the Union to display thereon any notice dealing with legitimate union business provided that such notice is authenticated

by the signature of an accredited Union representative and the employer concerned consents to the posting of that notice. Such consent shall not be withheld unreasonably and such authorised notices shall not be removed unreasonably from the notice board. The union shall ensure that out-dated notices are not left on notice boards.

45. Award to be Exhibited

A copy of this award and any variations thereto shall be posted and kept posted in a prominent position in an accessible place in each yard or depot.

46. Dispute and Grievance Procedure

46.1 Industrial Disputes:

In the event of a question, dispute or difficulty arising at a branch:

46.1.1 The matter shall first be raised with the Branch Supervisor and agreement sought.

46.1.2 If the dispute is not resolved at this level, the matter may be discussed between the Union delegate and the Branch Manager.

46.1.3 Should the dispute remain unresolved, the matter may be referred to an official of the Union, who shall discuss it with senior management.

46.1.4 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.

46.1.5 Reasonable time limits will be allowed for discussion at each level of authority.

46.1.6 While the procedure is being followed, normal work will continue.

46.2 Individual Grievances:

46.2.1 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.

46.2.2 A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

46.2.3 Reasonable time limits must be allowed for discussion at each level of authority.

46.2.4 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.

46.2.5 While a procedure is being followed, normal work must continue.

46.2.6 The employee may be represented by the Union.

47. Enterprise Flexibility Discussions

47.1 Pursuant to Clause 51 Award Modernisation, the parties acknowledge that discussions at enterprise level should continue and be based on the following:

47.1.1 Terminals and/or Airport Managers to arrange meetings with employees:

If Award matters are to be discussed, the Union must be invited to participate and should be given at least seven (7) days' notice of the meeting.

If non-Award matters are to be discussed, the unavailability of union/employer organisations shall not prohibit discussions continuing.

47.1.2 Employees should be encouraged to list any matters they believe should be raised for discussion.

47.1.3 Formal discussions with the employer and employees should commence.

47.1.4 The number of enterprise flexibility discussion meetings shall not be limited. Should assistance be required by employees in these discussions, the Union should be advised and invited to attend. If employers required assistance, they should seek help from the appropriate employer organisation or agent.

47.1.5 Agreements:

Should agreement be reached on matters relating to the Award, the following procedures should be followed:

47.1.5.1 Refer such agreements to both the Union and the appropriate employer organisation, or agent, for examination and, if necessary, refinement. Agreements may be referred back to the employer and employees for further consideration, but the parties' rights are preserved under 47.1.5.

47.1.5.2 The parties agree that the agreements meet the Award Modernisation provisions of the Award, then the matter shall be forwarded to the Commission for ratification.

47.1.5.3 Such agreements shall form schedules to the Award for the enterprise concerned and that schedule shall override any award provisions to the extent of the agreement.

47.1.5.4 After ratification, the "new" Award provisions may be implemented in the yard.

47.1.6 If there is no agreement between the parties, the matter shall be determined by the Commission, subject to the Award Modernisation clause.

47.2 Where an issue of Union coverage arises, the resolution of this issue should be consistent with NSW Labour Council Policy and the NSW Labour Council may be involved.

This does not preclude yard level agreements provided they are consistent with the Award Modernisation provision and the guidelines herein.

47.3 In conducting enterprise flexibility discussions, the Award Modernisation provision enables all Award and non-Award matters to be discussed.

However, if there is a requirement to vary the Award, then the matter must be processed through the Award Modernisation provision.

If the matter does not require Award variation, then the matter can be implemented locally and without delay.

47.4 The Transport Workers' Union believes that delegates should have the opportunity to attend VETAB Courses.

However, attendance at a VETAB Course is not a prerequisite for discussions occurring at a local level and should not constitute an impediment to enterprise flexibility discussions continuing.

47.5 At any stage in the development and/or conduct of enterprise discussions a party may call upon the Industrial Relations Commission for assistance in progressing discussions.

48. Time and Wages Record

- 48.1 Each employer shall keep records at the yard or depot where the employee usually commences work or in a place easily accessible to both the employer and the employee.
- 48.2 Such records shall show the name of each employee, the time the employee starts and finishes work each day, the number of hours worked by the employee and the wages and overtime paid.
- 48.3 Such records shall on demand be produced by the employer for inspection by any officials (not more than three in number at the one time) of the union duly authorised in writing by the President and Secretary of the local branch or sub-branch of the union. The inspection shall be made at the place where the records are kept and during the usual office hours of such place, and the authorised union official shall be permitted to make a copy of extracts from such time and wage records relevant to the complaint the official is investigating.
- 48.4 An employer may at its option provide a mechanical clock for the purpose of such record.
- 48.5 The employer and the employee shall be severally responsible for the proper compilation of such time record daily.

