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NEW SOUTH WALES  
**INDUSTRIAL GAZETTE**

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NEW SOUTH WALES

**INDUSTRIAL GAZETTE**

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

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### **INDUSTRIAL REGISTRAR**

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### **DEPUTY INDUSTRIAL REGISTRAR**

Mr A. G. MUSGRAVE



(318)

**SERIAL C3768**

## **PUBLIC HOSPITAL (CAREER MEDICAL OFFICERS) (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Salaried Medical Officers' Federation (New South Wales), industrial organisation of employees.

(No. IRC 8573 of 2001 & 77 of 2005)

Before The Honourable Justice Boland

26 May 2005

### **AWARD**

#### **PART A**

##### **1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Salaries
4.	Salary Increases and Work Value
5.	In-Charge Allowance
6.	Hours of Work
7.	Penalty Rates
8.	Time Worked
9.	Overtime
10.	On-Call and Call-Back
11.	Annual Leave
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14.	Personal/Carer's Leave, Family and Community Services Leave
15.	Uniform and Laundry Allowance
16.	Continuing Medical Education
17.	Settlement of Disputes
18.	Travelling Allowances
19.	Long Service Leave
20.	Maternity, Parental and Adoption Leave
21.	Trade Union Leave
22.	Labour Flexibility
23.	Anti-Discrimination
24.	Redundancy - Managing Displaced Employees
25.	Area, Incidence and Duration

#### **PART B**

Table 1 - Allowances

##### **2. Definitions**

"Area Health Service" means -an Area Health Service constituted pursuant to section 17 of the *Health Services Act 1997*.

"Hospital" means - a public hospital as defined under section 15 of the *Health Services Act 1997*.

"Corporation" means - the Health Administration Corporation.

"Association" means - the Australian Salaried Medical Officers' Federation (New South Wales) or the Health Services Union.

"Medical Officer" means - a person licensed or registered by the Medical Board of New South Wales pursuant to the *Medical Practice Act 1992* employed in a position covered by this Award.

"Career Medical Officer" means - a Medical Officer who is employed and/or appointed to a position, not being that of a medical officer in training, in a hospital, who may be required to undertake such duties and at such places as directed within such hospital.

"Authority" means - the Public Employment Office established under Chapter 6 of the *Public Employment and Management Act 2002*.

"Officer" means - a Career Medical Officer employed on a full-time or permanent part-time basis at a hospital, area health service or health facility.

### **3. Salaries**

#### **PART A**

Salaries for Career Medical Officers shall be as set out in the Health Professional and Medical Salaries (State) Award.

Career Medical Officers with less than five years postgraduate experience shall be appointed to Grade 1.

Career Medical Officers with five years postgraduate experience or more shall be appointed to Grade 2.

Progression within Grades 1 and 2 shall occur on the anniversary of appointment. Provided that nothing in this clause precludes the Employer, at the Employer's sole discretion, from:

- (i) initially appointing a Career Medical Officer to a higher step within the relevant grade; or
- (ii) accelerating a Career Medical Officer through the steps within the relevant grade irrespective of length of service.

A Career Medical Officer employed as at the date of the making of this Award shall be translated to either Grade 1 or Grade 2 in accordance with the criteria immediately above. The step within the grade will reflect his/her years of experience as a Career Medical Officer since appointment or since achieving five years postgraduate experience, as appropriate.

Provided that Career Medical Officers who at 20 April 2005 were Grade 2 or Grade 3 Career Medical Officers and who, subsequent to obtaining full registration, possessed seven years full-time experience (or seven years part-time experience with equivalent outside experience acceptable to the employer) in the New South Wales public health system will be translated to the Transitional Grade, provided that the rate payable on the Transitional Grade shall not be less than the rate payable under the translation provisions immediately above. The step within the Transitional Grade will be determined as follows:

Transitional Grade 1: Career Medical Officers currently on Grade 2 or Grade 3, Year 1

Transitional Grade 2: Career Medical Officers currently on Grade 3, Year 2

Transitional Grade 3: Career Medical Officers currently on Grade 3, Year 3

Progression within the Transitional Grade shall be in accordance with the provisions of this Award.



A Career Medical Officer appointed to the Transitional Grade shall be entitled to apply to be appointed to the Senior Career Medical Officer grade in accordance with the provisions of this Award. Provided that a Career Medical Officer who has been employed on the top step of the Transitional Grade for at least twelve months and who is appointed as a Senior Career Medical Officer shall be entitled to progress to the second step of the Senior Career Medical Officer grade after six months.

These translation arrangements will not change the anniversary date. Provided that no Career Medical Officer shall be paid less than the salary rate paid as at the date of the making of this Award (as amended by the salary increase effective 1 July 2004).

A grading committee consisting of two nominees of the Health Administration Corporation and two representatives of the Association(s) shall be constituted to consider and make recommendations to the employer in relation to appointment to the Senior Career Medical Officer grade. The committee shall meet to consider an application for progression to this grade by a Career Medical Officer within twenty-eight days of an application being submitted to the employer.

The grading committee shall not recommend appointment to the Senior Career Medical Officer grade unless the individual:

- (i) has at least seven years post graduate experience; and
- (ii) has a demonstrated capacity to perform clinical duties and responsibilities at a senior level with minimal clinical supervision in one or more areas of medical speciality; and
- (iii) is to perform clinical duties and responsibilities at a senior level with minimal clinical supervision in one or more areas of medical speciality as required by the employer.

If a grading committee does not recommend progression by a Career Medical Officer to Senior Career Medical Officer then the committee must provide written reasons to why progression was not recommended, which should provide guidance in respect of any future applications. Such written reasons must be provided to the Career Medical Officer within twenty-one days of the date of the meeting held to consider the application for regrading.

A Career Medical Officer shall not make more than one application for progression to Senior Career Medical Officer in any 12 month period.

A Senior Career Medical Officer will progress to the second step of the Senior Career Medical Officer grade on the anniversary of his or her commencement on that grade.

Individual Career Medical Officers employed as at the date of the making of this Award in receipt of a salary higher than that of Senior Registrar as set out in the Health Professional and Medical Salaries (State) Award may reach written agreement with their employer that overtime payment will be calculated on the salary ascribed to Senior Registrar, as varied from time to time. Any such agreement will require further written agreement on an annual basis.

## PART B

- (a) For the purpose of calculation of payments to officers pursuant to the provisions of this Award, one hour's pay shall be calculated in accordance with the following formula:

$$\frac{\text{Annual Salary}}{52.17857} \times \frac{1}{38}$$

and one day's pay shall be calculated by multiplying "one hour's pay" (as calculated in accordance with the above formula) by 7.6.

- (b) Officers shall be eligible to progress to the next higher step in the scale on the anniversary of the date on which they were appointed.

## PART C

### Permanent Part-Time Career Medical Officers -

- (i) A permanent part-time employee is one who is permanently appointed to work a specified number of hours which are less than those prescribed for a full-time employee.
- (ii) Employees engaged under Part C of this clause shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by Part A, with a minimum payment of two hours for each start and one thirty-eighth of the appropriate allowances prescribed by Clause 15, Uniform and Laundry Allowances, if applicable but shall not be entitled to an additional day off or part thereof as prescribed by Clause 6, Hours of Work.
- (iii) Employees engaged under Part C of this clause shall be entitled to all other benefits of this award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.
- (iv) Employees engaged under Part C of this clause are entitled to contribute to the appropriate superannuation scheme subject to the requirements of relevant legislation.
- (v) A permanent part-time employee will progress to the next incremental step every 12 months from the date of commencement of employment, provided the work performed by the employee outside the scope of the part-time agreement is commensurate with the experience of a full-time employee and is acceptable to the Employer. This subclause does not preclude accelerated progression.

### 4. Salary Increases and Work Value

The Corporation and the Associations agree that during the term of this Award the rates payable to Career Medical Officers will be increased by the same percentage increases (including retrospective adjustments) as may apply from time to time to the classification of Medical Officer under the Health Professional and Medical Salaries (State) Award.

The Corporation and the Associations acknowledge that all work value increases for the period up to 1 July 2004 are recognised by this Award, and shall not form the basis of any future claims.

### 5. In-Charge Allowance

An allowance as set out in Item 1 of Table 1 - Allowances shall be paid to officers for each twelve hours of duty or part thereof of continuous in-charge duty for responsibility for after hours medical services. This allowance shall be varied in accordance with increases in salary rates under this Award.

### 6. Hours of Work

- (i) The ordinary hours of work shall not exceed an average of 38 hours per week. This shall be achieved by rostering officers for duty over either forty hours in any period of seven consecutive days or eighty hours in any period of fourteen consecutive days and, in addition, then granting officers roster leave additional to that prescribed in subclause (ii) of this clause to the extent of one additional day per calendar month. Such additional roster leave may accumulate to a maximum of twelve days and shall be granted in multiples of one day for periods ranging from one day to two weeks. Upon termination of employment an officer shall be paid the monetary value of any untaken additional roster leave, calculated at the officer's ordinary time rate of pay as prescribed by Clause 3, Salaries.
- (ii) Officers shall be free from ordinary hours of duty for not less than two days in each week or where this is not practicable, four days in each fortnight. Where practicable, days off shall be consecutive and where possible additional rostered days off shall be combined with other rostered time off.

- (iii) No shift shall be less than eight hours in length on a weekday or less than four hours in length on a Saturday, Sunday or public holiday.
- (iv) No broken or split shifts shall be worked.
- (v) All time worked in excess of ten hours in any one shift shall be paid as overtime.
- (vi) Where in any pay period, an officer is not employed by a hospital for the whole of the pay period, the ordinary hours of work for the purpose of calculating salary for that pay period (i.e., 38 or 76 hours) will be adjusted by the following factor, rounded to the nearest whole number -

$$\frac{\text{Number of calendar days employed}}{\text{Number of calendar days in pay period}}$$

- (vii) Officers shall be given at least two weeks' notice of rosters to be worked in relation to ordinary hours of work and also where practicable, in relation to additional (overtime) rostered hours of work, provided that a hospital may change the rosters without notice to meet any emergent situation. This subclause shall not apply in respect of the granting by hospitals of additional roster leave pursuant to this clause.
- (viii) In the interests of patient care and the health and welfare of medical staff, officers shall have a break from duty for the purpose of taking a meal. There shall be a uniform meal break of 30 minutes except where locally agreed arrangements for a longer period are made (which shall not exceed one hour).
- (ix) If officers are required to work during their meal breaks they shall be paid for the time worked. Unless the employee is permitted to finish duty early on the same shift then overtime becomes payable once the total ordinary work time of the shift has elapsed.
- (x) Medical administrators are to establish simple and effective procedures in consultation with officers to record when staff are required to work through their meal breaks and to ensure that payment is made.

### **7. Penalty Rates**

Any ordinary hours worked between the following hours shall be paid at ordinary time plus the appropriate penalty rate:

- (i) Hours worked between 6.00 pm and midnight, Monday to Friday - 12.5%.
- (ii) Midnight and 8.00 am, midnight Sunday to midnight Friday - 25%.
- (iii) Midnight Friday and midnight Saturday - 50%.
- (iv) Midnight Saturday and midnight Sunday - 75%.

### **8. Time Worked**

Time worked means the time during which an officer is required by a hospital to be in attendance at a hospital for the purpose of carrying out such functions as the hospital may call on him/her to perform, and it shall include times when the officer, in waiting to carry out some active functions, is studying or resting or sleeping or engaged in any other activity.

Provided that time worked does not include uninterrupted breaks allowed and actually taken for meals.

Provided further that where an officer attends of his/her own volition outside of hours rostered on duty, or where an officer remains in attendance when formally released from the obligation to perform professional duties, the hospital shall not be liable to make any payment for such attendance.

### **9. Overtime**

- (i) All time worked by officers in excess of the ordinary hours specified in clause 6, Hours of Work, shall be paid at the rate of time and one half for the first two hours, and double time for the remaining hours worked, provided that all overtime performed on a Sunday shall be at double time.
- (ii) All time worked by employees employed pursuant to Part C, Permanent Part-Time Career Medical Officers, of clause 3, Salaries, in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift shall be paid at the appropriate overtime rate prescribed herein. Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on the shift concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
- (iii) An officer who works authorised overtime and was not notified on or prior to his/her previous shift of the requirement to work such overtime shall be paid in addition to payment for such overtime the meal allowance set out in Department of Health Information Bulletin 2004/6, as amended from time to time:
  - (a) for breakfast when commencing such overtime work at or before 6.00 am;
  - (b) for an evening meal when such overtime is worked for at least one hour immediately following his/her normal ceasing time, exclusive of any meal break and extends beyond or is worked wholly after 7.00 pm;
  - (c) for luncheon when such overtime extends beyond 2.00 pm on Saturdays, Sundays or holidays;or shall be provided with adequate meals in lieu of such payments.
- (iv) Provided however that an officer employed in a community health facility shall be granted time in lieu of overtime payments. Such time in lieu shall be taken within three months of accrual and at ordinary time. If such accrued time in lieu is unable to be taken within the three month period, it is to be paid out at the end of the three month period in accordance with subclause (i) above at the current rates of pay then applying.

#### **10. On-Call and Call-Back**

- (i) An "on-call period" is a period during which an officer is required by the employer to be on-call. No employee shall be required to remain on call while on leave.
- (ii) For the purposes of calculation of payment of on-call allowances and for call-back duty, an on-call period shall not exceed 24 hours.
- (iii) An officer shall be paid for each on-call period which coincides with a day rostered on duty an allowance as set out in Item 2 of Table 1 – Allowances and for each on-call period coinciding with a rostered day off an allowance as set in the said Item 2 with a maximum payment as set out in the said Item 2 per week. These allowances shall be varied in accordance with increases in salary rates under this Award.
- (iv) An officer who is called back for duty shall be paid for all time worked at the appropriate overtime rate, with a minimum of four hours at such rates. If an officer is called back on more than one occasion during the call back period for which he or she is paid, the officer will not be entitled to further payment until the expiration of the four hour payment period.
- (v) The amounts specified in subclause (iii) shall be taken to include expenses incurred in taking telephone calls at one's own residence and other expenses incurred being available for emergency duty.

#### **11. Annual Leave**

- (i) All officers shall be allowed four calendar weeks leave of absence on full pay in respect of each twelve months service as defined in this Award plus one day on full pay in respect of each public holiday occurring within the period of such leave.

- (ii) Officers who are required to work on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes shall be entitled to receive additional annual leave in respect of each complete period of eight hours so worked as follows:
  - (a) if 35 or more such periods on such days have been worked - one week;
  - (b) if less than 35 such periods on such days have been worked - leave proportionately calculated on the basis of 38 hours leave for 35 such periods worked;
  - (c) work performed by reason of call-backs pursuant to clause 9, Overtime, shall be disregarded when assessing an officer's entitlement under this subclause.
  - (d) The calculations referred to in paragraphs (a) and (b) of this sub-clause shall be made to the nearest one-fifth of the ordinary hours worked, half or more than half of one-fifth being regarded as one-fifth and less than half being disregarded.
- (iii) Annual leave shall be given and shall be taken within a period of six months after the date when the right to annual leave accrued; provided that the giving and taking of the whole or any separate period of such annual leave may, by mutual agreement between the employer and the officer, be postponed for a further period not exceeding six months.
- (iv) If the officer and the employer so agree, the annual leave or any such separate periods may be taken wholly or partly in advance before the officer has become entitled to that leave, but where leave is taken in such circumstances a further period of annual leave shall not commence to accrue until the expiration of the twelve months in respect of which the annual leave or part thereof has been so taken.
- (v) Except as provided by this clause, payment shall not be made to an officer in lieu of any annual leave or part thereof nor shall any such payment be accepted by the officer.
- (vi) The officer shall be given at least two months notice of the date from which his/her annual leave is to be taken.
- (vii) Each officer shall be paid before entering upon annual leave his/her ordinary rate of salary for the period of leave.
- (viii) Where the employment of an officer is terminated, the officer shall be entitled to receive proportionate payment for each completed month of service, together with such additional annual leave entitlements due under sub clause (ii). All payments are to be made at the rate of salary to which such officer is entitled under this Award.
- (ix) Where the annual leave under this clause or any part thereof has been taken in advance by an officer pursuant to sub clause (iv), of this clause; and
  - (a) the employment of the officer is terminated before he/she has completed the year of employment in respect of which such annual leave or part thereof was taken; and
  - (b) the sum paid to the officer as ordinary pay for the annual leave or part so taken in advance exceeds the sum which the employer is required to pay to the officer under sub clause (viii) of this clause, the employer shall not be liable to make any payment to the officer under the said sub clause (viii); andshall be entitled to deduct the amount of such excess from any remuneration payable to the officer upon the termination of the employment.
- (x) Any annual leave which had accrued to an officer employed immediately prior to the operative date of this Award under the provisions then in force and who continues in employment under this Award shall

remain to his/her credit and such leave may be allowed as provided in this clause in addition to any other leave which has accrued to an officer under the provisions of this clause.

(NOTATION: The conditions under which the annual leave loading shall be paid to officers are the same as generally applied through circulars issued by the Corporation).

## 12. Public Holidays

- (i) Public Holidays shall be allowed to officers on full pay.
- (ii) Where an officer is required to and does work on any of the public holidays, as set out in this clause, the officer shall have one day added to the period of his/her annual leave for each public holiday so worked unless time off in respect of time worked on any such public holiday has already been granted to the officer. The provisions of this sub clause shall also apply to officers where a public holiday falls on a rostered day off.
- (iii) For the purpose of this clause, the following shall be deemed to be public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, or in lieu of any such day any holiday proclaimed in lieu thereof, together with any other day duly proclaimed as a special day and observed as a public holiday within the area in which the hospital in which the officer is employed is situated.
- (iv) All hours worked on public holidays shall be paid at the rate of time and one half.

## 13. Sick Leave

- (i) An officer shall be allowed sick leave on full pay calculated by allowing 76 rostered ordinary hours of work for each year of continuous service less any sick leave on full pay already taken subject to the following conditions:
  - (a) The employer may require the sickness to be certified to by the medical superintendent or by a legally qualified medical practitioner, approved by the hospital, or may require other satisfactory evidence thereof. This requirement shall be dispensed with where the absence does not exceed two consecutive days.
  - (b) An officer shall not be entitled to sick leave until the expiration of three months' continuous service.
  - (c) Each officer shall take all reasonably practicable steps to inform the employer of his or her inability to attend for duty and as far as possible state the estimated duration of the absence. Where practicable such notice shall be given within twenty-four hours of the commencement of such absence.
  - (d) An officer shall not be entitled to sick leave on full pay for any period in respect of which such officer is entitled to workers' compensation; provided, however, an employer shall pay to an officer who has sick leave entitlements under this clause, the difference between the amount received as workers' compensation and full pay, if the employee elects such payment. The officer's sick leave entitlements under this clause shall, for each week during which such difference is paid, be reduced by that proportion of hours which the difference paid bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.
  - (e) An officer not eligible for sick leave during periods when he/she would have normally been rostered on overtime shifts.
- (ii) Continuous service for the purpose of this clause shall be calculated in the same manner as provided for in paragraph (a) of subclause (ii) of Clause 19, Long Service Leave.