49. Right of Entry

See Part 7 of Chapter 5 of the *Industrial Relations Act 1996*. (NOTE: This provides that a duly accredited representative of the union shall have the right to enter any work place or premises for the purpose of interviewing employees and investigating suspected breaches of awards or agreements or the *Industrial Relations Act 1996* and in such investigations inspect time and pay sheets - so long as the representative does not unduly interfere with the work being performed by any employee during working time).

50. Commitment

- 50.1 The parties will negotiate to ensure that as part of a service industry, companies operate as flexibly as possible in order to meet customer demand.
- 50.2 Employees within each grade are to perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions.
- 50.3. Subject to agreement at enterprise level, employees are to undertake training for the wider range of duties and for access to higher classifications.
- 50.4 The parties will not create barriers to advancement of employees within the award structure or through access to training.

51. Award Modernisation

- 51.1 The parties are committed to modernising the terms of the Award so that it provides for more flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction and assists positively in the restructuring process.
- 51.2 In conjunction with testing the new award structure, the union is prepared to discuss all matters raised by the employers for increased flexibility. As such any discussion with the union must be premised on the understanding that:
- 51.2.1 The majority of employees at each enterprise must genuinely agree.
- 51.2.2 No employee will lose income as a result of the change.
- 51.2.3 The union must be party to the agreement, in particular where enterprise level discussions are considering matters requiring any award variation the union must be invited to participate.

- 51.2.4 The union will not unreasonably oppose any agreement.
- 51.2.5 Any agreement shall be subject, where appropriate, to approval by the Industrial Relations Commission and, if approved, shall operate as a Schedule to the Award and take precedence over any inconsistency.
- 51.2.6 The disputes procedure will apply if agreement cannot be reached in the implementation process on a particular issue.
- 51.3 Should an agreement be reached pursuant to 47.2 at a particular enterprise and that agreement requires award variation, the parties will not oppose that award variation for that particular provision for that particular enterprise.
- 51.4 The parties agree that working parties will continue to meet with the aim of modernising the Award.

PART B

MONETARY RATES

Wage Rates, Allowances and Additional Payments

The actual wage to be paid to an adult employee of the classification specified herein shall, except as otherwise required in this award, be at the rate herein after assigned to that classification.

Rate per week for adult service with the same employer including service with a previous employer whose business or part of the business has been acquired or taken over by the employer (as defined).

The rates contained in Part B, Monetary Rates, Wage Rates, Allowances and Additional Payments, the operative date shall take effect from the beginning of the first full pay period to commence on or after 9 April 2008.

Classification	Rate of Pay \$ Operative Date: 9 April 2008
(a) Aerodrome Servicing	
(i) Aerodrome Attendant	657.20
(ii) Senior Aerodrome Attendant	
Grade I - Sydney	698.90
Grade II - other airports or where there are two Senior Aerodrome Attendants on the same shift	678.10
(b) Delivery Vehicles (products)	
Employee driving a motor vehicle with a combined weight or vehicle and maximum load of :	
(i) Rigid Vehicle Utility	628.00
Under 10 tonnes	638.40
10 tonnes & <13 tonnes	641.60
13 tonnes & <19 tonnes	646.80
19 tonnes & <25 tonnes	652.00
Thereafter, for each additional 6 tonnes or part thereof:	\$7.85 per week extra
(ii) Articulated Vehicle Under 10 tonnes	641.60
10 tonnes & <13 tonnes	646.80
13 tonnes & <19 tonnes	646.80
19 tonnes & <25 tonnes	657.20
25 tonnes & <31 tonnes	662.40
31 tonnes & <37 tonnes	672.80
37 tonnes & <43 tonnes	678.10

Thereafter, for each additional 6 tonnes or part thereof	\$7.85 per week extra
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Where a trailer is drawn behind a vehicle described in (i) or (ii) above, the combined weight of the trailer and vehicle and maximum load shall be deemed to be the weight of the vehicle on which wages shall be determined for all purposes of the award.

The rates in (i) and (ii) above include payments for salesmen/drivers collecting money and, when required, carting packages, fuel oil in drums or bulk, or carting, spreading and/or spraying bituminous products on the street.

Classification	Rate of Pay \$
	\$
(c) Mobile Cranes and Fork Lifts Employee driving or operating a mobile crane or fork lift with a lifting capacity of:	
Up to & incl. 5 tonnes	632.60
over 5 tonnes & <6	633.60
6 tonnes & <7 tonnes	635.00
7 tonnes & <8 tonnes	635.60
8 tonnes & <9 tonnes	635.80
9 tonnes & <10 tonnes	636.70
Thereafter for additional six tonnes or part thereof -	\$4.49 per week extra
(d) Washer and Greaser	619.00

Additional Payments

In addition to the rates prescribed above, the following additional payments shall apply to:

	Amount \$
(a) an employee driving a vehicle (not being a tractor) and drawing a trailer - per day	2.08
(b) an Aerodrome Attendant or Senior Aerodrome Attendant who works in the vicinity of porters loading and/or unloading cargo into, or out of, the lockers of Boeing 727 100 and or 200 series aircraft - per shift	3.15
(c) an employee driving a vehicle carrying hot liquid bitumen or hot tar - per week	6.82
(d) an employee required to operate alone a delivery vehicle fitted with a reel and hose for the purpose of discharging Hot Oil through such hose into customers tanks - for each day on which he is principally engaged on such work per day This amount shall not be payable on any day which the employee concerned delivers exclusively to service stations.	1.96
(e) an employee driving a vehicle carrying bulk liquid petroleum gas- per week	7.96
(f) an employee driving a bituminous products spraying vehicle and directing the work of a bituminous products spray man per week	7.96
(g) an employee carting sludge or garbage per week	7.96
(h) an employee picking up used oil - for any day on which he is so employed per day	1.96
(i) a driver of a yard truck, tractor or fork lift, who is instructed by a superior officer to supervise the work of two employees, whether or not they are engaged under this award. The amount shall be payable for all purposes of this award per day	3.04

(j) an Aerodrome Attendant who, on any day or shift, is required to, and acts as, an Electronic Pipeline Control Board Attendant shall be paid in accordance with the provisions of clause 26 - Mixed Functions, of this award	
(k) a Leading Hand, i.e., an employee who is in charge of:	
(i) 3 to 10 employees - per week	26.00
(ii) 11 to 20 employees - per week	39.80
(iii) more than 20 employees - per week	49.88

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

**TRANSPORT INDUSTRY - QUARRIED MATERIALS (STATE)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1671 of 2007)

Before Commissioner Murphy

4 December 2007

REVIEWED AWARD

1. Delete subclause 5.3, of clause 5, Area, Incidence and Duration, of the award published 24 August 2001 (327 I.G. 39), and insert in lieu thereof the following:
- 5.3 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 I.G. 359) take effect on and from 4 December 2007.

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

2. Delete the words "clause 6 of the Industrial Relations (General) Regulation 2001" appearing in subclause 21.9 of clause 21, Payment of Wages, and insert in lieu thereof the words "clause 7 of the Industrial Relations (General) Regulation 2001".

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

TRANSPORT INDUSTRY - WOOD AND COAL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1674 of 2007)

Before Commissioner Murphy

4 December 2007

REVIEWED AWARD

1. Delete subclause 4.2 of clause 4, Area, Incidence and Duration of the award published 23 November 2001 (329 I.G. 791), and insert in lieu thereof the following:
- 4.2 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 4 December 2007.

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

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

WHOLESALE FRUIT AND VEGETABLE MARKET EMPLOYEES (NEWCASTLE, &c.) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 821 of 2008)

Before Commissioner Stanton

13 June 2008

VARIATION

1. Insert in numerical order in the Arrangement, of the award published 9 February 2001 (322 I.G. 185), the following new clause number and subject matter:

16A Secure Employment

2. Delete subclause (vii) of clause 4, Rates of Pay, and insert in lieu thereof the following:
 - (vii) The rates of pay in this award include the adjustments payable under the State Wage Case 2003, 2004, 2005, 2006 and 2007. These adjustments may be offset against:
 - (a) any equivalent overaward payments; and/ or
 - (b) award wage increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.
3. Insert after clause 16, Terms of Engagement, the following new clause:

16A. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of twelve months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of twelve months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving

such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

(d) Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

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

PART B

MONETARY RATES

SWC 2003

Table 1 - Wages

(i) Adult Employees

Grade	Old Rate per Week \$	SWC 2003 \$	New Rate per Week \$
Head Salesperson	528.90	17.00	545.90
Banana Ripener	471.30	17.00	488.30
Salesperson	450.00	17.00	467.00
General Assistant	431.40	17.00	448.40

(ii) Junior Employees

Percentage of General Assistant Rate

At 16 years of age	70
At 17 years of age	85
At 18 years of age and over	The appropriate adult rate of pay

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	4(i)(e)	Fork Lift Operation Allowance	9.10 per week
2	5	Meal Allowance	4.60
3	21(ii)	First Aid	1.80 per week

Note:

Work related allowances have been increased by 3.2%.

The Meal Allowance has been adjusted according to the "Meals out and Take Away Foods" component of CPI from the June 2002 figures to June 2003.

June 2003	154.7
June 2002	149.5
	<u>5.2</u>

Percentage change = $5.2 \times 100 \div 149.5 = 3.48\%$

The current amount of \$4.45 is increased to \$4.60.

SWC 2004

Table 1 - Wages

(i) Adult Employees

Grade	Old Rate per Week \$	SWC 2004 \$	New Rate per Week \$
Head Salesperson	545.90	19.00	564.90
Banana Ripener	488.30	19.00	507.30
Salesperson	467.00	19.00	486.00
General Assistant	448.40	19.00	467.40

(ii) Junior Employees

Percentage of General Assistant Rate

At 16 years of age	70
At 17 years of age	85
At 18 years of age and over	The appropriate adult rate of pay

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	4(i)(e)	Fork Lift Operation Allowance	9.40 per week
2	5	Meal Allowance	4.75
3	21(ii)	First Aid	1.85 per week

Note:

Work related allowances have been increased by 3.5%.