- (iii) Full pay for the purpose of this clause shall include the uniform allowance where payable under clause 15, Uniform and Laundry Allowance.
- (iv) Sick leave as defined shall accrue and be transferable between hospitals, at the rate of 76 rostered ordinary hours of work per year of continuous service, minus leave taken.
- (v) Any sick leave which had accrued to an officer employed immediately prior to the operative date of this Award, under the provisions then in force and who continues in employment under this Award shall remain to his/her credit and such leave may be allowed as provided in this clause in addition to any other leave which has accrued to an officer under the provisions of this clause.
- (vi) Subject to the provision of a satisfactory medical certificate and sick leave being due, annual or long service leave shall be re-credited where an illness of at least a week's duration occurs during the period of annual or long service leave, provided that the period of leave does not occur prior to retirement, resignation or termination of service.

#### **14. Personal/Carer's Leave, Family and Community Services Leave**

Employees shall be granted Personal/Carer's Leave, Family and Community Services Leave in accordance with Health Department Circular No 97/11, as amended from time to time.

#### **15. Uniform and Laundry Allowances**

- (i) Sufficient suitable and serviceable uniforms shall be provided for each officer required to wear a uniform and such uniforms shall be laundered at the expense of the hospital.
- (ii) Where a hospital requires a uniform to be worn but does not provide such uniform, the following allowances shall be paid:
  - (a) where a full uniform, including special shoes, is required, an amount per week as set in Item 3 of Table 1 - Allowances;
  - (b) in other cases, an amount as also set in Item 3 of Table 1.

#### **16. Continuing Medical Education**

- (i) After 12 months employment, a Career Medical Officer shall be entitled to 7 days of paid leave per annum for the purposes of Continuing Medical Education and professional development. This entitlement can accrue to a maximum of 21 days. The value of such leave is not payable on termination.
- (ii) The approval of the employer is required for such leave, which must not interfere with the maintenance of essential services and patient care. Approval shall not be unreasonably withheld.
- (iii) The Continuing Medical Education or professional development activities undertaken during such paid leave must be relevant to the position occupied by the officer.
- (iv) Expenses associated with such leave are to be reimbursed by the employer, provided that no expenses or allowances shall be payable in respect of travel or accommodation outside Australia, except in respect of courses run under the auspices of a recognised Australasian Specialist College in New Zealand. The provisions of the NSW Health Official Travel Circular shall apply to any travel under this clause.
- (v) Expenses shall be reimbursed where the approved Continuing Medical Education or professional development activity falls on days that would not otherwise be working days.

#### **17. Settlement of Disputes**

- (i) Where a dispute arises in a particular section which cannot be resolved between the employees or their representative and the supervising staff, it shall be referred to the chief executive officer of the hospital or establishment or his/her nominee, who will arrange for the matter to be discussed with the employees concerned and a local representative or representatives of the Association.
- (ii) Failing settlement of the issue at this level, the matter shall be referred to the Health Administration Corporation and the Head Office of the Association(s). The dispute will then be dealt with pursuant to subclause (v) of this clause.
- (iii) While these procedures are continuing, no stoppage of work or any form of ban or limitation of work shall be applied. Unless agreed otherwise by the parties the status quo before the emergence of the issue must continue while these procedures are being followed. For this purpose “status quo” means the work procedures and practice in place:
  - (a) immediately before the issue arose; or,
  - (b) immediately before any change to those procedures or practices, which caused the issue to arise, was made.
- (iv) The Association(s) reserve(s) the right to vary this procedure where it is considered a safety factor is involved.
- (v) With a view to an amicable and speedy settlement, all disputes that firstly cannot be settled in accordance with subclauses (i) and (ii) of this clause may be submitted to a committee consisting of not more than six members with equal representatives of the Corporation and the Association(s). Such committee shall have the power to investigate all matters in dispute and to report to the Chief Executive Officer and the Association(s) respectively with such recommendation as it may think right and in the event of no mutual decision being arrived at by such committee, the matter in dispute may be referred to the industrial committee.
- (vi) This clause shall not interfere with the rights of either party to institute proceedings for the determination of any matter in accordance with the *Industrial Relations Act 1996*.

### 18. Travelling Allowances

- (i) An officer seconded to another hospital may be granted a daily travel allowance at the rate of the difference between the cost of travel by public transport to his/her normal place of employment and travel by public transport to the seconding hospital. Provided that where an officer drives his/her own vehicle, he/she shall, in lieu, be eligible for an allowance equivalent to the transport allowance rate payable to members of the New South Wales Public Service as determined by the Authority from time to time, for the difference between the distance to his/her normal place of employment and the distance to the seconding hospital.
- (ii) An officer who, with the approval of the chief executive officer, uses on official business, a motor vehicle maintained primarily for other than official business, shall be paid the abovementioned allowance from time to time effective. However, where it is estimated that an officer will, with the approval of the chief executive officer, be required to use his/her private vehicle on official business on at least 50 days during any period of 12 months and during that period aggregate at least 805 kilometres of official running, he/she shall be paid at the official business rate prescribed by the Regulation of the Authority at the rate in force from time to time throughout the year.
- (iii) For the purpose of sub-clause (ii) travel on official business:
  - (a) occurs when an officer is required by the chief executive officer as part of his/her duty to use his/her motor vehicle to attend away from his/her normal place of employment or seconding hospital to another clinic, annexe or hospital. Where an officer travels on official business direct



from his/her place of residence to a clinic, annexe or hospital, other than his/her normal place of employment he/she shall be paid for the difference between the distance to his/her normal place of employment or seconding hospital and that other annexe, clinic or hospital;

- (b) does not include "call backs";
- (iv) Nothing in this clause shall make the employer liable for the cost of the officer's daily travel to his/her usual and normal place of employment.

NOTATION:

- (1) For conditions relating to secondments see relevant Departmental circulars.
- (2) Travelling compensation applies to staff required to work at centres other than their headquarters).

### 19. Long Service Leave

- (i)
  - (a) Each officer shall be entitled to two months' long service leave on full pay after ten years' service; thereafter additional long service leave shall accrue on the basis of five months' long service leave for each ten years' service.
  - (b) Where the services of an officer with at least five years' service as an adult and less than ten years' service are terminated by the employer for any reason other than the officer's serious and wilful misconduct, or by the officer on account of illness, incapacity or domestic or other pressing necessity, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.
- (ii) For the purposes of sub-clause (i) of this clause -
  - (a) "Service" shall mean continuous service in one or more hospitals. For the purpose of this paragraph, continuous service shall have the same meaning as in the *Transferred Officers Extended Leave Act, 1961*.
  - (b) Provided that broken periods of service in one or more hospitals shall count as service subject to the following:
    - (1) Where an officer after ceasing employment in a hospital subsequent to the 1st July, 1974, any service of that officer before he/she was so re-employed shall not be counted for the purpose of determining any long service leave due to that officer in respect of his/her service after he/she was so re-employed.
    - (2) Where an officer, after ceasing employment in a hospital is re-employed in a hospital subsequent to the 1st July, 1974, any service of that officer before he/she was so re-employed shall not be counted for the purpose of determining any long service leave due to that officer in respect of his/her service after he/she was so re-employed unless he/she has completed at least five years' continuous service from the date of his/her being so re-employed.
- (c) Service shall not include -
  - (1) any period of leave without pay except in the case of officers who have completed at least ten years service (any period of absence without pay being excluded there from) in which

case service shall include any period of leave without pay not exceeding six months taken after 1st July, 1974;

- (2) any period of part-time service, except permanent part-time service as per clause 3, Salaries, Part C.
- (iii) Long service leave shall be taken at a time mutually arranged between the employer and the officer.
- (iv)
- (a) On the termination of employment of an officer, otherwise than by his/her death, an employer shall pay to the officer the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the officer at the date of such termination; provided that where an officer is transferring from one hospital to another he/she may, if he/she so desires and by agreement with his/her present employer and his/her proposed employer, be allowed to retain his/her credit to long service leave in lieu of payment of the monetary value under this sub-clause.
- (b) Where an officer who has acquired a right to long service leave, or after having had five years service as an adult and less than ten years service, dies, the officer's Estate shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such officer had his/her services terminated as referred to in subclause (i) (b), and such monetary value shall be determined according to the salary payable to the officer at the time of his/her death.
- (v) Rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at 1st July, 1974 may have accrued or may be accruing to an officer and shall apply only to persons in the employ of the employer on or after 1st July, 1974. Where an officer has been granted long service leave or has been paid its monetary value prior to 1st July, 1974 the employer shall be entitled to debit such leave against any leave to which the officer may be entitled pursuant to this clause.

## 20. Maternity, Parental and Adoption Leave

The provisions of Department of Health Policy Directive PD2005\_133 'Managing Parental Leave for Employees in the NSW Health System' as amended from time to time, shall apply.

## 21. Trade Union Leave

### (i) Eligibility

Applies to members of the Association(s) accredited by the Association(s) as delegates.

### (ii) Paid Special Leave

Paid special leave is available for attendance at:

- (a) annual or bi-annual conferences of the delegate's union; and
- (b) meetings of the union's executive/committee of management;
- (c) authorised union delegate meetings;
- (d) annual conference of the Labor Council of NSW;
- (e) bi-annual conference of the Australian Council of Trade Unions.
- (iii) Limits

There is no limit on the special leave that could be applied for or granted.

## (iii) Responsibilities of the Union Delegate

Responsibilities of the union delegate are:

- (a) to establish accreditation as a delegate with the union;
- (b) to provide sufficient notice of absence to the employer; and,
- (c) to lodge a formal application for special leave.

## (v) Responsibilities of the relevant Association

Responsibilities of the relevant Association are:

- (a) to provide documentary evidence to the employer about an accredited delegate in sufficient time to enable the employer to make arrangements for performance of duties;
- (b) to meet all travelling, accommodation and any other costs incurred by the accredited delegate; and,
- (c) to provide the employer with confirmation of attendance of the accredited delegate.

## (vi) Responsibilities of the Employer

Responsibilities of the employer are:

- (a) to release the accredited delegate for the duration of the conference or meeting;
- (b) to grant special leave (with pay); and,
- (c) to ensure that the duties of the absent delegate are performed in his/her absence, if appropriate.

## (vii) Period of Notice

Generally, dates of conferences or meetings are known well in advance and it is expected that employers would be notified as soon as accreditation has been given to a delegate or at least two weeks before the date of attendance.

Where extraordinary meetings are called at short notice, a shorter period of notice would be acceptable, provided such notice is given to the employer as soon as advice of the meeting is received by the accredited delegate.

## (viii) Travel Time

Where a delegate has to travel to Sydney, inter or intra state, to attend a conference or meeting, special leave will also apply to reasonable travelling time to and from the venue of the conference or meeting.

No compensation, such as time off in lieu, is to be provided if travel can be and is taken on an accredited delegate's non-working day or before or after their normal hours of work.

## (ix) Payment of Allowances

No allowances will be claimable in cases of special leave granted for attendance at union conferences or executive meetings covered by this Clause – see also subclause (v) above.

## 22. Labour Flexibility

- (i) An employer may direct an employee to carry out such duties as are reasonable, and within the limits of the employee's skill, competence and training consistent with employee's classification, grouping and/or career stream provided that such duties are not designed to promote deskilling.
- (ii) 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 properly trained or has otherwise acquired the necessary skills in the use of such tools and equipment.
- (iii) Any direction issued by an employer pursuant to sub-clause (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy work environment.
- (iv) Existing provisions with respect to the payment of mixed functions/higher duties allowances shall apply in such circumstances. In no circumstances shall an employee's salary be reduced by the application of this clause.

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

### **24. Redundancy - Managing Displaced Employees**

Employees shall be entitled to the provisions of Health Department Policy Directive PD2005\_517 'Displaced Employees - Managing', as amended from time to time.

### **25. Area, Incidence and Duration**

This Award rescinds and replaces The Public Hospital (Career Medical Officers) (State) Award published 3 August 2001 (326 IG 811) and all variations thereof.

This Award shall apply to all officers as defined herein, and shall take effect on and from the beginning of the first pay period to commence on or after 26 May 2005 and it shall remain in force thereafter for a period of three years.

The provisions of this Award do not apply to medical officers who are employed as Interns, Resident Medical Officers, Registrars or Senior Registrars.

## PART B

**Table 1 - Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	5	In charge Allowance	23.00
2	10(iii)	On-call Allowance per on-call period which coincides with a day rostered on duty	25.00
		On-call Allowance per on-call period which coincides with a rostered day off	50.00
		per week	175.00
3	15(ii)(a)	Uniform Allowance -	
		Full Uniform including special shoes if required	2.30 per week
		Other cases	1.70 per week

R. P. BOLAND J.

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Printed by the authority of the Industrial Registrar.

(1806)

**SERIAL C3753****AUSTRALIAN INLAND AND ELECTRICAL TRADES UNION  
INDUSTRIAL ENTERPRISE AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Electrical Trades Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 5891 of 2004 )

Before Mr Deputy President Sams

26 October 2004

**AWARD****Arrangement**

Clause No.	Subject Matter
1.	Anti-Discrimination
2.	Coverage and Parties
3.	Date and Period of Operation
4.	Objectives
5.	Future Negotiations
6.	Collective Enterprise Agreements
7.	Consultative Process
8.	Consultative Committees
9.	Introduction of Change
10.	Union Delegates' Rights
11.	Grievance and Dispute Resolution Procedure
12.	Disciplinary and Counselling Procedure
13.	Terms of Employment
14.	Permanent Part Time Employment
15.	Temporary Employees
16.	Casual Employees
17.	Apprentices and Trainees
18.	Appointments and Grading
19.	Mixed Duties and Functions
20.	Hours of Work
21.	Flexible Working Hours
22.	Shift Work
23.	Quick Shift
24.	On Call and Standing By
25.	Payment
26.	Salary Sacrifice
27.	Overtime - Other than for Shift Workers
28.	Rest Period after Overtime
29.	Meal Time and Allowances
30.	Redundancy
31.	Sick Leave
32.	Personal Carer's Leave
33.	Annual Leave
34.	Long Service Leave
35.	Parental Leave
36.	Jury Service
37.	Award Holidays

38. Bereavement Leave
39. Accident Pay
40. Travelling Time and Fares
41. Drivers Licences
42. Private Motor Vehicle - Allowances
43. Trade Union Leave
44. Training
45. Apprentices/Trainees
46. Living Away
47. Camping
48. First Aid Allowance
49. Leading Hand Allowance
50. Tools
51. Area Climate Allowance
52. Aircraft Allowance
53. Radio and Communications Tower - Climbing Allowance
54. Uniforms/Protective Clothing
55. Wet Weather and Extreme Conditions
56. Outsourcing
57. No Extra Claims
58. Leave Reserved
59. Classifications and Rates Of Pay  
 Classification: Professional, Supervisory And Support Staff (Corporate And Retail)  
 Classification: Information Technology Staff  
 Classification: Corporate And Retail Support Staff  
 Classification: Professional Officer (Network)  
 Classification: Supervisory And Technical Support Officer (Network)  
 Classification: Materials Management Officer  
 Classification: Technician  
 Classification: Energy Distribution Worker  
 Classification: Assistant  
 Classification: Trainee, Non Professional  
 Classification: Trainee, Professional
60. Allowances
61. Appendix 1
62. Appendix 2
63. Appendix 3
64. Appendix 4
65. Appendix 5

### Definitions

#### Ordinary Pay

"Ordinary Rate of Pay" shall mean - the rate of pay prescribed for work being performed in accordance with the classification contained within this award.

#### Consultative Process

A formal consultative process with employees to achieve the objectives contained in clause (4) of this Enterprise Award and to ensure that the views of employees are taken into account by the Australian Inland (AI) and that AI has an informed basis on which to make decisions. The union will be entitled to access to the consultative process detailed in clause (7).

### 1. Anti-Discrimination

It is the intention of the parties to seek to achieve the object in Section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age. The parties have obligations to take all necessary steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effect.

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.

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 person's 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 Enterprise Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

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

### 2. Coverage and Parties

- (i) This Enterprise Award shall apply to Australian Inland and its employees.
- (ii) This Enterprise Award governs all employment, wages, and conditions of the employees to whom this Enterprise Award applies and takes precedence and overrides any previous award, agreement or contract.
- (iii) This Enterprise Award shall be registered in the Industrial Relations Commission of New South Wales as the "Australian Inland and Electrical Trades Union Industrial Enterprise Award 2004". The parties are Australian Inland, Electrical Trades Union and [respondent union/s]
- (iv) For the avoidance of doubt this Award is not intended to apply to any employee if that employee is receiving a Total Remuneration Package which exceeds the highest classification (inclusive of super) as detailed in the classifications & rates of pay under this award.

### 3. Dates and Period of Operation

This Enterprise Award shall commence on 1st January 2004 and shall expire on 31st December 2005 [2 year agreement]

### 4. Objectives

The parties to this Enterprise Award will work towards the achievement of the following objectives:

- (i) Australian Inlands values, business objectives and key performance areas, eliminating workplace accidents and delighting our customers.
- (ii) To be the leading and preferred provider of retailing, distribution, maintenance and construction of water, energy and utility services to inland Australia.
- (iii) Development of on going career opportunities and the development of training and occupational health and safety programs and policies.



- (iv) Commitment to and involvement in Australian Inlands quality service and continuous improvement programs.
- (v) Commitment to and involvement in consultative processes for continuous organisational improvement.
- (vi) Commitment to and involvement in the agreed dispute settlement procedure.
- (vii) To recognise the contributions of all employees to improvements in productivity, efficiency, and their participation in the achievement of these objectives.
- (viii) To provide terms and conditions of employment in conjunction with Australian Inlands policies with a view to maximising job security.

### **5. Future Negotiations**

At least six (6) months before the nominal expiry date of this Enterprise Award the parties shall commence negotiations for a replacement Enterprise Award.

### **6. Collective Enterprise Agreements**

AI is committed to collective bargaining and will not enter into individual employment contracts with employees covered by this Enterprise Award without the agreement of the unions representing the employee.

When employees move through the highest classification (inclusive of super) as detailed in the classifications & rates of pay under this award, they may elect to enter into individual contracts with AI. This is optional and at the discretion of both the employee and employer.

Any contract offers will be advised to the relevant union as per our agreement relating to consultation (refer to clause 7).

### **7. Consultative Process**

The parties concerned will use this consultative process where alternatives to this Enterprise Award's provisions are being considered.

Participation in the consultative process by all parties shall be from the onset where alternatives to the provisions of this Enterprise Award are being considered.

- (i) All parties concerned are to be involved in the analysis and decision making process about a proposed alternative arrangement.
- (ii) Australian Inland will take all possible means to ensure that any adverse effect on an employee will be minimised or resolved.
- (iii) Employees, their Union or Australian Inland may initiate the consultative process.

### **8. Consultative Committees**

- (i) Consultative committees will be established by mutual agreement by the parties to this Enterprise Award. A consultative committee shall comprise representatives of Australian Inland and employees.
- (ii) The role of a consultative committee shall be to discuss and develop methods of achieving the objectives of this Enterprise Award, addressing difficulties or impediments to the achievement of those objectives, and developing alternative arrangements permitted under this Enterprise Award.
- (iii) The form, structure and procedures of consultative committee meetings shall be determined by agreement between Australian Inland and the employees.

- (iv) The members of a consultative committee reserve the right to seek advice on matters under discussion by the consultative committee.
- (v) Consultative committees shall not be utilised in respect of matters which are being or should be processed pursuant to the Grievances and Disputes Settlement procedures.
- (vi) Senior management and the unions may attend and participate in consultative committee meetings.

### **9. Introduction of Change**

- (i) Where Australian Inland (AI) makes a decision to introduce major changes in production, program, organisation, structure or technology for reasons of an economic, technological, structural or similar nature, that will have significant effects on employees, AI shall consult with the staff and union/s who may be affected.
- (ii) "Significant effects" include termination of employment, major changes in the composition, operation and size of Australian Inlands 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.
- (iii) AI shall discuss with employees affected and the union/s, the effects the changes are likely to have on employees and measures to minimise their impact on employees, and shall give prompt response to matters raised by the employees and the union/s.
- (iv) For the purpose of this subclause, consultation means the parties will consult and confer. Nothing in this subclause should imply that consultation includes negotiation, nor should it imply agreement.

### **10. Union Delegates' Rights**

Union Delegates at Australian Inland shall have the right to:

- (i) Approach, or be approached by a member for the payment of Union dues or other payments, or to discuss any matter related to this member's employment, during working hours.
- (ii) After advising the employer upon arrival and obtaining permission the right of the Union organiser/official and the Union delegate to move freely for the purpose of consulting other delegates during working hours and to negotiate with the management together with other Union delegates on behalf of all or part of the members and on any matters in accord with Union policy affecting the employment of members.
- (iii) Call meetings and for members to attend these meetings on the job, such meetings to be outside of work time unless prior permission obtained.
- (iv) Have protection for victimisation and this right to be expressed in prohibiting the employer seeking to separate the Union delegate from the Union members that elected them without first consulting with the Union.
- (v) Have access to a telephone, computer, intranet and internet, to have within their work proximity suitable cupboards and furniture to enable them to keep records, Union circulars, receipt books, etc so as to efficiently carry out the Union responsibilities.
- (vi) Place notices on notice boards after advising the employer of the notice details. Notices can be placed on notice boards dealing with matters of interest to members and within the policy of Australian Inland.
- (vii) Attend meetings (eg regional, organisational or delegates) held by the Union in which they hold office without loss of any or rights following the approval of the Australian Inland.

- (viii) Have all agreements and arrangements negotiated with Australian Inland set out in writing, and for these agreements and arrangements, including Awards, to be provided to delegates on request.

### **11. Grievances and Dispute Resolution Procedure.**

- (i) Workplace grievances should be prevented, and disputes resolved, by the provision of information and explanation, and by consultation, co-operation and negotiation, as quickly as possible, and at the lowest level possible within Australian Inland.
- (ii) When an employee believes that a grievance or dispute has arisen or is likely to occur, regarding an employment matter, the following steps will be taken:

#### Step 1.

The employee will discuss with their supervisor the substance of the grievance or dispute and will state the remedy sought. The supervisor will investigate the grievance or dispute and will respond to the employee within two working days.

#### Step 2.

Should the grievance or dispute remain unresolved, the employee will notify the relevant departmental or divisional manager, in writing, of the substance of the grievance or dispute, state the remedy sought, and request a meeting to discuss the matter. The departmental or divisional manager will investigate the grievance or dispute, will respond to the employee within two working days and will, if necessary, arrange a meeting of all concerned parties, including the Union, to address and resolve the matter. The meeting will be conducted within five working days, or such longer period as may be determined by mutual agreement.

#### Step 3.

Should the grievance or dispute remain unresolved, a conference will be arranged, by mutual agreement, for Australian Inland and the Union to address and resolve the matter

#### Step 4.

Should the grievance or dispute remain unresolved, Australian Inland or the Union may refer the matter to the appropriate industrial tribunal for resolution.

- (iii) An employee will be entitled to seek the advice, assistance and attendance of their Union Delegate or Industrial Officer, or an employee representative, at any stage of this procedure.
- (iv) This procedure will not prevent Australian Inland or the Union from making direct representations to one another on any matter giving rise, or likely to give rise, to a grievance or dispute.
- (v) During the application of the grievance and dispute resolution procedure, the normal work situation that existed prior to the grievance or dispute arising will, where practicable, be maintained and no party will be prejudiced.

### **12. Disciplinary and Counselling Procedure**

- (i) Australian Inland shall promulgate and implement an agreed disciplinary and counselling procedure containing provisions for the downgrading of employees who breach safety standards in force at Australian Inland.
- (ii) Australian Inland shall promulgate and implement with agreement by the parties to this Enterprise Award, a disciplinary and counselling procedure containing provisions for the downgrading of employees who breach safety standards in force at Australian Inland.

- (iii) The intent of the procedure is that disciplinary action be used as a last resort.
- (iv) In most instances relating to the performance or conduct of staff, counselling of staff members should be considered as an alternative to embarking on more formal disciplinary action. In any case (with the exception of serious misconduct), counselling should be the preliminary step to disciplinary procedures.
- (v) To immediately categorise a situation as disciplinary would generally be counter-productive and may create an antagonistic environment, making positive improvement difficult to achieve. Immediate disciplinary action would also deny the staff member's right to respond at the earliest opportunity to any concerns and could discourage the disclosure of the cause of any problem.
- (vi) An investigation team will assess each case before any decision is made to down grade an employee. The team will consist of the representative from HR, the supervisor/manager and union representative.

#### Appeals

- (i) An employee against whom disciplinary action has been taken has a right to appeal. Any appeal shall be lodged within 14 days of receiving a copy of AI's determination. Appeals are to be lodged with the General Manager Human Resources and will include a written notice of appeal specifying the grounds for appeal against the Investigating teams determination, together with the submissions the employee wishes to have considered in support of the appeal.
- (ii) Upon receipt of a written notice of appeal the GMHR in consultation shall convene an Appeal Committee consisting of the GMHR, Union representative and an independent officer.
- (iii) The Appeal Committee shall consider the Investigating Committee's determination and reasons and the employee's grounds of appeal and submissions, together with any other material that it may call for.
- (iv) The Appeal Committee shall not be obliged to conduct a hearing or receive oral submissions nor shall the rules of evidence apply to its deliberations.
- (v) The Appeal Committee shall determine the appeal by allowing it in whole or in part, in which event it shall set aside AI's determination in regard to disciplinary action and substitute its own determination as the determination of AI, or dismiss the appeal in which event the disciplinary action taken by AI shall be of full force and effect.

### 13. Terms of Employment

- (i) Notice of Termination:
  - (a) To terminate employment, an employee shall give written notice of termination of employment of not less than four days. Australian Inland shall give written notice of termination of employment of not less than four weeks. The period of notice may be reduced by mutual agreement.
  - (b) Where an employee is over 45 years of age and has completed at least two years' continuous service with Australian Inland, an additional week of notice must be given by the employer.
  - (c) Except where the period of notice is reduced by mutual agreement, payment or part payment in lieu of notice shall be made by Australian Inland if the full notice or part notice is not given. If the employee fails to give notice or gives incomplete notice, Australian Inland shall withhold an amount of money for the period of notice not given from any termination payment due to the employee.
  - (d) The period of notice shall not apply to summary dismissal.

(ii) Time off Work during the Period of Notice

An employee working during notice of termination (notice given by the employer) shall be allowed at least one day off with pay to look for work. Time off shall be convenient to the employee after consultation with Australian Inland. Further time off may be granted at Australian Inlands discretion.

(iii) Statement of Employment

(a) Australian Inland shall, give an employee whose employment has been terminated, a written statement specifying the period of employment and the classification and type of work performed by the employee.

(b) Australian Inland will provide telephone references relating to former AI employees from prospective employers when requested.

#### **14. Permanent Part Time Employment**

(i) A part time employee is an employee who works less than the number of ordinary hours worked by full time employees.

(ii) Part time employees shall be paid an hourly rate calculated by dividing the appropriate salary by the number of hours worked by full time employees in the same classification.

(iii) A part time employee shall be entitled to Enterprise Award conditions. Annual leave, long service leave and all other authorised leave shall be on a proportional basis as the employee's average hours of work relate to those worked by full time employees.

(iv) A part time employee shall receive overtime rates for any time worked in excess of the ordinary hours specified for a full time employee.

#### **15. Temporary Employees**

(i) A temporary employee is an employee employed temporarily for a period of not more than twelve months and includes a temporary part-time employee.

(ii) A casual employee shall not be employed as a temporary employee.

(iii) Temporary employment shall not be used as alternative to full time employment

(iv) Full time or part time temporary employees shall be paid the rate of pay as is applicable for the classification to which they have been appointed.

(v) Temporary employee shall be entitled to the same wage, conditions and entitlements as a permanent employee in the same classification as the temporary employee, together with agreed superannuation, long service leave and sick leave provisions calculated on a pro-rata basis.

#### **16. Casual Employees**

(i) A casual employee is one engaged intermittently in work of an irregular, occasional and/or unexpected nature, and who is engaged and paid by the hour. Full time, part time and temporary employees are not casual employees.

(ii) Casual employees are not to be used as fulltime employees nor work fulltime hours.

(iii) A casual employee shall be paid the hourly rate of pay for the appropriate classification plus a loading of [20 %] with a minimum payment of three hours pay for each start. The [20%] casual loading is not included in the calculation of overtime.

- (iv) The casual loading is in lieu of annual leave, sick leave and award holidays.

### **17. Apprentices and Trainees**

- (i) The provisions of this Award apply to apprentices and trainees employed by Australian Inland.
- (ii) Employment as an apprentice or trainee shall not continue beyond the completion of the term of the apprenticeship or traineeship unless further employment is offered and accepted.

### **18. Appointments and Grading**

- (i) Appointment, promotion and annual incremental progression shall be subject to:
- (a) The employee's satisfactory performance of duties and functions and; if training is provided by AI
- (b) The employee undertaking, employer endorsed training relative to the employee's duties and functions whenever required.
- (ii) Appointment to a classification or grade shall be determined by Australian Inland.
- (a) Australian Inland shall maintain an agreed job evaluation system to determine the Enterprise Award classification rate of pay for each position. The job evaluation system shall be used where the duties, functions, responsibilities and skill requirements of a position are altered. Until there is an agreed evaluation system in place incremental progression shall occur.
- (b) Promotion to a classification, a higher grading, accelerated progression, shall be determined by Australian Inland having regard for the duties, functions, responsibilities, skill requirements and work value principles.
- (c) An employee who agrees to work in an equal or lower paid position may be reclassified or regraded to that position. However, the employee's rate of pay shall not be reduced in the first four weeks after reclassification or regrading. This provision does not apply in cases of reclassification or regrading under clause 22 (ii) of this Enterprise Award.
- (iii) Where an employee is not satisfied with a decision relating to appointment or grading, the employee may apply in writing to the authorised person within 28 days for a review of the decision.

### **19. Mixed Duties and Functions**

- (i) An employee, who is competent to do so, shall where required perform alternative work to that usually performed by the employee, without reduction in pay.
- (ii) Acting Higher Grade
- a) Employee's in field positions who perform the work of another employee for a minimum one (1) full day and for clerical/professional staff who perform the work of another employee for a minimum of one week which is paid at a higher rate than the employee's position, the employee shall be paid according to the employee's skills, qualifications and experience but not less than the entry level for the position.
- b) Where an Award holiday or group of Award holidays occurs during a period when an employee is acting in a higher paid position, the employee shall be paid for the holiday/s at the rate for acting in the position.
- c) An employee shall not receive higher grade pay whilst on leave unless the employee has acted in the position for an aggregate of at least six [6] months during the twelve [12] month period prior

to going on leave or continuously for at least three [3] months immediately preceding the commencement of the leave.

- d) Except where an employee is relieving an employee who is on approved leave, periods of acting in a higher grade position shall not exceed six [6] months.
- e) At the completion of the alternate work period an employee shall return to their former position or a mutually agreed role.

## **20. Hours of Work**

### (i) Spread of Ordinary Hours of Work

Australian Inland and its employees agree there are three objectives to consider in determining the structure of working hours under this Enterprise Award:

- (a) The most effective way of servicing the customer; and
- (b) The most effective way of meeting employee's needs for satisfying work, personal development, health and workplace safety.
- (c) The most efficient production and delivery of the service.

Unless otherwise determined in accord with the provisions of this Enterprise Award, the spread of hours may be worked between 0715 to 1700 hours, Mondays to Fridays inclusive subject to starting and finishing times.

This spread of hours [standard core hours of work] may be altered by agreement between Australian Inland and employees concerned.

- (ii) The span of ordinary hours of work for day workers shall be between [6.00 a.m. and 6.00 p.m.], Monday to Friday inclusive.

### (iii) Starting and Finishing Times

- (a) Where agreement is reached between Australian Inland and an employee or employees, up to 10 ordinary working hours per day may be worked without the payment of overtime. Where an employee's ordinary hours of work exceed seventy two in any two week cycle, the employee shall be paid overtime rates for those hours worked in excess of seventy two, provided that Australian Inland has required that employee to work in excess of the seventy two hours.
- (b) The starting and finishing times within the spread of hours shall be determined by Australian Inland in consultation with the employees concerned.

### (iv) Ordinary Hours of Work - Day Workers

- (a) The fortnightly ordinary hours of work for day workers receiving a RDO shall be [seventy two per fortnight], to be worked on [nine weekdays at 8 hours per day]. RDO's are to be staggered so that services are maintained.
- (b) Where Australian Inland and the unions, in conjunction with the employees concerned, agree, the ordinary hours of work may be worked to a total of one hundred and forty four on nineteen weekdays in any four week cycle.
- (c) The fortnightly ordinary hours of work for day workers not receiving a RDO shall be seventy two hours per fortnight worked at 7.2 hours per day.
- (d) The hours of duty for employees are provided in the Flexible Working Hours Arrangement. The arrangement provides for flexible working hours to meet the operational and client service needs

of the work area and the personal needs and interests of employees. It does this by providing flexible starting and finishing times, as well as access to an accrued full day or days off within a work cycle.

- (e) An employee who requests to work a thirty six hour, five day week for family or personal reasons may, with the consent of Australian Inland may do so.
- (f) Where an employee's rostered day off falls on an award holiday, the employee may either take the next working day as a rostered day off or with the consent of Australian Inland take another mutually agreed day instead.
- (g) Employees at either Australian Inlands request or on their own request and with the approval of Australian Inland, may defer and accumulate rostered days off to be taken at a mutually agreed time provided that an employee shall not accumulate more than five rostered days off at any one time.

(v) Ordinary Hours of Work - Shift Workers

Except as otherwise provided, the ordinary hours of work for shift workers shall be in a roster cycle, the number of weeks in the cycle multiplied by thirty six.

(vi) Hours of Work - General

It is a consideration for the ordinary hours of work being [thirty six per week] that the ordinary hours of work be actual hours worked inclusive of morning tea break.

(vii) Crib/lunch breaks for day workers (field) are to be unpaid.

(viii) Lunch breaks for administration staff are to be unpaid.

## 21. Flexible Working Hours

(i) The arrangements that will apply to Administration & Professional Staff are:

- (a) Ordinary hours of work will be seventy two [72] hours per fortnight.
- (b) The span of ordinary hours of work will be 6.30 a.m. to 6.30 p.m. Monday to Friday inclusive. All hours worked outside of the spread of ordinary hours will be overtime [Refer Clause 26.].
- (c) Standard core hours of work for administration staff utilising flexitime will be 8.00 a.m. to 4.00 p.m. or 9.00 a.m. to 5.00 p.m., with a 48 minute lunch break taken between 12.00 noon and 2.00 p.m., Monday to Friday inclusive.
- (d) Employees may work flexible hours by varying their standard hours; starting and finishing times and lunch breaks within the spread of ordinary hours of work.
- (e) Employees who fail to honour the spirit of the Flexible Working Hours provisions shall revert to standard hours.
- (f) Flexible working hours will be determined by consultation and agreement between an employee and the employee's supervisor, and will be managed by the employee's supervisor and will be recorded on a time sheet.
- (g) Flexible working hours will be reconciled over a period of four weeks, the settlement period, which will correspond with two consecutive pay periods.
- (h) Employees who work in excess of the ordinary hours of work may accrue a maximum credit of 15 hours, and any credit up to the maximum may be carried over from one settlement period to



the next. An employee who accrues in excess of the maximum credit of 15 hours in a settlement period will be paid overtime rates for those excess hours, in the pay period immediately following that settlement period.

- (i) Employees who work less than the ordinary hours of work may accrue a maximum debit of 10 hours, and any debit up to the maximum may be carried over from one settlement period to the next. An outstanding debit may be deducted from an employee's entitlements upon termination of employment.
- (ii) Flexible working hours arrangements are for permanent full time employees only. Temporary and part-time employees are not entitled to utilize this provision.

## **22. Shift Work**

- (i) Employees may be required to work a 1, 2 or 3 shift system and shall be paid a shift allowance in accord with the provisions of this Enterprise Award.
- (ii) The ordinary hours of work for shift workers is an average of seventy-two (72) hours per fortnight over a roster cycle. Shift workers may be required to work more than 72 hours in any one fortnight, but the total number of ordinary hours worked in a roster cycle must not exceed:
  - (a) Number of fortnights in roster cycle multiplied by 72 hours.
  - (b) The number of fortnights in a roster cycle shall not exceed 4.
- (iii) Shifts may be:
  - (a) Afternoon Shift: a shift finishing after 18:30 and before or at midnight;
  - (b) Night Shift: a shift - finishing between midnight and 06:30, or commencing between midnight and at or before 05:00.
  - (c) Day Shift: standard hours - normally 08:00 to 16:00.
- (iv) Employees working shifts, as defined in clause 22 (i, ii, iii), shall be eligible for the allowances listed below.
  - (a) Afternoon Shift Allowance  

Employees working the afternoon shift will be paid an allowance, with pro rata payment for portion of an afternoon shift worked.
  - (b) Night Shift Allowance  

Employees working the night shift will be paid an allowance, with pro rata payment for portion of a night shift worked.
  - (c) Morning Shift Allowance  

Employees working the morning shift will be paid an allowance, with pro rata payment for portion of a morning shift worked.

## **23. Quick Shift**

- (i) Where an employee is a day worker or a shift worker and is required to work a Quick Shift; (i.e. any two (2) completed shifts within any period of 24 hours) the employee, subject to other provisions of this sub-clause, shall be paid at double time for the second shift worked.

- (ii) Where a Quick Shift is worked on Monday to Friday inclusive (excluding Public Holidays) the payment of double time shall be made for the second shift only.
- (iii) Where a Quick Shift is worked on a weekend, Public Holiday or Leisure Day, only the rate prescribed by this clause in respect of such quick Shift, shall apply, ie. double time will be the maximum total rate payable for the second shift worked.
- (iv) The classification of Quick Shifts shall not apply by reason of:
  - (a) Normal change of shift, under regular shift workers' routine;
  - (b) Change of shift at employee's request.