The Meal Allowance has been adjusted according to the "Meals out and Take Away Foods" component of CPI from the June 2003 figures to June 2004.

June 2004	160.0
June 2003	<u>154.7</u>
	5.3

Percentage change = $5.3 \times 100 \div 154.7 = 3.43\%$

The current amount of \$4.60 is increased to \$4.75.

5. The SWC 2004 shall take effect from the beginning of the first full pay period to commence on or after 13 June 2008.

SWC 2005

Table 1- Wages

(i) Adult Employees

Grade	Old Rate per Week \$	SWC 2005 \$	New Rate Per Week \$
Head Salesperson	564.90	17.00	581.90
Banana Ripener	507.30	17.00	524.30
Salesperson	486.00	17.00	503.00
General Assistant	467.40	17.00	484.40

(ii) Junior Employees

Percentage of General Assistant Rate

At 16 years of age	70
At 17 years of age	85
At 18 years of age and over	The appropriate adult rate of pay

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	4(i)(e)	Fork Lift Operation Allowance	9.70 per week
2	5	Meal Allowance	4.90
3	21(ii)	First Aid	1.90 per week

Note:

Work related allowances have been increased by 3.0%.

The Meal Allowance has been adjusted according to the "Meals out and Take Away Foods" component of CPI from the June 2004 figures to June 2005.

June 2005	165.1
June 2004	<u>160.0</u>
	5.1

Percentage change = $5.1 \times 100 \div 160.0 = 3.19\%$

The current amount of \$4.75 is increased to \$4.90.

6. The SWC 2005 variation shall take effect from the beginning of the first full pay period to commence on or after 12 September 2008.

SWC 2006**Table 1- Wages**

(i) Adult Employees

Grade	Old Rate per Week (\$)	SWC 2006 (\$)	New Rate Per Week (\$)
Head Salesperson	581.90	20.00	601.90
Banana Ripener	524.30	20.00	544.30
Salesperson	503.00	20.00	523.00
General Assistant	484.40	20.00	504.40

(ii) Junior Employees

Percentage of General Assistant Rate

At 16 years of age	70
At 17 years of age	85
At 18 years of age and over	The appropriate adult rate of pay

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	4(i)(e)	Fork Lift Operation Allowance	10.10 per week
2	5	Meal Allowance	5.05
3	21(ii)	First Aid	2.00 per week

Note:

Work related allowances have been increased by 4.0%.

The Meal Allowance has been adjusted according to the "Meals out and Take Away Foods" component of CPI from the June 2005 figures to June 2006.

June 2006	170.9
June 2005	165.1
	<u>5.8</u>

Percentage change = $5.8 \times 100 \div 165.1 = 3.51\%$

The current amount of \$4.90 is increased to \$5.05.

7. The SWC 2006 variation shall take effect from the beginning of the first full pay period to commence on or after 13 December 2008.

SWC 2007**Table 1 - Wages**

(i) Adult Employees -

Grade	Old Rate per Week \$	SWC 2007 \$	New Rate Per Week \$
Head Salesperson	601.90	20.00	621.90
Banana Ripener	544.30	20.00	564.30

Salesperson	523.00	20.00	543.00
General Assistant	504.40	20.00	524.40

(ii) Junior Employees

Percentage of General Assistant Rate

At 16 years of age	70
At 17 years of age	85
At 18 years of age and over	The appropriate adult rate of pay

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	4(i)(e)	Fork Lift Operation Allowance	10.50 per week
2	5	Meal Allowance	5.25
3	21(ii)	First Aid	2.10 per week

Note:

Work related allowances have been increased by 4.0%.

The Meal Allowance has been adjusted according to the "Meals out and Take Away Foods" component of CPI from the June 2005 figures to June 2006.

June 2007	177.1
June 2006	<u>170.9</u>
	6.2

Percentage change = $6.2 \times 100 \div 170.9 = 3.63\%$

The current amount of \$5.05 is increased to \$5.25.

8. The SWC 2007 variation shall take effect from the beginning of the first full pay period to commence on or after 12 June 2009.