#### **24. On Call and Standing By**

- (i) On Call and Standing By
  - (a) Employees may make themselves available for "on call and standing by".
  - (b) Australian Inland will consult with employees in determining an "on call and standing by" roster.
  - (c) If insufficient employees have nominated themselves for an adequate "on call and standing by" roster Australian Inland will nominate the employees to be included in the "on call and standing by" roster.
  - (d) An employee designated as "on call and standing by" shall available for emergency and/or breakdown work outside the employee's usual hours of duty.
  - (e) On call and stand by is not pre-arranged overtime that has been pre-arranged prior to an employee's normal ceasing time.

- (ii) Emergency and/or Breakdown Work:

Emergency and/or breakdown work includes restoring continuity of supply returning to safe operating conditions any plant and equipment which has failed, or is likely to fail, and/or maintenance work of an urgent nature to avoid interruption to supply. This work includes all aspects of a customer's installation, plant, equipment or appliances, which if not attended to, will cause distress, hardship or loss to the customer and/or other occupants of the premises.

- (iii) Call Out:

A call out shall commence from the time of attending the call, or calls, and will include the time spent on attending the call, for emergency and/or breakdown work, to the time the employee arrives home or other authorised place. A call out also includes work involved on any further calls for service which the employee may receive whilst out on duty or upon arrival at home or such other place. A call out does not include ordinary working time which is continuous with a call out.

- (iv) On Call Duty Officer:

An on call duty officer, after the usual hours of work organises the work of calls received for emergency and/or breakdown work, and directs employees to respond to those calls. An on call duty officer usually does not carry out emergency and/or breakdown work whilst acting as duty officer.

- (v) Service Call:

A service call is all work in answering a customer call and directing on call employees to carry out work related to the call. A service call of less than fifteen minutes shall be counted as fifteen minutes.

(vi) Officer-in-Charge:

An Officer-in-Charge, shall be available at all times after the usual hours of work to take charge of major emergency and/or breakdown work.

(vii) Availability:

An employee on call and standing by shall:

- (a) Be in the general vicinity of the on call area for which they are responsible and be contactable at all times and respond to call outs without undue delay.
- (b) Not engage in activity or be committed in a way, which would prevent the employee immediately responding to a call out.

(viii) On Call and Standing By Roster:

No employee shall be required to be constantly available beyond four weeks where other employees are available for duty. Where no other employees are available for inclusion in an on call and standing by roster, the employee concerned shall have at least one weekend off duty in each four weeks with out reduction in the availability allowance.

(ix) Availability Allowance - On Call and Standing By:

An on call and standing by employee shall be paid an availability allowance as set in Item 2 of Table 1 of Part B of this Enterprise Award.

(x) Payment for Call-Outs:

An on call and standing by employee shall be paid, in addition to the availability allowance, at double ordinary time rate of pay for the time worked on each call-out.

(xi) Minimum Payment:

The minimum payment for a call-out is three hours at double ordinary time rate of pay.

(xii) On Call Duty Officer - Availability:

- (a) An employee required to act as On Call Duty Officer, shall remain at home at all times, unless otherwise required in the course of the employee's duties, or except when allowed to leave home by permission of the Officer-in-Charge.
- (b) An On Call Duty Officer shall not be required to be constantly available beyond a period of four weeks where other employees are available for duty. Where no other employee is available for inclusion in the On Call Duty Officer roster, the employee concerned shall have at least one weekend off duty in each four weeks without reduction of the On Call Duty Officer Allowance.

(xiii) On Call Duty Officer Allowance:

An On Call Duty Officer shall be paid a Duty Officer Allowance as set in item 3 of Table 1 of Part B of this Enterprise Award whilst required to act in that capacity.

(xiv) On Call Duty Officer - Payment for Service Calls and Direction of Work:

An employee acting as On Call Duty Officer shall be paid, in addition to the On Call Duty Officer allowance, double ordinary time rate of pay for the time required to attend to all service calls and to direct and record all work in respect of emergency and/or breakdown work. The minimum time payable for the work shall be fifteen minutes at double ordinary time rate of pay.

## (xv) Availability Allowance - Officer in Charge:

An Officer-in-Charge shall be paid an availability allowance as set in item 3 of Table 1 of Part B of this Enterprise Award whilst so engaged.

## (xvi) Emergency and/or Breakdown Work - Officer-in-Charge:

- (a) An Officer-in-Charge shall be paid in addition to the availability allowance, double ordinary time rate of pay for all time spent attending emergency and/or breakdown work.
- (b) An Officer-in-Charge who attends emergency and/or breakdown work shall at all times ensure that satisfactory arrangements are made so that the Officer-in-Charge may be contacted without undue delay.

## (xvii) Officer in Charge - Availability:

An Officer-in-Charge shall not be required to be constantly available beyond a period of four weeks where other employees are available for duty. Where no other employees are available for inclusion in an Officer-in-Charge roster, the employee concerned shall have at least one weekend off duty in each four weeks, without reduction of the availability allowance paid.

## (xviii) Allowances - General:

## (a) Payment during Periods of Leave

Allowances paid under this clause shall continue to be paid to an employee during annual leave, long service leave, sick leave and worker's compensation, provided the employee has been on call and standing by or has been acting as a Duty Officer or Officer-in-Charge, either constantly or on a roster, for at least one month prior to the leave.

## (b) Other Allowances

Employees on call and standing by shall be entitled to all other allowances prescribed by this Enterprise Award as may be applicable.

## (c) Calculation of a Week or Part Thereof

The allowances prescribed by this clause relate to a full week of seven days. Where the on call duties of an employee do not cover a whole week, the allowances shall be calculated and paid on the basis of one fifth of the amount for each or part ordinary working day, and one quarter of the amount for each or part Saturday, Sunday and/or Award Holiday. An on call period occurs on a Saturday, Sunday or Award Holiday if the major part of the on call and standing by period occurs on those any of those days.

## (xix) Rosters

Where an employee works to a roster, the allowance shall be divided by the proportion of the number of weeks on duty in any rolling period and paid in equal amounts for each week in the period. An employee required to perform extra duty at any time during their usual rostered off period shall receive additional payment for the extra duty in accordance with this clause.

## (xx) Work on An Award Holiday

An employee required to be On Call and Standing By on an Award holiday shall be granted one [1] day's leave in lieu.

(xxi) Meal Breaks / Allowances

Meal breaks and meal allowances shall apply to employees engaged in on-call and standing by emergency and/or breakdown work.

(xxii) Short Notice

Where an employee is called upon to replace an employee on the on-call roster due to unforeseen absences, and the notice is less than 48 hours, then an allowance as per Part B table 1 - Allowances item 2 shall apply. The short notice has to be approved by the responsible supervisor before the replacement is made.

## 25. Payment

- (i) Employees shall be paid fortnightly and their pay shall be transferred to each employee's nominated bank, building society or credit union account no later than the close of business on the working day prior to pay day for funds to be available on payday.
- (ii) Pay periods will commence on Sundays and conclude on the following Saturday. Pays will be credited to individual employee bank accounts on the following Thursday after the close of the pay period.
- (iii) Australian Inland reserve the right to change the day in which payment is made. In this instance, employees would be compensated accordingly. Consultation between the parties would be held prior to any action being undertaken.
- (iv) Australian Inland shall deduct from an employee's pay any amounts, which the employee authorises in writing being contributions or payments for purposes approved by Australian Inland, including union membership fees.

## 26. Salary Sacrifice

- (i) Employees may elect to receive superannuation benefits in lieu of a proportion of their Award wages. The employee's election to vary their superannuation benefit must be in writing and would occur no more than once per calendar year.
- (ii) An employee may elect to receive an in house benefit up to a total value of \$507.00 per annum in lieu of receiving the equivalent amount (\$507.00) in wages under this Enterprise Award.
- (iii) All entitlements (long service leave, sick leave, annual leave, superannuation, overtime) will be paid at the full rate prior to the salary sacrifice arrangements being made.
- (iv) The maximum amount of salary sacrifice is 30% of the base rate of pay.
- (v) Where super contributions are made on a salary sacrifice basis, overtime and leave loading will be paid at the employee's pre-sacrifice salary rate.
- (vi) The employee's salary for severance and termination payments will be the gross salary, which the employee would receive if not taking part in salary sacrificing.

## 27. Overtime - Other Than for Shift Workers

- (i) Requirement to Work Reasonable Overtime:

Where required, employees shall work reasonable overtime.

## (ii) Payment for Working Overtime:

An employee directed to perform work in excess of the usual ordinary working hours or outside the usual working hours shall be paid at double ordinary time rate of pay until the employee is released from work as follows: -

- (a) Where, on any day, an employee works overtime immediately prior to the usual commencing time and immediately after the usual ceasing time, the total hours of both periods of overtime shall be taken into account for the purpose of the commencement of double ordinary time rate of pay.

## (iii) Payment for Work on a Holiday:

An employee who works on an award holiday shall be paid as follows:-

- (a) Any time worked between the usual commencing and usual ceasing time, at double ordinary time rate of pay in addition to the employee's ordinary pay for the day.
- (b) Any time worked before or after the usual ordinary hours of work, at double ordinary time plus one half the ordinary rate of pay until the employee is released from work.

## (iv) Time off In Lieu Of Payment:

An employee may elect, with the consent of Australian Inland, to take time off, in ordinary time, in lieu of payment for overtime at a time or times agreed with Australian Inland. Time off in lieu shall be on the basis of one hour off for each hour of overtime worked and shall be taken at a mutually agreed time.

## (v) Time off in Lieu Options:

- (a) Overtime worked paid at ordinary hours plus equivalent time off in lieu.
- (b) Overtime paid at overtime rates (no time in lieu)
- (c) No payment for overtime - equivalent hours @ appropriate overtime rate in lieu.
- (d) Australian Inland shall, if requested by an employee, provide payment, at the relevant overtime rate for any overtime worked which was to be taken as time off in lieu and which has not been taken within four weeks of accrual, provided Australian Inland was responsible for the employee not being able to take the relevant time off.

## (vi) Standing By:

An employee directed to stand-by to work overtime shall be paid at ordinary time rate of pay from the time of commencement of the stand-by until released from the stand-by or until he commences working overtime.

## (vii) Minimum Payment for Recall to Work Overtime:

An employee notified at work to start overtime later than one hour after the usual ceasing time, or earlier than two hours before the usual starting time, or an employee notified after finishing work to work overtime shall be paid a minimum of three hours [3] pay at overtime rates. However, the minimum payment shall not apply where overtime is continuous, including any meal break, with starting or finishing of the employee's usual working hours.

## (viii) Transport of Employees:

When an employee, after having worked overtime finishes work at a time when reasonable means of transport are not available, Australian Inland shall provide the employee with transport to the

employee's home or pay the employee at the ordinary time rate of payment for reasonable time to travel home.

(ix) Rostered shift workers

Shift workers, or employees required to relieve shift workers, who perform shift work during their rostered break, shall receive payment at the rate of double time for work so performed, except where a definite transfer from one roster to another has been arranged.

### **28. Rest Period After Overtime**

- (i) Wherever reasonably practicable, employees shall have at least eight [8] consecutive hours off duty before commencing ordinary time work (refer flow chart appendix 1).
- (ii) An employee, recalled to work overtime after midnight, shall be entitled to extend the usual commencing time on the day following by an equivalent period. An employee shall receive payment for any ordinary hours, which fall within the extended start time period.
- (iii) If on the instruction of the supervisor, such employee resumes or continues work without having had 8 consecutive hours off duty, they shall be paid double their standard rate until they are released from duty for eight consecutive hours. These arrangements are subject to the ruling that when an employee has been working for 16 hours they will cease work. A review will be undertaken after 12 hours consecutive work to assess the competence of the employee to continue carrying out their normal duties safely.
- (iv) Rest periods shall not apply if any employee works overtime for less than three [3] hours.
- (v) To qualify for a rest period after overtime, an employee is required to work overtime or call-out for three [3] hours or more, either continuous or in broken periods, between midnight and their standard starting time (eg 8.00am) on their next standard working day.

### **29. Meal Time and Allowances**

(i) Meal Breaks:

- (a) An employee shall not, at any time, be compelled to work for more than five hours without a break for a meal.
- (b) Field employees shall be allowed an unbroken meal break of not less than thirty minutes without pay on each ordinary working day. Employees shall be granted a paid ten-minute morning tea break taken at the location of the work being undertaken.
- (c) The provisions of this sub-clause may be applied to shift workers when working on a day shift which falls within the ordinary hours of work for day workers.
- (d) Administration employees shall be allowed a meal break of 48 minutes without pay on each ordinary working day.

(ii) Meal Times - Shift Workers:

Shift workers shall be allowed in each ordinary working shift, a meal crib time of thirty minutes, which shall be treated as part of the shift and paid for accordingly.

(iii) Meal Times:

The times fixed for the taking of meal breaks during an ordinary working day or ordinary rostered shifts may vary for groups of employees and/or individual employees, as may be necessary or appropriate for the conduct of Australian Inlands business and/or the management and best use of any mealtime facilities and equipment provided.

(iv) Working in Usual Break:

- (a) An employee's usual time for the taking of a meal break may, by mutual agreement, be varied temporarily or shortened in special circumstances rather than on a regular basis.
- (b) Where an employee is required to work through the usual meal time the employee shall be paid a crib allowance as prescribed in Part B table 1 for the period during which the meal break was deferred.

(v) Overtime Meal Breaks:

An employee required to work overtime shall have a thirty-minute meal break at the appropriate overtime rate on the following basis:

- (a) After one and one half hours or more overtime following the employee's usual finishing time. The meal break may be taken by mutual arrangement at the commencement of or during the overtime period.
- (b) After which, each additional period of four hours of overtime worked, meal breaks shall be taken during the overtime period by mutual arrangements. An employee shall not be compelled to work overtime for more than five hours without a meal break.
- (c) Paid meal breaks are time worked for the purpose of calculating overtime.
- (d) Meal breaks may be extended to not more than one hour, provided that any extension beyond thirty minutes shall be taken without pay.
- (e) An employee entitled to a meal break shall be paid a meal allowance as set in item 4 of Table 1 of Part B of this Enterprise Award.
- (f) An employee who either works two hours or more prior to normal working hours or works overtime which is broken by a period of ordinary working hours or rostered shift, and the overtime in the aggregate is two hours or more, the employee shall be entitled to a meal allowance as set in item 4 of Table 1 of Part B of this Enterprise Award. This entitlement does not entitle the employee to a meal break.

(vi) Shift Work Overtime:

Meal breaks during periods of overtime and the payment of meal allowances shall apply to shift workers required to work overtime outside the hours of their ordinary rostered shift, except where, by an approved arrangement made between employees or at their request, excess time is incurred in changed shifts or in their ordinary rostered shifts.

### 30. Redundancy

- (i) Where Australian Inland has made a definite decision that an employee's job is redundant, Australian Inland shall hold discussion with the employee directly affected and their union.

Discussions are to identify alternatives to retrenchment including transfers to other work, retraining and voluntary redundancy programs.

For the purposes of the discussion Australian Inland shall, as soon as practicable, provide to the employees concerned and their union or unions, all relevant information about the proposed redundancy including the reasons for, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the retrenchments are likely to occur.



Australian Inland shall not be required to disclose confidential information which is not in its business interests.

- (ii) Where an employee is transferred to lower paid duties as an alternative to retrenchment, the employee shall be entitled to four weeks notice of transfer and the prevailing salary maintenance program as agreed between the unions and Australian Inland will be applied.
- (iii) Where a business is, before or after the date of this Enterprise Award, transmitted to Australian Inland and an employee who as a result of the transmission transfers to Australian Inland,
  - (a) the continuity of the employment of the employee shall be unbroken because of a transmission; and
  - (b) the period of employment, which the employee had with the transmitter or any prior transmitter, shall be service with Australian Inland.
- (iv) During the period of notice of termination given by Australian Inland an employee shall be allowed at least one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (v) Where a decision has been made to make a position redundant, Australian Inland shall notify the appropriate agency as soon as possible of the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (vi) An employee whose employment is terminated shall be entitled to the following amount of severance pay in respect of a continuous period of service:

Voluntary Redundancy (refer appendix 4)

Service Between 1 Year And 13 Years

- (a) Four weeks notice or payment in lieu. Plus an additional one weeks notice or pay in lieu for employees aged 45 years and over with 5 or more years of completed service.
- (b) Severance pay at the rate of 3 weeks per year of continuous service up to a maximum of 39 weeks, with pro rata payments for incomplete years of service to be on a quarterly basis.
- (c) The benefit allowable as a contributor to a retirement fund.
- (d) An additional acceptance payment, if a severance offer is accepted within two weeks of the written offer, as follows:

Period of Continuous Service	Severance Pay
Less than one year	2 weeks pay
One year and less than two years	4 weeks pay
Two years and less than three years	6 weeks pay
Three years or more	8 weeks pay

"Weeks' pay" means the ordinary time rate of pay for the employee concerned.

Service Between 14 Years And 17 Years

52 weeks with pro-rata payments for incomplete years of service to be on a quarterly basis.

Service Of 18 Years Plus

- (a) Severance pay at the rate of 3 weeks per year of continuous service, with pro-rata payments for incomplete years of service to be on a quarterly basis.
- (b) In the event that payment under enforced redundancy is less than what would be received under voluntary redundancy, then clause (vi) above applies.
- (c) In addition to the above payments, an employee who has a preserved balance of sick leave under Clause 30 (iii) (i) of this Enterprise Award shall be paid for that preserved balance of sick leave.
- (d) An employee may terminate employment during a period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the employee remained with Australian Inland until the expiry of the notice.
- (e) 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, in the case of temporary employees, casual employees or apprentices.

### 31. Sick Leave

- (i) An employee who is absent from work due to personal illness or injury, not due to injury by accident arising out of and in the course of employment, shall have access to Sick Leave with pay subject to the following:
  - a) An employee shall where possible notify their manager/team leader, within one [1] hour of the employee's usual starting time, of the employee's inability to attend on account of personal illness or injury and advise of the estimated duration of absence.
  - b) An employee will not be required to produce medical certificates except as required in Clause 30 (c). However, an employee is required to satisfy their manager/team leader that an absence is due to personal illness or injury.
  - c) The management of Sick Leave shall be in accordance with Australian Inlands Sick Leave and Personal Carers Leave Policy. If an employee is to undergo sick leave case management, the employee may be required to produce satisfactory medical evidence.
  - d) Where an employee has a long term illness, which has caused the employee to be absent for more than 26 weeks, Australian Inland will consult with the employee's union, and the employee's medical adviser or refer the employee to a nominated medical practitioner to determine the likelihood of the employee returning to work. If the medical advice confirms that the employee will be unable to return to work, Australian Inland may terminate the employee's service.
  - e) Where it has been established, on medical advice, that the employee is unlikely to return to work because of the employee's illness or injury, Australian Inland may terminate the employee's service. In addition to other termination of employment entitlements, the employee will be paid an amount equivalent to two [2] weeks pay for each year of service with Australian Inland up to a maximum of twenty six [26] weeks pay plus four [4] weeks pay in lieu of notice.
- (ii) Avoidance of Duplicate Benefits

An employee, who has been granted Sick Leave under this Clause, and who in respect of the same period of Sick Leave receives compensation under any Act or law, shall reimburse Australian Inland from that compensation, any amounts paid as Sick Leave.

- (iii) Existing Accumulation

- (a) Employees shall have their untaken Sick Leave accumulated preserved in accordance with the following entitlements:

BIC electricity @ 1 April 1994.