J.D. STANTON, Commissioner

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SERIAL C6588

**AGRICULTURAL EMPLOYEES (STATE) INDUSTRIAL
COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 209 of 2008)

Mr Deputy President Sams

29 February 2008

ORDER

The Commission orders that:-

1. The duration of the Agricultural Employees (State) Industrial Committee published 18 June 1993 (275 I.G. 703), be extended for a further period of three (3) years.
2. This order shall take effect from 14 February 2008.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

SERIAL C6570

AMENITY TREE INDUSTRY (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 491 of 2008)

Mr Deputy President Sams

23 April 2008

ORDER

The Commission orders that:-

1. The duration of the Industrial Committee, known as the Amenity Tree Industry (State) Industrial Committee published 16 September 2005 (353 I.G. 898), be extended for a further period of three (3) years.
2. Delete the reference to "Employers First" in the Industries and Callings of the Committee and insert in lieu thereof the following:

"Australian Federation of Employers and Industries"
3. This order shall take effect from 19 May 2008.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

SERIAL C6575

ASPHALT MAKERS (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 133 of 2008)

The Honourable Mr Justice Staff

14 February 2008

ORDER

The Commission orders that:-

1. The duration of the Industrial Committee, known as the Asphalt Makers (State) Industrial Committee published 2 September (353 I.G. 966), be extended for a further period of three (3) years.
2. Delete the reference to "Employers First" in the Industries and Callings of the Committee and insert in lieu thereof the following:

"Australian Federation of Employers and Industries"
3. This order shall take effect from 21 February 2008.

C. G. STAFF J.

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SERIAL C6568

**BUTCHERS, ANIMAL MEAT - RETAIL (STATE) INDUSTRIAL
COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australasian Meat Industry Employees' Union, Newcastle and Northern Branch, Industrial Organisation of Employees.

(No. IRC 324 of 2008)

The Honourable Mr Justice Staff

20 March 2008

ORDER

The Commission orders that:-

1. The duration of the Industrial Committee, known as the Butchers, Animal Meat - Retail (State) Industrial Committee published 14 June 1996 (293 I.G. 358), be extended for a further period of three (3) years.
2. Delete the reference to "Employers First" in the Industries and Callings of the Committee and insert in lieu thereof the following:

"Australian Federation of Employers and Industries"
3. This order shall take effect from 22 February 2008.

C. G. STAFF J.

Printed by the authority of the Industrial Registrar.

SERIAL C6544

**BUTCHERS, WHOLESALE (NEWCASTLE AND NORTHERN)
INDUSTRIAL COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australasian Meat Industry Employees' Union, Newcastle and Northern Branch, Industrial Organisation of Employees.

(No. IRC 326 of 2008)

The Honourable Mr Justice Staff

20 March 2008

ORDER

The Commission orders that:-

1. The duration of the Industrial Committee, known as the Butchers, Wholesale (Newcastle and Northern) Industrial Committee published 14 June 1996 (293 I.G. 368), be extended for a further period of three (3) years.
2. This order shall take effect from 9 March 2008.

C. G. STAFF J.

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SERIAL C6513

**BUTTER, &c., FACTORY EMPLOYEES (NEWCASTLE AND
NORTHERN) INDUSTRIAL COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australasian Meat Industry Employees' Union, Newcastle and Northern Branch, Industrial Organisation of Employees.

(No. IRC 325 of 2008)

The Honourable Mr Justice Staff

20 March 2008

ORDER

The Commission orders that:-

1. The duration of the Industrial Committee, known as the Butter, &c., Factory Employees (Newcastle and Northern) Industrial Committee published 14 June 1996 (293 I.G. 362), be extended for a further period of three (3) years.
2. Delete the reference to "Employers First" in the Industries and Callings of the Committee and insert in lieu thereof the following:

"Australian Federation of Employers and Industries"
3. This order shall take effect from 9 March 2008.

C. G. STAFF J.

Printed by the authority of the Industrial Registrar.

SERIAL C6595

CEMENT WORKERS, &c., (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 213 of 2008)

Mr Deputy President Sams

29 February 2008

ORDER

The Commission orders that:-

1. The duration of the Cement Workers, &c., (State) Industrial Committee published 16 September 2005 (353 I.G. 958), be extended for a further period of three (3) years.
2. This order shall take effect from 7 March 2008.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

SERIAL C6594

CEMENT, &c., PIPE MAKING (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 217 of 2008)

Mr Deputy President Sams

29 February 2008

ORDER

The Commission orders that:-

1. The duration of the Cement, &c., Pipe Making (State) Industrial Committee published 16 September 2005 (353 I.G. 959), be extended for a further period of three (3) years.
2. This order shall take effect from 21 February 2008.

P. J. SAMS *D.P.*

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SERIAL C6596

CHEMICAL WORKERS (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 216 of 2008)

Mr Deputy President Sams

29 February 2008

ORDER

The Commission orders that:-

1. The duration of the Chemical Workers (State) Industrial Committee published 16 September 2005 (353 I.G. 956), be extended for a further period of three (3) years.
2. This order shall take effect from 21 February 2008.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

SERIAL C6411

**CLERICAL AND ADMINISTRATIVE EMPLOYEES (STATE)
INDUSTRIAL COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(No. IRC 2228 of 2007)

The Honourable Justice Backman

14 February 2008

ORDER

The Commission orders that:-

1. The duration of the Industrial Committee, known as the Clerical and Administrative Employees (State) Industrial Committee published 20 April 2001 (324 I.G. 222), be extended for a further period of three (3) years.
2. This order shall take effect from 14 February 2008.