ASU/MEU @ 1 November 1997.

ETU @ 30 June 1997.

BEL @ 30 June 1997.

BIC Water - Calculate the number of sick days accumulated @ date of termination and the number of days accumulated @ 14 February 1993. The maximum number of accumulated days that can be cashed in is the lesser of the two figures.

- (b) An employee shall be paid their preserved balance (identified under (iii) (i) above) on cessation of employment or where an employee's service is terminated because the employee is unable to return to work under sub-clause (i) (d) or (e) above, or where an employee is made redundant by Australian Inland.
- (c) Where an employee dies, the preserved balance shall be paid to the employee's legal representative.

- (iv) Illness During Annual and Long Service Leave

If an employee suffers personal illness or injury for a period of at least five [5] consecutive days whilst on certificated leave, the employee will be granted additional leave equivalent to the period of personal illness or injury which occurred during the leave. In these circumstances, satisfactory medical evidence will be necessary.

### 32. Personal Carer's Leave

- (i) An employee, shall have access to Personal Carer's Leave with pay to provide short term care and support for immediate family members when they are ill. Personal Carer's Leave is not long term indefinite leave and only applies where no other carer is available until alternative arrangements can be made. A maximum of 5 days is available in the first instance.
- (ii) Additional leave will be subject to application and based on each applicants individuals personal circumstances. The employee is obligated to put in place alternative care arrangements as soon as possible.
- (iii) An employee, who needs to take Personal Carer's Leave shall notify their manager/team leader at the first opportunity.
- (iv) The management of Personal Carer's Leave will be in accordance with Australian Inlands Sick Leave and Personal Carer's Leave policy.
- (v) Immediate family includes the employee's spouse (including former spouse, a de facto spouse and a former de facto spouse), same sex partner, or a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling and a relative of the employee who is a member of the same household.

### 33. Annual Leave

Annual leave shall accrue at the rate of:

- (i) Five (5) weeks (four plus one additional week for being based in the Western Division).

- (ii) BIC electricity staff with the existing entitlement of six (6) weeks (four plus one additional week for being based in the Western Division plus one additional week) per annum is ring-fenced from 1 January 2004. This applies to present occupants only.
- (iii) All employees on leaving or being discharged from Australian Inlands service shall receive payment in lieu of annual leave pro rata according to the time worked.
- (iv) Annual leave entitlements shall be taken as soon as practicable after they fall due, subject to approval and by mutual agreement.
- (v) Paid time lost as a result of accident shall be regarded as time worked for the purpose of calculating annual leave.
- (vi) Employees taking their annual leave shall give one month's notice (wherever practicable) prior to date of holidays.
- (vii) Shift workers - Employees required to perform regular rostered shiftwork shall be entitled to 6 weeks annual leave,.
- (viii) Employees who relieve employees engaged on regular rostered shift work, shall be entitled to one day additional annual leave for each 10 weeks or portion of such 10 weeks they so relieved. A week shall mean any single period of 7 days.

### 34. Long Service Leave

- (i) Amount of Leave

Australian Inland shall grant each employee, long service leave on full pay after each period of continuous service on the following basis:

Length of Service	Quantum of Leave
After 10 years	65 days (13 weeks)
Between 10 and 15 years	42.5 days (1.7 weeks/year)
Between 15 and 20 years	7.5 days (2.7 weeks/year)
After 20 years	3 days/year (2.6 weeks/year)

- (ii) Accrual of Leave

Long service leave shall accrue during a period of continuous service on a basis proportionate to the scale of leave set out above.

- (iii) Taking of Leave

An employee shall not be entitled to take any period of long service leave until the employee has completed ten years service. Long service leave should be taken "as soon as practicable" after the leave becomes due taking in consideration of the business interests of AI and by mutual agreement between the parties.

- (iv) Fragmented Leave

Long service leave when due, may, with the approval of Australian Inland, be taken in separate periods of not less than one week where the employer and employee agree.

- (v) Notice of Leave

An employee shall apply for long service leave by giving at least one month's notice (where practicable) of the date the employee wishes to commence leave.

(vi) Continuous Service

Continuous service shall be the period from the date of commencement to the date of termination of employment and shall include:

- (a) For employees employed by Australian Inland Energy as at 1 January, 1997 who had been credited for employment with a city, municipality, shire or county district, or local government body or electricity distributor or for employment in New South Wales with any person or corporation which has supplied electricity to the public under franchise agreement in accordance with the *New South Wales Local Government Act*.
- (b) All approved leave
- (c) Previous employment with Australian Inland, Australian Inland Energy, Australian Inland Energy and Water, Broken Hill Water Board, Murray River Electricity, BH City Council and PcPro.
- (d) Employment as a part-time employee, where employment has been on a continuous basis.

Periods which shall not be included in the calculation of continuous service are unapproved unpaid absences, absence on maternity leave and leave with out pay.

(vii) Discharged Entitlements

Long service leave shall be subject to the deduction of any period of long service leave already taken and/or the period of long service represented by any payment in lieu thereof made to the employee upon termination of employment in respect of any service counted in accordance with this clause.

(viii) Apprentices/Traineeships

Persons who have completed an apprenticeship/traineeship with AI or third party and who are re-employed by AI within 12 months of completing the apprenticeship shall have the period of the apprenticeship recognised for long service leave purposes.

(ix) Payment

- (a) Allowances  
An employee who regularly receives payment of on-call and standing by allowances, shift allowances, and leading hand allowance will receive payment of those allowances during periods of long service leave on the same basis of payment or average payment to the employee in the four week (twelve month for leading hands) period prior to the date of commencement of the leave.
- (b) Full Pay  
During a period of long service leave, an employee shall be paid, in addition to allowances, the employee's rate of pay which the employee would have received for the period had the employee not been on leave.
- (c) Payment Before Leave

An employee shall be entitled to receive payment for the full period of long service leave prior to the date upon which leave commences.

## (x) Award / Public Holidays

Long Service Leave shall be exclusive of all Award Holidays which occur during the period of such leave.

## (xi) Termination of Employment

## (a) Ten Years

Where an employee has completed at least ten years continuous service and the employee's employment is terminated for any reason, or the employee dies, Australian Inland shall pay to the employee or the employee's legal representative, the monetary equivalent of the employee's accrued long service leave.

## (b) Short Service

Where an employee has completed at least five years service and employment is terminated by Australian Inland for any reason, or by the employee, Australian Inland shall pay to the employee or the employee's legal representative the monetary equivalent of the employee's accrued long service leave.

## (c) Payment on Termination

On termination of employment, an employee shall be paid the ordinary rate of pay, excluding allowances, for the accrued long service leave.

## (xii) No Payment in Lieu

An employee shall not be paid in lieu of long service leave except on termination of employment.

### 35. Parental Leave

Parental leave (refer Appendix C) taken by an employee can be:

maternity leave - in connection with a pregnancy or the birth of her child; or,

paternity leave - in connection with the birth of his spouse's child; or,

adoption leave - in connection with the adoption of a child under 12 years of age.

Employees shall have, in connection with the birth or adoption of a child, maternity, paternity or adoption leave in accordance with the following provisions:

- a) An employee shall, subject to the completion of twelve [12] months continuous service with Australian Inland, be entitled to maternity leave with full pay for a period of fourteen [14] weeks, or, in the alternative, twenty eight [28] weeks at half pay.
- b) An employee shall be entitled to such additional leave without pay as shall amount in aggregate to a total period of maternity leave not exceeding fifty-two [52] weeks.
- c) The management of Parental Leave will be in accordance with Australian Inlands Parental Leave policy.

Paternity Leave is leave taken by a male employee in connection with the birth of his child or his spouse's (including defacto spouse's) child. Short paternity leave is for maximum period up to two weeks only when the baby is born or the pregnancy is terminated.

Extended Paternity leave up to 50 weeks is available to male employees who are the primary carer of the child. The amount of leave that is paid leave is the balance of the untaken paid maternity leave of the spouse. Documented evidence is required prior to this provision being applied and approved.

Short adoption leave is an unbroken period of up to three weeks leave taken at the time of the child's placement. Extended adoption leave is a further 49 weeks unpaid leave in order to be the primary care giver of the child.

### **36. Jury Service**

- (i) An employee shall notify Australian Inland as soon as possible of the date upon which they are required to attend for jury service. Employees shall be granted jury service leave with out loss of pay.
- (ii) An employee shall be paid their normal base wage/salary by Australian Inland during the period of jury service and any monies received for jury service will be signed over to Australian Inland.
- (iii) An employee required to attend for jury service during a period of annual leave shall, on application be credited with annual leave at a subsequent date, for the period during which the employee would have been on annual leave had the employee not been on jury service.

### **37. Award Holidays**

- (i) Holidays:

All full-time, part-time and temporary employees shall be entitled to the following days as award holidays without loss of pay.

- (a) Any day proclaimed as a State wide public holiday.
- (b) The Australian Inland employees' Union Picnic Day to be held on a day (traditionally Melbourne Cup Day) mutually agreed between Australian Inland and the employees, provided that a reasonable level of customer service is to be provided on the day
- (c) "Do-day" to be taken on a day mutually agreed between Australian Inland and the employees. The commencement time and duration time of the "do-day" function is subject to management approval and consultation between the parties.

- (ii) Employee Absent Prior to and after Award Holiday

An employee who is absent from duty without notification to Australian Inland on the working day prior to and the working day following an award holiday shall not be entitled to payment for the holiday, unless satisfactory evidence for their absence is provided and accepted.

- (iii) Award Holiday during Leave of Absence

Where an employee is granted leave without pay by Australian Inland which exceeds five consecutive working days or shifts the employee shall not be entitled to payment for any award holiday which occurs during that period.

- (iv) Award Holiday on Shift Worker's Rostered Day Off

If an award holiday occurs on an employee's rostered day off under a shift roster system, then the rostered day off must be paid for at ordinary rate or another rostered day off allowed.

- (v) On -Call

An employee who is on-call on an award/public holiday shall be entitled to payment for the holiday plus an additional day off in lieu to be redeemed on a mutually agreed date.

### 38. Bereavement Leave

- (i) Where an employee's immediate family member dies, the employee, subject to providing evidence satisfactory to the employer of the relationship and death, shall be entitled to bereavement leave without loss of pay for any un-worked part of an ordinary working day or rostered shift during which the employee was notified of the death and up to a further two ordinary working days or ordinary shifts.
- (ii) Where an employee is unfortunate to suffer a number of deaths in a single year, the entitlement arises on the occasion of each death.
- (iii) Immediate family member includes a spouse, a former spouse, a de facto spouse and a former de facto spouse, a child or an adult child an adopted child, a step child or an ex nuptial child, parent, grandparent, grandchild or sibling of the employee.
- (iv) Bereavement leave may be taken in conjunction with other leave available under this award. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

### 39. Accident Pay

- (i) An employee, after a period or periods of worker's compensation totalling 26 weeks, shall be entitled to accident pay for a further period of absence, or absences up to a period of 26 weeks of incapacity. Accident pay is not payable for the first 26 weeks of period of incapacity.
  - (a) "Accident Pay" shall mean a weekly payment of an amount representing the difference between the amount of compensation to which the employee would be entitled to under the *Workers' Compensation Act, 1987*, as amended and the employee's ordinary rate of pay.
  - (b) Accident pay shall only be payable in respect of a period or periods of any incapacity of an employee while the employee remains in the employment of Australian Inland.
  - (c) An employee shall be entitled to payment in respect of any period of incapacity for work even though the employee has or is entitled to receive in respect of the period any payment for annual leave, sick leave, long service leave or for any paid award holiday.
- (ii) An employee shall upon receiving an injury for which the employee claims to be entitled to receive accident pay, give notice in writing of the said injury to Australian Inland and of its manner of happening as soon as practicable after the happening thereof and shall provide in writing all other information as Australian Inland may reasonably require.
- (iii) Australian Inland may require an employee to have a medical examination by a legally qualified medical practitioner, provided and paid for by Australian Inland. An employee who refuses a medical examination, shall have their accident pay suspended until an examination has taken place.
- (iv) An employee shall not be entitled to receive accident pay if the employee fails to comply with a request by Australian Inland to give Australian Inland-
  - (a) An undertaking that if the employee obtains a verdict for damages against Australian Inland in respect of any injury or is paid an amount in settlement of any claim for damages that the employee has made against Australian Inland in respect of the injury, the employee will immediately upon receipt of payment or upon receipt of payment by the employee's agent of a verdict for damages or amount in settlement of the claim,
  - (b) Repay to Australian Inland the amount of accident pay which Australian Inland has paid or may pay in respect of the injury and an authority for Australian Inland alternatively to deduct the amount of the accident pay from any money owing or which may become owing from Australian Inland to the employee under a verdict or settlement;



- (c) An undertaking that where the injury was caused under the circumstances creating a liability in a third party to pay damages in respect thereof and the employee obtains a verdict for damages or is paid an amount of money in settlement of any claims for damages he has made against that third party he will out of the verdict or amount of money repay to Australian Inland the amount of accident pay which Australian Inland has paid or may pay in respect of the injury; and
- (d) An irrevocable authority addressed to any third party requiring the third party out of any verdict which may be obtained by the employee against the third party or any amount of money payable to the employee in settlement of any claim for damages made against the third party to pay to Australian Inland the amount of accident pay which Australian Inland has paid or may pay to the employee.

#### **40. Travelling Time and Fares**

- (i) Normal Travel to and From Work

Time spent by an employee in normal daily travel, to and from the employee's home and normal place of work to attend for work, shall be at the employee's expense and without payment.

- (ii) Additional Travel to and From Work

Time spent by an employee in travel, outside the usual working hours and in addition to the employee's normal travel time to attend for work or overtime, will be paid at the appropriate ordinary time rate.

- (iii) Travel Time for Training

Time spent by an employee in travel, outside the usual working hours and in addition to the employee's normal travel time to attend employer arranged training which is related to the employee's current or possible future appointment or grading, will be paid at ordinary time rate.

Travel for training, where possible, should be arranged so that it occurs within the employees normal hours of work.

- (iv) Normal Place of Work

An employee's normal place of work is the location to which an employee is usually attached and is regularly used as the employee's base or headquarters or normal place of work. In BH, this covers all locations to allow flexibility of employees commencing at other depots.

- (v) Payment of Fares

The employee shall be reimbursed for any additional fares which the employee has reasonably incurred in respect of a period of additional travel.

- (vi) Use of Private Vehicle

An employee who agrees to undertake additional travel in a private motor vehicle shall receive, in addition to payment for travelling time, reimbursement for the casual use at the Australian Tax Office kilometre rates.

- (vii) Reasonable Travelling

When calculating travelling time, the most reasonable way and the most expeditious route available will be used.

- (viii) Travel Within Minimum Period

An employee entitled to a minimum period payment for overtime or other penalty work shall not be entitled to payment for travelling time where the travelling occurred within that minimum period.

(ix) On Call Excluded

This Clause does not apply to travelling involved in after hours On Call and Standing By emergency and/or breakdown work.

(x) Excess travel is not paid for journey's undertaken during work time.

#### 41. Drivers Licences

- (i) An employee required to hold a motor vehicle driver's licence or motorcycle riders licence, shall be reimbursed the annual cost of the licence by Australian Inland.
- (ii) Where an employee is eligible for and elects to renew a licence for a period of more than one year, Australian Inland may reimburse the employee each year an amount equal to the pro rata annual cost.
- (iii) Australian Inland may elect to reimburse the full cost of an employee's multiple year licence. Resignation/retirement or dismissal will see a pro rata adjustment through termination payments being made.
- (iv) Australian Inland shall not be liable to reimburse any cost of a probationary licence or any penalty imposed on an employee because of traffic infringements.
- (v) An employee required by Australian Inland to hold an any special licences, shall be reimbursed the annual cost of the licence.

#### 42. Private Motor Vehicle - Allowances

Privately owned vehicles may only be used when an AI vehicle is unavailable and when it is clearly uneconomical to hire a vehicle from an external agency.

General Managers can authorise use of a privately owned vehicle, subject to the owner of the vehicle being prepared to use the vehicle for the purpose specified.

Employees using their own vehicles should be made aware that they are not covered under AI's motor vehicle policy in the event of an accident.

An employee who by arrangement uses a privately owned motor vehicle at work shall be paid the rate as prescribed by the Australian Taxation Office.

#### 43. Trade Union Leave

- (i) An employee may make application to Australian Inland for paid leave to attend a trade union courses/conferences.  
Australian Inlands approval of an application for leave is subject to:
  - (a) The taking of the leave shall be dependent upon Australian Inland being able to make adequate staffing arrangements.
  - (b) Training courses/conferences are for union delegates/ workplace representatives or employees as identified.
  - (c) Written application and at least four weeks notice, or other period as agreed, is to be given by the employee.
  - (d) Paid leave will not incur any other payment other than the employee's ordinary rate of pay.

- (e) An employee must have at least one year's service with Australian Inland before leave can be granted.
- (f) An annual non-cumulative entitlement of paid leave up to a maximum of 12 days will be provided by Australian Inland for employees to use for trade union leave. Additional leave may be granted subject to approval.

#### **44. Training**

- (i) Australian Inland will ensure that training and skill development is to be directed to:
  - (a) developing a more highly skilled and flexible workforce;
  - (b) providing employees with career opportunities through skill acquisition; and
  - (c) removing barriers to the utilisation of skills acquired.
- (ii) So that employees have the skill, competence and training to perform duties and functions, they shall undertake and complete employer endorsed training relevant to their duties and functions. Australian Inland shall meet all reasonable costs and expenses incurred by employees in undertaking training.
- (iii) An employee who is to undertake reasonable travel outside the ordinary hours of work to attend employer required training shall be paid at ordinary time rate of pay for all travel so incurred.

Travel for training, where possible, should be arranged so that it occurs within the employees normal hours of work.

#### **45. Apprentices/Trainees**

- (i) Obligations

Apprentices and trainees will be provided with "hands on" work experience, appropriate facilities and training at work to acquire the knowledge and skills they need to complete their apprenticeship or traineeship.

Apprentices and trainees shall be enrolled in an approved course of formal training with a registered training organisation (RTO).

Apprentices and trainees shall be allowed paid work time to undertake their formal training with the RTO. This may involve attendance at a training institution, formal training in the workplace or self paced learning.

AI will sign the apprentice's / trainee's competency record book or work evidence guide (if available) which supports formal training.

AI will liaise with the RTO regarding the apprentice's / trainee's attendance and their participation in formal training.

- (ii) Leave entitlements

Annual leave and other leave entitlements and superannuation for apprentices and trainees will be paid in accordance with this Enterprise Award.

- (iii) Wages

Apprentices and trainees employed by Australian Inland or under arrangements with a third party shall be paid the minimum training wage as set out in this Enterprise Award under "classifications and rates of pay" for Apprentices/Trainees.

(iv) Dismissal

An apprentice or trainee cannot be dismissed after completion of the probationary period or after the training contract has been approved by DET, whichever is the later, as the contract is binding from that date.

(v) Mutual cancellation

AI and the apprentice / trainee can apply to cancel the training contract at any time if both parties agree to do this.

#### **46. Living Away**

(i) An employee required to remain away overnight shall, except as provided for in paragraph (ii) of this clause, be entitled to:

- (a) Have AI pay accommodation costs only and the employee be paid beforehand for meal and incidental expenses as per item 5 table 1 Part B of this Enterprise Award, or:
- (b) Have AI arrange to pay for accommodation costs, meals and incidental expenses, or:
- (c) A lump sum allowance paid beforehand equal to the item 5 table 1 Part B of this Enterprise Award.

(ii) For apprentices and for employees attending training sessions, conferences and staff development activities Australian Inland shall provide reasonable accommodation and meals.

(iii) Accommodation shall be at least NRMA 3 star rating, whenever practicable and subject to availability.

(iv) Where a Corporate Card has been issued to an employee the Card may be used to pay for overnight and incidental expenses.

#### **47. Camping**

(i) Where an employee is required to perform work that renders it necessary for an employee to sleep away from the employee's usual residence, the employee shall be paid an allowance per day as set out in item 5 Table 1 Part B of this Enterprise Award.

(ii) This allowance shall not apply where AI pays the actual expenses incurred for an employee's meals, board and/or lodging. In such cases the "Living Away Allowance" applies - refer clause 45. Where AI does not provide permanent barracks or camping facilities for employees, it shall pay the actual out-of-pocket expenses incurred for board and lodging.

(iii) Where the existing camping requirements cause extreme hardship to an employee and the family because of some exceptional circumstances, AI, on application by the employee, will review its policy on the matter in that particular case and subject to the merits of the case an alternative arrangement to camping may be negotiated.

#### **48. First Aid Allowance**

(i) Australian Inland will encourage all employees to obtain a first aid certificate and will meet the costs of obtaining and renewing the certificate.

(ii) An employee designated by Australian Inland as a first aid attendant or their substitute shall be paid the weekly allowance as set in item 6 of table 1 of Part B of this Enterprise Award.

#### **49. Leading Hand Allowance**

- (i) An employee employed in a field based position who is in charge of and responsible for a work group comprising that employee and at least two (2) other employees shall be classified as supervising leading hand and remunerated for as per the classifications and rates of pay attached to this Enterprise Award.
- (ii) An employee whilst undertaking the duties of Leading Hand shall be paid an allowance set in item 7 of Table 1 of Part B of this Enterprise Award.
- (iii) The Leading Hand allowance shall be added to the ordinary rate of pay of the employee whilst undertaking the duties of leading hand, and the ordinary rate of pay shall be increased by the amount of the allowance which shall be paid to a leading hand when working overtime, or involved in travelling time.
- (iv) An employee may be designated as a leading hand on a temporary or on an acting basis to meet short term business needs, in which case the weekly allowance is divisible as a daily allowance.

#### **50. Tools**

- (i) Australian Inland shall provide employees with the necessary tools to perform their duties.
- (ii) Damaged, lost or worn tools shall be replaced by Australian Inland.
- (iii) Employees shall use the tools for their intended purpose only.
- (iv) Employees shall exercise all care in the use of and safe keeping of tools.

#### **51. Area Climate Allowance**

- (i) Employees working within the area of supply of Australian Inland shall be paid a daily allowance as set in item 8 of Table 1 in Part B of this Enterprise Award.
- (ii) This allowance shall not form part of the ordinary rates of pay for the purpose of the calculation of overtime. This allowance is not paid for other purposes.

#### **52. Aircraft Allowance**

- (i) An employee who is required in the course of employment to be engaged in a rotary or fixed wing aircraft in inspection and reporting on the distribution network shall be paid an allowance as per item 9 of Table 1 - Allowances, per day or part thereof whilst so engaged.
- (ii) Paid on Overtime - this allowance shall apply during periods of overtime. This allowance is not paid for other purposes.

#### **53. Radios and Communications Tower - Climbing Allowance**

Employees who are qualified and trained in radio and communications tower work on towers above 30 meters in height shall be paid for climbing, a daily allowance as set in item 10 of Table 1 of Part B

#### **54. Uniforms/Protective Clothing**

AI will provide uniforms to its employees (administration and field) in accordance with "Australian Inland Uniform Policy 2002 (refer appendix 5).

- (i) Uniforms will be replaced on a fair wear and tear basis.

- (ii) To fulfil safety requirements relating to the provision of personal protective clothing, Australian Inland shall provide personal protective clothing as specified.
- (iii) Employees must ensure they wear and/or use appropriate clothing and/or equipment for the purpose for which it was provided.

#### **55. Wet Weather and Extreme Conditions**

- (i) Where because of wet weather, an employee stops work, the employee shall be paid for time not worked provided the employee:
  - (a) remains at work until directed to leave work;
  - (b) stands by as directed; and
  - (c) reports for duty as directed.
- (ii) Individuals working in heated conditions need to as a minimum adhere to the following measures within the workplace:

Ensure that the appropriate PPE is worn at all times.

Ensure the adequate intake of fluids.

Observe that regular rest breaks are utilised.

Take early actions if any signs or symptoms of heat stress occur.
- (iii) In extreme conditions, work should be arranged so that it is not performed when temperatures are at their highest. In such cases it may be an alternative to alter the commencing times to coincide with the coolness of the morning subject to Enterprise Award between AI and the employees concerned.

#### **56. Outsourcing**

- (a) Where Australian Inland is considering outsourcing work which affects employees, Australian Inland shall consult with the affected employees and Unions prior to tendering for such work.
  - (i) Australian Inland shall discuss with employees affected and the relevant Union, the effects outsourcing is likely to have on employees and measures to minimise the impact on employees, and shall give prompt response to matters raised by the employees and the Unions, including consideration of employee generated alternatives.
  - (ii) Where the work to be outsourced is likely to have a long term (in excess of three [3] months) or major impact on either:
    - (a) a particular geographical location, or
    - (b) a particular classification group, or
    - (c) a particular existing work function;a meeting of the Consultative Committee shall be convened and full details provided prior to the decision to tender.
  - (iii) Expressions of interest or tenders when advertised, shall be timed so as to provide the employees with an opportunity to submit a conforming expression of interest or tender to do the work to an equivalent standard, timetable, and price.

- (iv) If an employee generated conforming expression of interest or tender is submitted, it shall be evaluated together with external submissions received.
- (v) The Consultative Committee will consider whether the work activity being considered for outsourcing, can be carried out by current employees or whether alternative arrangements, such as permanent part time, temporary or casual employment are a more suitable alternative and make recommendations considered appropriate.
- (iv) When considering contracting out or outsourcing, AI will take into account the following:
  - (a) Insufficient overall resources are available to meet the current Australian Inland overall work commitment and work timetable, or
  - (b) The failure to complete the work in a reasonable time would jeopardise the safety of the public or impact adversely upon system performance, or
  - (c) The use of outsourcing or contracting to the work is commercially the most advantageous option taking into account; quality; safety; performance; cost; and the overall strategic direction of Australian Inland.
- (v) If after this process has been conducted a decision to outsource has been made, the Contractor engaged to perform the work must:
  - (a) Provide a written undertaking to comply with AI safety, environmental and quality standards.
  - (b) Provide a written undertaking to conform with all Acts, Awards and agreements affecting the employees of the Contractor.
- (vi) Have in place an Enterprise Agreement with the relevant Unions except where the Contractor is a Sole Trader with no employees.
- (vii) Where an employee's position is no longer required the position holder shall be subject to the provisions of the Salary Maintenance Policy.

#### **57. No Extra Claims**

The parties to this Enterprise Award agree not to pursue any additional or extra claims during the term of this Enterprise Award except where agreed by all parties.

#### **58. Leave Reserved**

Appointments and Gradings

On Call Standing By

#### **59. Classifications and Rates of Pay**

- (i) Employees shall be allocated an employment classification. An employee's classification shall be the classification, which describes the employee's major and substantial functions and duties.
- (ii) An agreed job evaluation method shall be used to grade positions, having regard for the requirements of the position including qualifications and skill, within the grades allocated for the classification.
- (iii) The weekly ordinary rates of pay set out in this Enterprise Award contain a 1.35% component in lieu of an annual leave loading.

- (iv) During the life of this Enterprise Award, the parties through negotiation and agreement may vary or simplify the structure and classification definitions.

Classification: Professional, Supervisory and Support Staff (Corporate and Retail)

An employee who performs work of an analytical nature which requires a high degree of professionalism, skill and autonomy and is generally in support of or answerable to a manager shall be classified as a professional, supervisory and support officer.

Grade	4% 07/05/03	3% 14/01/04	2% 01/07/04	5% 01/01/05
6	1272.06	1310.23	1336.43	1403.25
5	1221.39	1258.03	1283.19	1347.35
4	1158.60	1193.36	1217.23	1278.09
3	1098.94	1131.91	1154.54	1212.27
2	1050.09	1081.59	1103.22	1158.38
1	997.33	1027.25	1047.79	1100.18

Classification: Information Technology Staff

An employee who is appointed to the information technology section and who has tertiary qualifications in a related field or discipline or has skills equivalent to that status.

Grade	4% 07/05/03	3% 14/01/04	2% 01/07/04	5% 01/01/05
10	1508.63	1553.89	1584.97	1664.21
9	1457.04	1500.75	1530.77	1607.31
8	1403.89	1446.01	1474.93	1548.68
7	1361.17	1402.00	1430.04	1501.54
6	1318.57	1358.13	1385.29	1454.55
5	1272.06	1310.23	1336.43	1403.25
4	1221.39	1258.03	1283.19	1347.35
3	1158.60	1193.36	1217.23	1278.09
2	1098.94	1131.91	1154.54	1212.27
1	1050.87	1082.39	1104.04	1159.24

Classification: Corporate and Retail Support Staff

An employee who performs work which is principally of a clerical or administrative nature in support either of corporate or retail professional and supervisory staff shall be classified as a corporate or retail support officer

Grade	4% 07/05/03	3% 14/01/04	2% 01/07/04	5% 01/01/05
10	940.53	968.75	988.12	1037.53
9	882.04	908.50	926.67	973.01
8	838.01	863.15	880.41	924.44
7	773.27	796.47	812.40	853.02
6	724.55	746.28	761.21	799.27
5	651.86	671.41	684.84	719.09
4	577.09	594.40	606.29	636.60
3	520.94	536.57	547.30	574.66
2	466.49	480.48	490.09	514.60
1	415.81	428.29	436.85	458.70

Note: Grade 1 is adult entry at School Certificate level or acceptable equivalent.



Grade 3 is entry at Higher School Certificate level or acceptable equivalent.

Annual incremental progression to grade 5 subject to employee undertaking employer endorsed training and satisfactory performance.

Appointment beyond grade 5 is dependent on job evaluation.

Classification: Professional Officer (Network)

An employee who has completed a recognised degree and who is eligible for admission as a member of the Institution of Engineers, Australia may be appointed to a position as a professional officer to carry out professional engineering duties and functions.

Grade	4% 07/05/03	3% 14/01/04	2% 01/07/04	5% 01/01/05
5	1607.50	1655.73	1688.84	1773.28
4	1524.65	1570.39	1601.80	1681.89
3	1390.87	1432.59	1461.25	1534.31
2	1312.45	1351.82	1378.86	1447.80
1	1147.27	1181.68	1205.32	1265.58

Classification: Supervisory and Technical Support Officer (Network)

An employee who performs tasks of an engineering management or analytical nature generally in support of a professional officer (network) shall be appointed as a supervisory and technical support officer. This classification also covers those employed as a works co-ordinator; team leader; design and investigation officer; network standards officer; safety officer or metering officer.

Grade	4% 07/05/03	3% 14/01/04	2% 01/07/04	5% 01/01/05
10	1391.52	1433.26	1461.93	1535.03
9	1338.11	1378.25	1405.82	1476.11
8	1283.66	1322.17	1348.61	1416.04
7	1231.29	1268.23	1293.59	1358.27
6	1169.67	1204.76	1228.86	1290.30
5	1137.63	1171.76	1195.19	1254.95
4	1089.69	1122.38	1144.83	1202.07
3	1046.96	1078.37	1099.94	1154.93
2	997.07	1026.98	1047.52	1099.90
1	951.34	979.88	999.48	1049.46

Grades 7 to 10 are for engineering officers with the grade to be determined by job evaluation.

Grades 4 to 10 are for works co-ordinators with the grade to be determined by job evaluation.

Grades 1 to 2 are for team leaders with progression from grade 1 to grade 2 after twelve months.

Grades 1 to 3 are for electrical trade's persons engaged in advanced work and possessing post trade qualification with progression from grade 1 to 2 to 3 after each twelve months.

Classification: Materials Management Officer

An employee who is primarily engaged in the acquisition, distribution, control and recording of stores, equipment, plant, and materials including the operation of stores and quality of goods received and the management of contracts in respect of these items, shall be appointed as a material management officer.

Grade	4%	3%	2%	5%
-------	----	----	----	----

	07/05/03	14/01/04	01/07/04	01/01/05
7	1126.55	1160.35	1183.56	1242.74
6	1094.51	1127.34	1149.89	1207.39
5	1047.22	1078.64	1100.21	1155.22
4	962.81	991.69	1011.53	1062.10
3	937.54	965.66	984.98	1034.22
2	857.42	883.14	900.81	945.85
1	785.51	809.08	825.26	866.52

Materials managers shall progress annually from grade 1 through to grade 5

Appointment beyond grade 5 is dependent on job evaluation.

Classification: Technician

A technician is a qualified tradesperson who is primarily involved in related energy work, motor vehicles and plant or other associated trades, or non-trades staff involved in the operation of a materials distribution centre.

Grade	4% 07/05/03	3% 14/01/04	2% 01/07/04	5% 01/01/05
7	1021.69	1052.34	1073.39	1127.06
6	969.71	998.80	1018.78	1069.72
5	915.00	942.45	961.30	1009.36
4+	891.55	918.30	936.67	983.50
4	887.25	913.87	932.15	978.76
3+	858.33	884.08	901.77	946.85
3	854.03	879.66	897.25	942.11
2	832.15	857.11	874.26	917.97
1	796.46	820.35	836.76	878.59

Technicians shall progress annually from grade 1 through to grade 4

A technician performing work on energy distribution systems including installation protection systems, zone substations, and installation inspection shall progress from grade 1 to grade 5.

Grades 6 and 7 apply to former Illawarra Electricity employees who are on these rates at the commencement of this Enterprise Award.

Motor mechanics shall progress annually from grade 1 through to grade 3.

Painters and welders shall progress from grade 1 to grade 2 after twelve months.

Classifications 4+ and 3+ have an amount of \$4.30 per week included into the rate in consideration for disabilities encountered in the work place in the nature of confined spaces, underground work, working at heights, wet and dirty places and the use of power tools and explosives.

Classification: Energy Distribution Worker

An Energy Distribution Worker is an employee who, has a post-secondary qualification in:

- (1) gas supply, or
- (2) overhead line work or other qualification recognised under the Overhead Line workers Regulations, and who is engaged in the operation, maintenance and construction of energy transmission and distribution systems up to and including sub-transmission assets, including work on switchboards and metering equipment.

Grade	4% 07/05/03	3% 14/01/04	2% 01/07/04	5% 01/01/05
Sup L/H	N/A	1009.08	1029.26	1080.72
6L/H	928.22	956.07	975.19	1023.95
6	895.46	922.32	940.77	987.81
5L/H	892.68	919.46	937.85	984.74
5	857.42	883.14	900.81	945.85
4	821.08	845.71	862.62	905.75
3	770.66	793.78	809.66	850.14
2	703.18	724.28	738.77	775.70
1	669.05	689.13	702.91	738.05

Energy Distribution Workers are eligible to progress annually from Grade 1 through to Grade 4 subject to work performance and/or conduct not having been assessed as unsatisfactory during the twelve-month period from the date of commencement or date of last incremental advancement.

An Energy Distribution Worker (Electrical) who is qualified and performs live line stick work shall be paid at Grade 5.

An Energy Distribution Worker (Electrical) who is qualified and performs live line glove and barrier work shall be paid at Grade 6.

A Probationary Energy Distribution Worker requires a minimum of four months on the job training assisting Energy Distribution Workers (Electrical) and has to undertake the overhead Line workers course and supplementary in-school practical course. A Probationary Energy Distribution Worker shall be graded and paid as an Energy Distribution Worker (Electrical) Grade 1. On satisfactory completion of the probationary period and courses, the employee will be advanced as an Energy Distribution Worker Grade 2.

#### Classification: Assistant

An assistant is an employee who is engaged in either the operation of plant or reading of meters and associated clerical duties, or depot officer duties or the maintenance of plant and equipment, or cleaning, routine store work, care of grounds, equipment and vehicles and other related administrative and clerical functions.

Grade	4% 07/05/03	3% 14/01/04	2% 01/07/04	5% 01/01/05
6	785.51	809.09	825.26	866.52
5	762.85	785.73	801.45	841.52
4	739.01	761.18	776.40	815.22
3	723.77	745.48	760.39	798.41
2	703.18	724.28	738.77	775.70
1	662.54	682.42	696.07	730.87

Assistants shall progress annually through the grades as follows:

Depot officers and store workers to Grade 6.

Meter readers and plant operators to Grade 4.

All others to Grade 3.

Classification: Trainee, Non Professional

A trainee - non professional is a person undertaking training in a specific discipline including an apprenticeship, and excepting those undertaking training in a professional discipline, and who has not completed the course of study and been awarded the relevant certificate qualification.

Grade	4% 07/05/03	3% 14/01/04	2% 01/07/04	5% 01/01/05
4	582.04	599.50	611.49	642.06
3	506.09	521.27	531.70	558.28
2	437.44	450.56	459.57	482.55
1	366.18	377.17	384.71	403.95

Progression shall be annually from grade 1 through to grade 4

Classification: Trainee, Professional

A trainee professional is a person undertaking a course of study which will allow them admission to the grade of graduate member or equivalent of their professional association or institute.

Grade	4% 07/05/03	3% 14/01/04	2% 01/07/04	5% 01/01/05
6	792.55	816.32	832.65	874.28
5	744.22	766.55	781.88	820.97
4	651.86	671.41	684.84	719.09
3	598.71	616.67	629.00	660.45
2	549.99	566.49	577.82	606.71
1	495.93	510.81	521.02	547.07

Progression shall be annually from grade 1 through to grade 6.