A. F. BACKMAN J.

Printed by the authority of the Industrial Registrar.

SERIAL C6581

**COACHMAKERS, &c., ROAD AND PERAMBULATOR
MANUFACTURERS CONSOLIDATED (STATE) INDUSTRIAL
COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Motor Traders' Association of New South Wales, Industrial Organisation of Employers.

(No. IRC 154 of 2008)

Mr Deputy President Sams

21 February 2008

ORDER

The Commission orders that:-

1. The duration of the Coachmakers, &c., Road and Perambulator Manufacturers Consolidated (State) Industrial Committee published 18 June 1993 (275 I.G. 698), be extended for a further period of three (3) years.
2. This order shall take effect from 21 February 2008.

P. J. SAMS *D.P.*

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SERIAL C6464

**COLD STORAGE, &c., EMPLOYEES (NORTHUMBERLAND)
INDUSTRIAL COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australasian Meat Industry Employees' Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 327 of 2008)

The Honourable Mr Justice Staff

20 March 2008

ORDER

The Commission orders that:-

1. The duration of the Industrial Committee, known as the Cold Storage, &c., Employees (Northumberland) Industrial Committee published 5 July 1996 (293 I.G. 885), be extended for a further period of three (3) years.
2. Delete the reference to "The Employers' Federation of New South Wales" in the Industries and Callings of the Committee and insert in lieu thereof the following:

"Australian Federation of Employers and Industries"
3. This order shall take effect from 9 March 2008.

C. G. STAFF J.

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SERIAL C6584

COTTON GINNING, &c. (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 208 of 2008)

Mr Deputy President Sams

29 February 2008

ORDER

The Commission orders that:-

1. The duration of the Cotton Ginning, &c. (State) Industrial Committee published 26 April 1996 (292 I.G. 350), be extended for a further period of three (3) years.
2. This order shall take effect from 14 February 2008.

P. J. SAMS *D.P.*

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SERIAL C6419

**CROWN EMPLOYEES (SKILLED TRADESMEN) INDUSTRIAL
COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Electrical Trades Union of Australia, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 67 of 2008)

The Honourable Justice Kavanagh

12 February 2008

ORDER

The Commission orders that:-

1. The duration of the Industrial Committee, known as the Crown Employees (Skilled Tradesmen) Industrial Committee published 3 December 1993 (277 I.G. 588), be extended for a further period of three (3) years.
2. Delete all references to "Public Employment Office" in the Industries and Callings of the Committee and insert in lieu thereof the following:

"Director of Public Employment"
3. This order shall take effect from 7 June 2008.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

SERIAL C6578

DAIRYING EMPLOYEES (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 147 of 2008)

Mr Deputy President Sams

21 February 2008

ORDER

The Commission orders that:-

1. The duration of the Industrial Committee, known as the Dairying Employees (State) Industrial Committee published 1 April 2005 (349 I.G. 942), be extended for a further period of three (3) years.
2. This order shall take effect from 11 February 2008.

P. J. SAMS *D.P.*

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SERIAL C6580

**DEPARTMENT OF ENVIRONMENT & CONSERVATION (DEC)
PARKS & WILDLIFE DIV. &C., EMPLOYEES INDUSTRIAL
COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 149 of 2008)

Mr Deputy President Sams

21 February 2008

ORDER

The Commission orders that:-

1. The duration of the Industrial Committee, known as the Department of Environment & Conservation (DEC) Parks & Wildlife Div. &c., Employees Industrial Committee published 1 April 2005 (349 I.G. 938), be extended for a further period of three (3) years.
2. This order shall take effect from 9 February 2008.

P. J. SAMS *D.P.*

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SERIAL C6579

**FRUIT PACKING HOUSES EMPLOYEES (STATE) INDUSTRIAL
COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 148 of 2008)

Mr Deputy President Sams

21 February 2008

ORDER

The Commission orders that:-

1. The duration of the Industrial Committee, known as the Fruit Packing Houses Employees (State) Industrial Committee published 21 May 1993 (275 I.G. 152), be extended for a further period of three (3) years.
2. This order shall take effect from 9 February 2008.

P. J. SAMS *D.P.*

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SERIAL C6569

**GOVERNMENT RAILWAYS (PERMANENT WAY) INDUSTRIAL
COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Rail, Tram and Bus Industry Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 294 of 2008)

The Honourable Mr Justice Staff

13 March 2008

ORDER

The Commission orders that:-

1. The duration of the Industrial Committee, known as the Government Railways (Permanent Way) Industrial Committee published 16 September 2005 (353 I.G. 937), be extended for a further period of three (3) years.
2. This order shall take effect from 19 March 2008.