## 60. Allowances

Allowances Increase In Line With Wage % Increases

## PART B

Table 1. Allowances

Item No.	Clause No.	Description	Amount \$
1	21	Early Morning Shift Afternoon Shift Night Shift	5.87 12.57 12.57
2	23 (h) 23 (ix)	On Call (week being 7 days) On Call Weekday On Call Weekend On Call Short Notice	240.00 per week 32.00 per day 40.00 per day 40.00 per day
3	23 (iii) 23 (v)	On Call Duty Officer Officer in Charge	240.00 per week 240.00 per week

4	28 (v)(e)(f)	Meal Allowance	10.40 per meal
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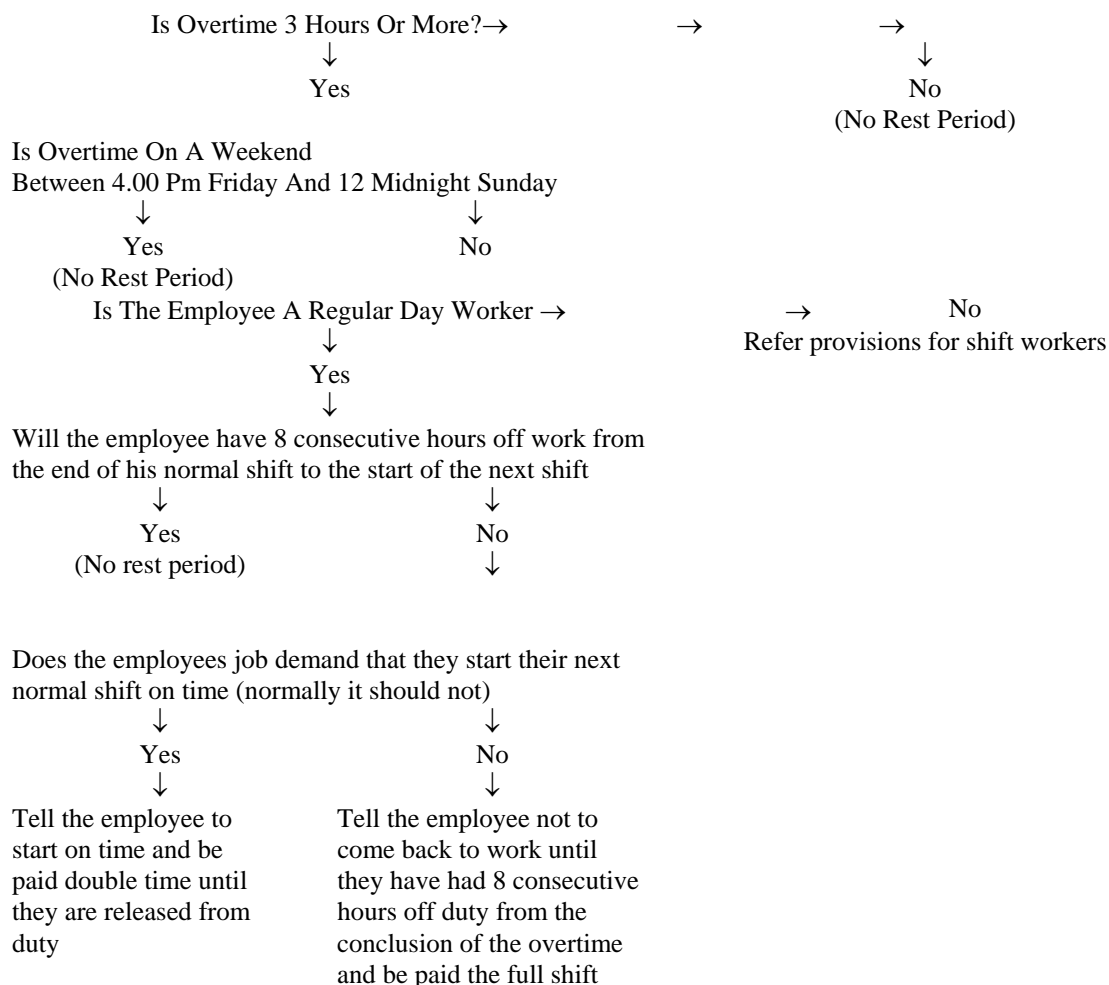
5	45	Living Away Lunch	15.66
		Living Away Dinner	26.06
		Living Away Breakfast	10.30
		Overnight Allowance (camping)	20.60
6	46	First Aid Allowance	1.83 per day
7	47	Leading Hand Allowance	0.93 per hour
8	49	area climate allowance	1.03 per day
9	50	Aircraft Allowance	11.43 per day
10	51	Climbing Allowance	16.99 per day
13		Dirty Dangerous Conditions	8.86 per week

**61. Appendix 1**

**Rest Period After Overtime - Day Workers**

To qualify for a rest period after overtime, an employee is required to work overtime or call-out for three hours or more, either continuous or in broken periods, between midnight and their standard starting time (eg 8.00am) on their next standard working day.

Overtime Is Worked



at normal rates

## 62. Appendix 2

### Sick Leave and Personal Carer's Leave Policy

#### General

Sick leave, as one form of absenteeism, should be managed in a consistent way with other forms of unscheduled absences. It is most important that any procedures set in place are well integrated with other human resource strategies.

Departments within Australian Inland have a responsibility to manage sick leave in a fair and equitable way, which takes account of the circumstances and results of individual absences.

#### Definitions

##### Sick Leave

Sick leave is paid leave of absence, which may be granted to protect the health of:

The employee concerned,

Other employees, and/or

The general public,

and is designed to cover those absences where the supervisor is satisfied that the employee was unable to perform his/her duty on account of illness. For the purpose of this policy, reference to employees shall include temporary employees but shall not include a casual employee.

#### Illness

For the purpose of this policy, illness shall mean:

A virus, disease or infection;

An injury (other than a workers compensation injury);

A recognised psychological illness which may not be manifested as a physical illness' or

An injury not being due to serious misconduct.

#### Immediate Family

Employee's spouse (including former spouse, de facto spouse and a former de facto spouse), same sex partner, or a child or an adult child (including an adopted child, or a step child or ex nuptial child), parent, grandparent, grandchild or sibling and a relative, of the employee who is a member of the same household.

#### Entitlement

1. Leave with pay will be provided to all employees, except casual employees, who are absent from work due to personal injury. All genuine cases of personal illness or injury will be supported.

Note: Casual employees receive a loading in lieu of any Sick Leave entitlements.

2. An employee shall inform their manager/supervisor/team leader as soon as possible preferably within one hour of the employee's usual starting time on the first day of absence, of the inability to attend work and indicating the nature of the illness and the likely length of the absence. The employee is required to keep in regular contact with the manager/supervisor/team leader during their absence.
3. As soon as possible after Sick Leave commences, the employee must complete and Application for Leave form confirming the absence, stating the nature of the illness and the total period of sickness leave required.

#### Medical Certificates

There will be no requirement for medical evidence to be produced (i.e. Doctors certificate). The employee concerned only needs to satisfy their manager/ supervisor/team leader that the absence was due to personal illness or injury. However, medical evidence may be required where an individual circumstances warrant that case management procedures be implemented

Where the health of an employee causes concern, the individual may be requested to obtain a medical report to determine their fitness to perform their duties. In these circumstances Australian Inland would meet the costs of the medical report.

#### Sick Leave during other Leave.

If an employee suffers personal illness or injury for at least five consecutive days whilst on Annual or Long Service Leave, the employee may have that period of leave re-credited or will be granted additional leave equivalent to the period of personal illness or injury which occurred during the leave, whichever is more appropriate.

In these circumstances, satisfactory medical evidence will be required and the period of time covered by the medical certificate is then recorded as Sick Leave.

#### Rate of Pay During Sick Leave

Paid sick leave shall be at the employee's ordinary rate of pay plus any allowance that the employee ordinarily would have received where this is in accordance with the Award.

#### Other Compensation

An employee, who has been granted Sick Leave, and who in respect of the same period of Sick leave receives compensation under and Act or law, shall reimburse Australian Inland from that compensation, any amounts paid as sick leave.

#### Control of Excessive Sick Leave

The control of excessive sick leave is the responsibility of individual department general managers. This responsibility should be based on:

Ensuring the health and well-being of staff; and

The efficient and effective operation of the department.

#### Sick Leave to be monitored

As with any form of absenteeism, the responsibility for reducing sick leave at the organisational level requires the development of a variety of HR management strategies. This in turn involves a detailed assessment of the underlying causes of sick leave, which may be related to work, (eg occupational hazards, uninteresting or unchallenging work activities). Monitoring work attendance on a regular basis is vital to the identification of causes and the evaluation of strategies developed to reduce sick leave.

### Counselling

At all stages in the management process, the responsibility for counselling the employee or referral to a counselling service rests with the employee's supervisor/manager. Such counselling must always precede application of any sanctions (eg imposition of the medical certificate requirement), and must include clear indications of the next steps to be taken.

### Personal Carers Leave

An employee shall have access to personal Carer's Leave with pay to provide short-term care and support for immediate family members when they are ill. Personal Carer's Leave is not long term indefinite leave and only applies where no other carer is available until alternative arrangements can be made.

The employee is obliged to put in place alternative care arrangements as soon as possible.

Personal Carer's Leave may be taken for part of a single day.

An employee who needs to take personal carer's leave shall notify their manager/supervisor/team leader at the first available opportunity.

Where practicable the employee shall complete a Leave Form prior to taking Personal Carer's Leave or else notify Australian Inland by telephone on the day of the absence.

In normal circumstances an employee shall not take Personal Carer's Leave where another person is providing care to a member of the immediate family.

An employee may elect, with the consent of Australian Inland, to take unpaid leave for the purpose of providing care to a member of the immediate family.

Requests for Personal Carer's Leave will be managed on a case-by-case basis. Managers/supervisors/team leaders will have regard to the reason for the request and the extent of the leave required. A maximum of five days is available in the first instance.

Additional leave will be subject to application and based on each applicants individuals personal circumstances. The employee is obligated to put in place alternative care arrangements as soon as possible.

### Case Management

Case management is a process where each particular case is managed individually to satisfy the needs of both the employee and Australian Inland. Case Management will be used in the following scenarios:

Where an employee has frequent absences

In these situations the manager/supervisor/team leader and the employee will review the circumstances and attempt to address the cause of the absences. If an employee continues to have absences without apparent reason, then performance counselling and/or individual case management is to be undertaken. In these circumstances, evidence may be required for every absence in an effort to correct what may be inappropriate behaviour.

If performance counselling and/or case management is undertaken, Australian Inland will consult with:

The employee;

The employee's union;

The employee's medical practitioner;

A nominated medical practitioner;



A nominated rehabilitation provider or other health care professional to assist the employee to return to work and manage the personal illness or injury.

Where an employee has a long term or ongoing illness or injury

Australian Inlands Rehabilitation Policy is to rehabilitate employees regardless of whether the absence is due to workers compensation or sick leave. Returning the employee back to work as soon as possible, provided medically fit to do so, is the most desirable outcome for both employee and Australian Inland.

In cases of long-term illness or injury, the employee will be required to undergo case management.

If case management is undertaken, Australian Inland will consult with:

The employee;

The employee's union;

The employee's medical practitioner;

A nominated medical practitioner;

A nominated rehabilitation provider or other health care professional to assist the employee to return to work and manage the personal illness or injury.

#### General

Managers are responsible for the case management of employees in consultation with the Human Resources Management team. If an employee is unlikely to return to work due to a major personal illness or injury, the Human Resources management team may be required to provide ongoing management of the particular employee.

Dependent on the medical condition prevailing it may be appropriate for Managers or the HR Management team to ask the employee to undergo medical examination.

#### Termination

Where it is established, on medical grounds, that the employee is unlikely to return to work because of the employee's personal illness or injury, Australian Inland may terminate the employee's services.

Prior to any termination decision being made, Australian Inland will consult with the employee and the employee's union.

Australian Inland shall pay to the employee, in addition to other termination of employment entitlements:

An amount equivalent to two weeks pay for each year of completed service with Australian Inland up to a maximum of twenty six weeks pay;

Preserved sick leave;

Four weeks pay in lieu of notice.

If an employee has a long-term illness, which has caused the employee to be absent for more than six months, Australian Inland will consult with the employee's union, and the employee's medical advisor or refer the employee to a nominated medical practitioner to determine the likelihood of the employee returning to work.

If the medical advice confirms that the employee will be unable to return to work, Australian Inland may terminate the employee's services. If an ill health retirement does occur and if the person recovers to a point

where some employment can be undertaken, then Australian Inland may re-employ that employee up to two years after the agreed ill health retirement.

#### Appeal against Termination

An employee may appeal against a decision to terminate their employment by requesting a review of the decision. The employee or the employee's Union shall contact the Human Resources Management team and the relevant manager to discuss the appeal in an attempt to resolve any concerns. If the matter cannot be resolved the matter may be referred to the Sick and Personal Carer's Leave Committee for review.

An employee whose employment is terminated retains the right to lodge a grievance with Australian Inland and have it considered within 10 days of receiving advice of termination.

#### Sick and Personal Carer's Leave Committee

A standing committee, the Sick and Personal Carer's Leave Committee, will be established to manage the introduction of this policy and to provide ongoing advice and guidance regarding case management.

The purpose of the Sick and Personal Carer's Leave Committee will be to ensure that the implementation and management of Debit Free Sick Leave and Personal Carers Leave system is fair and equitable to all employees. It will also be the responsibility of this committee to ensure that appropriate strategies are implemented where case management is necessary.

The committee shall consist of:

The General Manager Human Resources or their nominated delegate (chair);

Another Senior Management Representative;

An employee representing the Sick and Personal Carer's Leave Committee;

A nominated union official representing the relevant employee, as agreed by the Unions

For individual case management review, the relevant manager and union official will be involved.

### **63. Appendix 3**

#### **Parental Leave Guidelines**

Objective:

Australian Inland is committed to encouraging the development of our community by encouraging a family friendly workplace. We actively support mothers and fathers with leave to care for their new child.

How Does it Work?

Parental Leave is a period of leave, up to a maximum of 52 weeks, available to employees after pregnancy. Employees must have worked for AI in a full time position continuously for 12 months at the time Parental Leave commences.

There are three types of parental leave. All provide for a minimum entitlement of unpaid leave.

What is parental leave?

Parental leave is unpaid leave, unless otherwise specified in an award or agreement.

Parental leave taken by an employee can be:

Maternity leave - is leave taken by female employees during or after pregnancy. The period of leave available is up to 52 weeks. Special maternity leave is taken to recover from a terminated pregnancy, when a child is stillborn or when the mother is ill because of the pregnancy.

Paternity leave - is taken by a male employee in connection with the birth of his child or his spouse's (including de facto spouse's) child. Short paternity leave is for two weeks only when the baby is born or the pregnancy is terminated. Extended paternity leave of up to 50 weeks is also available for the male employee who is the primary care giver of the child.

Adoption leave - is taken by either the adoptive mother or adoptive father when adopting a child (under 18 years of age). Short adoption leave is an unbroken period of up to three weeks leave taken at the time of the child's placement. Extended adoption leave is a further 49 weeks leave in order to be the primary care giver of the child.

An employee does not have to be married to be entitled to parental leave.

How much leave is an employee entitled to?

An employee is entitled to a maximum of 52 weeks leave. it may be taken in the following manner:

#### Maternity Leave

full pay for a period of fourteen [14] weeks, or,

Alternatively, twenty-eight [28] weeks at half pay.

#### Paternity Leave

Extended Paternity leave up to 50 weeks available to male employees who are the primary carer. The amount of leave that is paid leave is the balance of the untaken paid maternity leave of the spouse.

#### Adoption Leave

Short adoption leave is an unbroken period of up to three weeks leave taken at the time of the child's placement.

Extended adoption leave is a further 49 weeks unpaid leave in order to be the primary care giver of the child.

#### Other Forms of Leave

Unpaid Parental Leave may be combined with any accrued Long Service Leave and/or Annual Leave entitlements, however the maximum amount of combined leave, paid and unpaid, must not exceed 52 weeks, and must be concluded by the child's first birthday

#### General Provisions

Special unpaid Parental Leave is available to female employees, for recovery from a terminated pregnancy or an illness related to the pregnancy. Special unpaid Parental Leave or paid Sick Leave (if any is available) will be available for as long as a doctor believes it is necessary, and this is specified on a medical certificate.

Parents may wish to share Parental Leave, however in all circumstances the combined period of shared leave will not exceed 52 weeks.

An employee and his or her spouse may not take parental leave at the same time, except where one spouse is on a period of 'short paternity leave' or 'short adoption leave'.

Parental Leave does not break the employee's continuity of service, however time away from work on Parental Leave will not count towards Long Service Leave or Annual Leave. Staff intending to return to work must

notify the appropriate manager two months prior to the end of Parental Leave (or special unpaid Parental Leave, as the case may be), of the intention to return to work.

An employee, upon resuming duties after the expiration of Parental Leave, will return to the position that was occupied immediately prior to the commencement of the leave, however if the job no longer exists, but there is another job that the employee is qualified to do, they may be entitled to that job if the salary and status is comparable to the former position.

If no such job is available they may be entitled to redundancy pay, if it is provided in the relevant awards or enterprise agreements.

**64. Appendix 4**

Maximum Under Existing Entitlement
3 Weeks per year of Service Uncapped
Service between 14-17 years at max 52 weeks so no disadvantage at 3 weeks /year of service proposal

**Calculation for Redundancy Entitlement**

Current Entitlement	4 weeks in lieu	1 week if 45+years old	3 week per year of service max 39 weeks	Additional acceptance Payment	Total Weeks
1	4	1	3	2	10
2	4	1	6	4	15
3	4	1	9	6	20
4	4	1	12	8	25
5	4	1	15	8	28
6	4	1	18	8	31
7	4	1	21	8	34
8	4	1	24	8	37
9	4	1	27	8	40
10	4	1	30	8	43
11	4	1	33	8	46
12	4	1	36	8	49
13	4	1	39	8	52
14			42		52
15			45		52
16			48		52
17			51		52
18					54
19					57
20					60
21					63
22					66
23					69
24					72
25					75
26					78
27					81
28					84
29					87
30					90
31					93

32		96
33		99
34		102
35		105
36		108
37		111
38		114
39		117
40		120
41		123
42		126
43		129
44		132
45		135

**65. Appendix 5**

**Corporate Uniforms**

Objective:

Australian Inland presenting a friendly team image by everyone wearing the uniform at all times

How does it work?

This will be achieved by:

Everyone wearing the complete uniform at all times

People starting the day with uniforms in a clean and tidy condition

Maintaining a detailed specification of the approved uniform

Providing an opportunity for recommending improvements to the uniform

Ensuring uniform safety requirements are always maintained

Replacing uniforms based on the concept of ‘ blunt for sharp ‘ - i.e. when worn out or damaged

Please join in making a personal commitment to wearing your uniform with pride.

P. J. SAMS *D.P.*

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Printed by the authority of the Industrial Registrar.

(1821)

**SERIAL C3826**

**BORAL PROSPECT QUARRY TRANSITION TO CLOSURE (STATE)  
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Boral Construction Materials Group Limited.

(No. IRC 2969 of 2005)

Before Commissioner McLeay

28 June 2005

**AWARD**

**Arrangement**

Preamble

**PART 1 - The Transition Period**

1. Early Retirement

**PART 2 - The Transition Period & Closure Period**

1. Alternative Employment
2. Work Cover Tickets
3. Retraining
4. Outplacement Services
5. Multi Skilling

**PART 3 - The Closure Period**

1. Use of Contractors
2. Supervision of Contractors
3. Selection and Labour Retention
4. Retention Redundancy Payment
5. Continuity of Quarrying Operations
6. Media

**PART 4 - The Post Closure Period**

1. New Business

**PART 5 - General**

1. No Further Claims
2. No Precedent
3. Indexation of Monetary Amounts
4. Set Off
5. Relationship to Parent Award
6. Disputes Procedure
7. Anti-Discrimination
8. Dictionary
9. Area, Incidence and Duration

### **Preamble**

The Redevelopment of the Boral Quarries Prospect Greystanes Estate is a unique process for Boral Quarries and the Prospect quarry employees.