C. G. STAFF J.

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SERIAL C6589

**HORTICULTURAL INDUSTRY EMPLOYEES (STATE) INDUSTRIAL
COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 210 of 2008)

Mr Deputy President Sams

29 February 2008

ORDER

The Commission orders that:-

1. The duration of the Horticultural Industry Employees (State) Industrial Committee published 16 September 2005 (353 I.G. 935), be extended for a further period of three (3) years.
2. Delete the reference to "Employers First" in the Industries and Callings of the Committee and insert in lieu thereof the following:

"Australian Federation of Employers and Industries"
3. This order shall take effect from 17 February 2008.

P. J. SAMS *D.P.*

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SERIAL C6401

LANDSCAPE GARDENERS, &c. (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Landscape Contractors' Association of New South Wales.

(No. IRC 487 of 2008)

Mr Deputy President Sams

1 May 2008

ORDER

The Commission orders that:-

1. The duration of the Industrial Committee, known as the Landscape Gardeners, &c. (State) Industrial Committee published 16 September 2005 (353 IG 933), be extended for a further period of three (3) years.
2. This order shall take effect from 21 February 2008.

P. J. SAMS *D.P.*

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SERIAL C6574

LAUNDRY EMPLOYEES (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 132 of 2008)

The Honourable Mr Justice Staff

14 February 2008

ORDER

The Commission orders that:-

1. The duration of the Industrial Committee, known as the Laundry Employees (State) Industrial Committee published 9 July 1993 (275 I.G. 1068), be extended for a further period of three (3) years.
2. This order shall take effect from 14 February 2008.

C. G. STAFF J.

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SERIAL C6597

MARGARINE MAKERS (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 215 of 2008)

Mr Deputy President Sams

29 February 2008

ORDER

The Commission orders that:-

1. The duration of the Margarine Makers (State) Industrial Committee published 16 September 2005 (353 I.G. 931), be extended for a further period of three (3) years.
2. This order shall take effect from 21 February 2008.

P. J. SAMS *D.P.*

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SERIAL C6582

NURSERIES EMPLOYEES (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 145 of 2008)

Mr Deputy President Sams

21 February 2008

ORDER

The Commission orders that:-

1. The duration of the Nurseries Employees (State) Industrial Committee published 24 May 1996 (292 I.G. 1080), be extended for a further period of three (3) years.
2. Delete the reference to "Employers First" in the Industries and Callings of the Committee and insert in lieu thereof the following:

"Australian Federation of Employers and Industries"
3. This order shall take effect from 9 February 2008.

P. J. SAMS *D.P.*

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SERIAL C6583

OYSTER FARMS, &c. (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 146 of 2008)

Mr Deputy President Sams

21 February 2008

ORDER

The Commission orders that:-

1. The duration of the Oyster Farms, &c. (State) Industrial Committee published 23 June 2000 (316 I.G. 875), be extended for a further period of three (3) years.
2. This order shall take effect from 7 February 2008.

P. J. SAMS *D.P.*

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SERIAL C6585

PASTORAL EMPLOYEES (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 206 of 2008)

Mr Deputy President Sams

29 February 2008

ORDER

The Commission orders that:-

1. The duration of the Pastoral Employees (State) Industrial Committee published 24 May 1996 (292 I.G. 1078), be extended for a further period of three (3) years.
2. This order shall take effect from 11 February 2008.

P. J. SAMS *D.P.*

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SERIAL C6577

POTATO CRISP MAKERS (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 135 of 2008)

The Honourable Mr Justice Staff

14 February 2008

ORDER

The Commission orders that:-

1. The duration of the Industrial Committee, known as the Potato Crisp Makers (State) Industrial Committee published 16 September 2005 (353 I.G. 922), be extended for a further period of three (3) years.
2. This order shall take effect from 21 February 2008.

C. G. STAFF *J.*

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SERIAL C6586

**POULTRY FARM EMPLOYEES (STATE) INDUSTRIAL
COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 205 of 2008)

Mr Deputy President Sams

29 February 2008

ORDER

The Commission orders that:-

1. The duration of the Poultry Farm Employees (State) Industrial Committee published 1 April 2005 (349 I.G. 941), be extended for a further period of three (3) years.
2. Delete the reference to "Employers First" in the Industries and Callings of the Committee and insert in lieu thereof the following:

"Australian Federation of Employers and Industries"
3. This order shall take effect from 11 February 2008.

P. J. SAMS *D.P.*

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SERIAL C6573

**RACE CLUBS, &c., EMPLOYEES (STATE) INDUSTRIAL
COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 131 of 2008)

The Honourable Mr Justice Staff

14 February 2008

ORDER

The Commission orders that:-

1. The duration of the Industrial Committee, known as the Race Clubs, &c., Employees (State) Industrial Committee published 12 April 1996 (291 I.G. 1314), be extended for a further period of three (3) years.
2. Delete the reference to "Employers First" in the Industries and Callings of the Committee and insert in lieu thereof the following:

"Australian Federation of Employers and Industries"
3. This order shall take effect from 7 February 2008.

C. G. STAFF J.

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SERIAL C6567

SAWMILLERS, &c. (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch), Industrial Organisation of Employees.

(No. IRC 447 of 2008)

The Honourable Mr Justice Staff

22 April 2008

ORDER

The Commission orders that:-

1. The duration of the Industrial Committee, known as the Sawmillers, &c. (State) Industrial Committee published 26 July 1996 (293 I.G. 1315), be extended for a further period of three (3) years.
2. Delete the reference to "Employers First" in the Industries and Callings of the Committee and insert in lieu thereof the following:

"Australian Federation of Employers and Industries"
3. This order shall take effect from 21 February 2008.

C. G. STAFF J.

Printed by the authority of the Industrial Registrar.

SERIAL C6576

SOAP AND CANDLE MAKERS (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 134 of 2008)

The Honourable Mr Justice Staff

14 February 2008

ORDER

The Commission orders that:-

1. The duration of the Industrial Committee, known as the Asphalt Makers (State) Industrial Committee published 16 September 2005 (353 I.G. 917), be extended for a further period of three (3) years.
2. This order shall take effect from 21 February 2008.

C. G. STAFF J.

Printed by the authority of the Industrial Registrar.

SERIAL C6587

SUGAR FIELD WORKERS (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 204 of 2008)

Mr Deputy President Sams

29 February 2008

ORDER

The Commission orders that:-

1. The duration of the Sugar Field Workers (State) Industrial Committee published 26 April 1996 (292 I.G. 347), be extended for a further period of three (3) years.
2. Delete the reference to "Employers First" in the Industries and Callings of the Committee and insert in lieu thereof the following:

"Australian Federation of Employers and Industries"
3. This order shall take effect from 17 February 2008.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

SERIAL C6598

SURVEYORS' ASSISTANTS (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 211 of 2008)

Mr Deputy President Sams

29 February 2008

ORDER

The Commission orders that:-

1. The duration of the Surveyors' Assistants (State) Industrial Committee published 16 September 2005 (353 I.G. 914), be extended for a further period of three (3) years.
2. Delete the reference to "Employers First" in the Industries and Callings of the Committee and insert in lieu thereof the following:

"Australian Federation of Employers and Industries"
3. This order shall take effect from 21 February 2008.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

SERIAL C6599

**SYDNEY HARBOUR BRIDGE EMPLOYEES INDUSTRIAL
COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 214 of 2008)

Mr Deputy President Sams

29 February 2008

ORDER

The Commission orders that:-

1. The duration of the Sydney Harbour Bridge Employees Industrial Committee published 17 September 1993 (276 I.G. 678), be extended for a further period of three (3) years.
2. This order shall take effect from 1 April 2008.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

SERIAL C6571

**ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL
RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA08/14 - State Water Corporation & APESMA Salaried Officer Enterprise Agreement 2008**

Made Between: State Water Corporation -&- The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch).

New/Variation: Replaces EA06/146.

Approval and Commencement Date: Approved 2 June 2008 and commenced 1 July 2008.

Description of Employees: The agreement applies to all employees employed by State Water Corporation, located at Riverview Business Park, 36 Darling Street, Dubbo NSW 2830 who are engaged in the classifications listed in Tables 1, 2, 3, 4, 5 & 6 in clause 5 of this agreement and who fall within the coverage of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 and the State Water Corporation (Storages, Operations and River Infrastructure Staff) Award..

Nominal Term: 12 Months.

EA08/15 - Independent Cemetery Trust Enterprise Agreement 2008

Made Between: Independent Cemetery Trust -&- The Funeral and Allied Industries Union of New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 25 June 2008.

Description of Employees: The agreement applies to all employees employed by the Independent Cemetery Trust, PO Box 9, Lidcombe NSW 1825, who are appointed to one of the Classification Levels provided in clause 8 of this agreement, and who fall within the coverage of the Cemetery and Crematoria Employees (State) Award.

Nominal Term: 36 Months.

EA08/16 - Northern Suburbs Cemetery and Crematorium Trust trading as Macquarie Park Cemetery and Crematorium Enterprise Agreement 2008

Made Between: Northern Suburbs Cemetery and Crematorium Trust -&- The Funeral and Allied Industries Union of New South Wales Branch.

New/Variation: Replaces EA05/241.

Approval and Commencement Date: Approved 20 June 2008 and commenced 1 July 2008.

Description of Employees: The agreement applies to all employees employed by the Northern Suburbs Cemetery & Crematorium trading as Macquarie Park Cemetery, cnr Delhi and Plassey Roads, North Ryde NSW 2113, who are engaged in the classifications specified in clause 32 of this agreement and who fall within the coverage of the Cemetery and Crematoria Employees (State) Award.

Nominal Term: 36 Months.

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