It involves the complete Redevelopment of the Estate leading to the largest remaining land release for residential and light commercial use in the Sydney basin (the Redevelopment).

Boral Quarries endeavours to optimise the finalisation of quarrying activities at Prospect to balance the profitability of quarrying activities and the Redevelopment.

This process will require a level of co-operation and flexibility not usually required in a standard quarrying operation and a recognition that all employment at the Prospect quarry will come to an end.

For their part many employees will see the Redevelopment as a threat to historically secure employment others will see it as a convenient opportunity to end working life or pursue other career opportunities.

Boral Quarries recognizes this and understands that employees will be affected differently.

Some will:

- (a) retire from working life;
- (b) seek further employment with Boral Quarries;
- (c) seek further employment with Boral generally; and
- (d) seek further employment elsewhere.

This award is designed to address all of these circumstances in a manner that ensures the success of the Redevelopment and Boral Quarries while reasonably and fairly responding to the needs of employees.

There are three distinct periods that this award relates to the:

- (a) Transition Period (2003 to 2005);
- (b) Closure Period (2006 to ending of quarrying activities); and
- (c) Post Closure Period (after the current quarrying activities have ceased).

## **PART 1**

### **THE TRANSITION PERIOD**

Part 1. Applies During the Transition Period Only.

#### **1. Early Retirement**

A number of employees may already be considering and planning for retirement from working life. For some employees this may co-inside conveniently with the finalization of quarrying activities. For others the timing may be less convenient and they may wish to retire before the finalization of quarrying activities. To assist and facilitate this during the Transition Period, Boral Quarries will allow any employee who is fifty five years of age or more with twenty or more years of service to elect to take a retirement redundancy package of 26 weeks pay for the purposes of retiring from working life (replacing them with contract labour if required).

To avoid any doubt the:

- (a) RRP will not apply to any employee taking up this option; and
- (b) Redundancy provisions of the Parent Award do not apply to an employee electing to take a retirement redundancy package.

## **PART 2**

### **THE TRANSITION PERIOD & CLOSURE PERIOD**

Part 2. Applies During the Transition Period and Closure Period Only.

#### **1. Alternative Employment**

Boral Quarries is committed to working with the employees to locate employment opportunities at other quarries within the quarries division.

Boral Quarries has already interviewed all employees to determine, in concert with them, their priorities and preferences in terms of on-going employment etc.

As a consequence of this Boral Quarries has re-located a number of suitable employees to both its Dunmore and Peat's Ridge quarries.

Employees will periodically be interviewed to keep them informed of job opportunities and to determine any changing priorities they have.

Boral Quarries prefers to transfer existing employees rather than recruit afresh where the existing employee is the best candidate. This can benefit Boral Quarries by:

- (a) reducing costs;
- (b) avoiding a potentially lengthy recruitment process; and
- (c) minimizing the need for extended induction and job take up.

Accordingly, Boral Quarries will offer suitable candidates transfers to other quarries where such positions exist rather than recruiting from the open market.<sup>1</sup>

Boral Quarries will also make available to employees relevant internal Boral job vacancies that appear on the Boral intra net.

#### **2. Work Cover Tickets**

Employees may wish to take the skills they currently hold and utilize them in related industries. To assist in this process Boral Quarries will provide at its cost the opportunity for employees to obtain Work Cover tickets for any equipment they currently operate at Prospect quarry.

#### **3. Retraining**

To assist any employee retrain for work out side of the quarry industry Boral Quarries will pay up to \$750.00 or such higher amount that Boral considers reasonable in the circumstances, to the cost of any retraining activity upon remittance of receipts.

<sup>1</sup> This does not affect the common law rights and obligations of Boral or employees in relation to accepting or declining suitable alternative employment at sites other than Prospect Quarry.



#### **4. Outplacement Services**

Boral Quarries will provide upon request outplacement services to employees including:

- (a) assistance in writing resumes;
- (b) training/counselling on interview preparation; and
- (c) financial counselling,

to a value of \$1500.00 from a provider mutually acceptable to both Boral Quarries and the Union.

#### **5. Multi Skilling**

The employees acknowledge that as part of the transition and closure they may be required to:

- (a) use competencies or skills they do not regularly use; and/or
- (b) obtain competencies or skills not currently held.

Accordingly:

- (a) an employee may be directed to perform any work within their competence or skill (when and as directed by Boral Quarries) <sup>2</sup>; and
- (b) employees shall use their best endeavours to obtain competencies or skills they currently do not hold if required by Boral Quarries.

### **PART 3**

#### **THE CLOSURE PERIOD**

Part 3 applies during the Closure Period only.

##### **1. Use of Contractors**

Boral Quarries anticipate that they could utilise contractors extensively during the Closure Period and thereafter. The use of contractors already extends to:

- (a) part of the operator workforce;
- (b) specialist work; and
- (c) some maintenance activities.

The use of contractors could extend to more or all quarrying activities.

The employees acknowledge and accept this and will work co-operatively with Boral Quarries to ensure that any use of contractors is efficient and effective.

Accordingly, Boral Quarries may utilize contract labour as it sees fit.

##### **2. Supervision of Contractors**

The employees acknowledge and accept that during the closure period they may be directed to:

- (a) oversee the work of contractors; and/or

<sup>2</sup> This does not limit the operation of the mixed functions clause.

- (b) assist in the training of contractors.

### 3. Selection and Labour Retention

Boral Quarries will need to retain a core workforce until:

- (a) quarrying is finalised; or  
 (b) a contract labour force is used.

Accordingly, Boral Quarries may (irrespective of any provision in the Parent award but subject to Part 5 clause 7 of this award) select as it sees fit:

- (a) who will be made redundant;  
 (b) when any redundancy is to be made; and  
 (c) whether redundant positions are to be filled by contract labour.

### 4. Retention Redundancy Payment

Subject to this award, in recognition of the co-operation and flexibilities provided for in this award and the need to retain core skills until the quarry closes, Boral Quarries will pay each employee a retention redundancy payment (the RRP), constituted as part of (and in addition to) any redundancy package arising from the Parent award.

The RRP will be:

Years of Service	Amount \$	Years of Service	Amount \$	Years of Service	Amount \$
< 1	1000	5	3,500	18	14,000
1	1500	6	4,000	19	14,500
2	2000	7	4,500	20	15,000
3	2500	8	5,000	21	16,000
4	3000	9	6,000	22	17,000
		10	7,000	23	18,000
		11	8,000	24	19,000
		12	9,000	25	20,000
		13	10,000	26	21,000
		14	11,000	27	22,000
		15	12,000	28	23,000
		16	13,000	29	24,000
		17	13,500	30+	25,000

The RRP shall:

- (a) only be paid when a job is made redundant in accordance with clause 3 of Part 3; and  
 (b) not be paid to an employee if at any time during the closure period they materially breach any provision of this award.

### **5. Continuity of Quarrying Operations**

It is of critical importance that quarry operations continue during the closure period in a co-operative manner without resort to any industrial action.

Boral Quarries and the employees are unreservedly committed to achieving this.

Accordingly, the employees shall not engage in any industrial action of any kind during the closure period. To avoid any doubt:

- (a) this does not mean that an employee must undertake work if to do so would put them in an unsafe situation; and
- (b) any dispute that does arise will be processed through the disputes procedure in the Parent Award.

### **6. Media**

The employees shall not issue any statement, comment, information or document concerning Boral Quarries, the quarry or the Redevelopment in any media without the prior written approval of Boral Quarries.

## **PART 4**

### **THE POST CLOSURE PERIOD**

Part 4 relates to the Post Closure Period only. During the Post Closure Period the following shall apply.

#### **1. New Business**

Boral Quarries may operate a new business on or about the current Prospect Quarry site. Any such business (other than a business regulated by the Quarries &c, State Award) will be considered as a green fields site and as such:

- (a) the Parent Award shall not apply to it;
- (b) no existing employee will have an automatic right to any job in such a business;
- (c) any employee working in any such business will be selected on merit; and
- (d) Boral Quarries will consult with the Australian Workers Union NSW before applying for or making any industrial instrument to regulate the new business.

## **PART 5**

### **GENERAL**

Part 5 relates to the:

- (a) Transition Period;
- (b) Closure Period; and
- (c) Post Closure Period.

#### **1. No Further Claims**

The employees (and their union) undertake not to pursue any extra claims award or over award, arising from or connected with, directly or indirectly, the ending of their employment occasioned by the end to quarrying operations or arising from any significant change as contemplated by the Parent Award, except those arising from a Test Case decision of the Industrial Relations Commission of NSW.

Notation: To avoid any doubt and for abundant caution this clause does not relate to claims for increases in wages and allowances which are governed by the Parent Award.

## **2. No Precedent**

The provisions of this award are not to be used by the Union in negotiations or proceedings concerning Boral Quarries or companies related to Boral Quarries and are not to be regarded as a precedent and are based on the particular facts and circumstances affecting Boral Quarries and its Prospect Quarry employees.

## **3. Indexation of Monetary Amounts**

The monetary amounts referred to in this award shall be indexed each year by any percentage increase applied to the ordinary weekly wage arising from the Parent Award.

## **4. Set Off**

Should the redundancy benefits in the Parent Award increase (or an award is made replacing or substituting for the Parent Award which has the effect of increasing the redundancy benefits in the Parent Award) after the making of this award the RRP will be reduced for each employee by any such increase at the time of their redundancy.

## **5. Relationship to Parent Award**

This award overrides the Parent award to the extent of any inconsistency and/or to the extent that this award deals with the same subject matter.

## **6. Disputes Procedure**

To avoid any doubt clause 2.6 Avoidance of Workplace Conflict of the Parent Award applies to this award.

## **7. 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, trade union activity and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award that, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
  - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (ii) offering or providing junior rates of pay to persons under 21 years of age;

- (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (iv) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTATION:

- (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."

### 8. Dictionary

RRP means - the Retention Redundancy Payment arising from Part 4, clause 4.

Boral Quarries means - Boral Construction Materials Group Limited.

Employees means - an employee employed by Boral Quarries at the Prospect Quarry.

Contractor means - a contractor, sub-contractor or labour hire company.

Parent award means - the Boral Quarries Prospect Quarry (State) Award as varied or replaced.

Media means - and media without limiting the forgoing, television, video, radio, newsprint, magazines.

Transition Period means - 2003 to 2005.

Closure Period means - 006 to the cessation of quarrying activities at the Prospect Quarry.

Post Closure Period means - the period after the cessation of quarrying activities at the Prospect Quarry.

New business means - any business set up on or about the Prospect Quarry site (other than a business regulated by the Quarries &c, State Award).

Union means - the Australian Workers Union, New South Wales, or/and The Local Government Clerical, Administration, Energy, Airlines and Utilities Union.

Industrial action means - industrial action as defined in the *Industrial Relations Act 1996*.

### 9. Area, Incidence and Duration

This award shall apply to all employees of Boral Quarries employed in the classifications set out in the Parent Award.

This award shall operate on and from 28 June 2005 and have a nominal term of thirty six months.

J. McLEAY, Commissioner.

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Printed by the authority of the Industrial Registrar.

## **ENTERTAINMENT AND BROADCASTING INDUSTRY - LIVE THEATRE AND CONCERT (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Media, Entertainment and Arts Alliance New South Wales, industrial organisation of employees.

(No. IRC 1792 of 2005 )

Before The Honourable Justice Haylen

6 May 2005

### **AWARD**

#### **PART 1 APPLICATION AND OPERATION OF AWARD**

##### **Clause 1 Award Title**

This award will be referred to as Entertainment and Broadcasting Industry - Live Theatre and Concert (State) Award.

##### **Clause 2 Arrangement**

This award is arranged as follows:

##### Part 1 Application and Operation of Award

Clause No.	Subject Matter
1.	Award Title
2.	Arrangement
3.	Definitions
4.	Application of Award
5.	Who is bound by this Award?
6.	Relationship with other Awards

##### Part 2 Award Flexibility

7.	Enterprise Flexibility Provisions
8.	Index of Facilitative Provisions

##### Part 3 Communication, Consultation and Dispute Resolution

9.	Consultation and Communication Procedures
10.	Dispute Resolution

##### Part 4 Employer and Employees' Duties, Employment Relationship and Related Arrangements

11.	Employment Categories
11.1	Full Time Employees
11.2	Part Time Employees
11.3	Casual Employees
11.4	Seasonal Employees
12.	Traineeships
13.	Stand Down of Employees
14.	Termination of Employment
14.1	Notice of Termination by Employer
14.2	Notice of Termination by an Employee

- 14.3 Time Off During Notice Period
  - 15. Redundancy
  - 16. Anti-Discrimination
- Part 5 Wages and Related Matters
- 17. Classifications and Wage Rates
  - 18. Payment of Wages
  - 19. Higher Duties
  - 20. Allowances
    - 20.1 Tools/Equipment
    - 20.2 Laundry
    - 20.3 Shoes
    - 20.4 Uniforms/Special Costumes/Protective Clothing
    - 20.5 Transmission or Recording
  - 21. Superannuation
- Part 6 Hours of Work, Breaks, Overtime, Shiftwork, Weekend Work
- 22. Hours of Work and Time Off
    - 22.1 Weekly Employees
    - 22.2 Casual Employees
    - 22.3 Savings
  - 23. Meal Intervals and Allowances
  - 24. Overtime
    - 24.1 Weekly Employees
    - 24.2 Casual Employees
    - 24.3 All Employees
    - 24.4 Reasonable Overtime
  - 25. Sundays
- Part 7 Leave of Absence and Public Holidays
- 26. Annual Leave
    - 26.1 Annual Leave Entitlement
    - 26.2 Time of Taking Annual Leave
    - 26.3 Annual Leave Loading
    - 26.4 Public Holidays During Annual Leave
    - 26.5 Proportionate Annual Leave on Termination
    - 26.6 Conversion of Accrued Leave
  - 27. Sick Leave
  - 28. Bereavement Leave
  - 29. Personal/Carer's Leave
  - 30. Parental Leave
  - 31. Jury Leave
  - 32. Public Holidays
  - 33. Leave for Consultation Meetings
- Part 8 Transfers, Travelling and Working Away from Usual Place of Work
- 34. Travelling
    - 34.8 Accommodation
    - 34.9 Meals
    - 34.10 Incidentals
- Part 9 Monetary Rates



Table 1	Rates of Pay
Table 2	Other Rates and Allowances

### 3. Definitions

- 3.1 "Authorised officer of the MEAA" means - the Secretary, a Branch Secretary and any association representative nominated in writing by the Secretary.
- 3.2 "Commission" means - the Industrial Relations Commission of New South Wales.
- 3.3 "Double time" means - in the case of a weekly employee twice the ordinary hourly rate which is obtained by dividing the applicable rate per week by 38 hours, and in the case of an employee engaged by the hour twice the hourly casual rate.
- 3.4 "Full pay" in clause 25 - Annual leave means - the average rate the employee received for the four weeks preceding the taking of annual leave or the average rate received for the twelve months preceding such leave, whichever will be the higher. Provided that such average will be computed by taking into consideration any extra rates prescribed for night work, etc., and penalty rates for Sunday work where such work is part of the employee's normal working week of five days but excluding any amounts received by way of overtime or holiday penalty rates.
- 3.5 "MEAA" and/or "Union" means - the Media, Entertainment and Arts Alliance.
- 3.6 "Short performance" means - a performance which has a duration of 60 minutes or less.
- 3.7 "Time and a half" means - in the case of a weekly employee one and a half times the ordinary hourly rate which is obtained by dividing the applicable rate per week by 38 hours, and in the case of an employee engaged by the hour one and a half times the hourly casual rate.
- 3.8 Theatrical employee - level 1  
(Relativity to classification C10 of the Metal Industry Award - 78%)
- 3.8.1 A Theatrical employee level 1 is a trainee employee who is undertaking:
- (a) 6 weeks induction training in the case of a full-time or part-time employee; or
  - (b) 228 hours induction training in the case of a casual employee.
- 3.8.2 The induction training may include information on the enterprise or production, conditions of employment, introduction of supervisors and fellow workers, training and career path opportunities, venue/workshop/plant layout, work and documentation procedures, basic theatre terminology and etiquette, occupational health and safety, equal employment opportunity and quality control/assurance.
- 3.8.3 An employee at this level performs routine duties to the level of the employees training:
- (a) works under direct supervision either individually or in a team environment;
  - (b) understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
  - (c) understands and utilises basic literacy (English) and numeracy skills.
- 3.8.4 An employee at this level will undertake training in the following indicative tasks:

- (a) safely lift and handle scenery and props and/or equipment;
- (b) uses selected hand tools;
- (c) basic packing and storing techniques;
- (d) repetition work on automatic, semiautomatic or single purpose machines or equipment;
- (e) maintains simple records;
- (f) uses hand trolleys and pallet trucks;
- (g) apply and comprehend basic theatre terminology and etiquette;
- (h) performs general labouring and cleaning duties;
- (i) communicate and interact effectively with staff;
- (j) effective customer/client service.

### 3.9 Theatrical employee - level 2

(Relativity to classification C10 of the Metal Industry Award - 90%)

3.9.1 A Theatrical employee level 2 is an employee who has completed the Level 1 induction training or possesses other equivalent experience so as to enable them to perform work within the scope of this level.

3.9.2 An employee at this level performs work above and beyond the skills of a Level 1 employee and to the level of the employee's training:

- (a) is responsible for the quality of the work allocated to the employee subject to routine supervision;
- (b) works under routine supervision either individually or in a team environment on a limited range of tasks;
- (c) exercises discretion within the employees' level of skills and training;
- (d) makes decisions in regard to routine matters.

3.9.3 Indicative of the tasks which an employee at this level may perform, are the following:

- (a) operates flexibly between work areas;
- (b) operates machinery and equipment within the employees' level of skill and training;
- (c) operates mobile equipment including fork-lifts, overhead cranes, tallescopes and winch operation;
- (d) ability to measure accurately;
- (e) safely lift and handle scenery and props and/or equipment;

- (f) receive, dispatch, distribute, sort, check, pack, document and record goods, materials and components;
- (g) basic keyboard skills;
- (h) telephonist, receptionist, cashier and information services duties;
- (i) laundry and/or dry-cleaning duties;
- (j) intermediate sewing skills and fabric knowledge, whether machine or non-machine, and knowledge of dying fabrics;
- (k) cleaning duties using specialised equipment and chemicals;
- (l) ushering, ticket taking, program/concession selling and food and beverage sales;
- (m) applies theatre terminology and etiquette;
- (n) painting and art finishing;
- (o) dressing;
- (p) costume decoration.

### 3.10 Theatrical employee - level 3

(Relativity to classification C10 of the Metal Industry Award - 95%)

- 3.10.1 A Theatrical employee level 3 is an employee who applies knowledge and skills so as to enable that employee to perform work within the scope of this level and may possess a sub-trade certificate.
- 3.10.2 An employee at this level performs work above and beyond the skills of an employee at level 2 and to the level of the employees' training:
  - (a) solves straightforward problems using readily available information;
  - (b) works to complex instructions and procedures;
  - (c) as a team member organises allocated materials and equipment in an efficient and effective manner or works individually under general supervision;
  - (d) is responsible for the work undertaken;
  - (e) assists in the provision of on-the-job training to a limited degree.
- 3.10.3 Indicative of the tasks which an employee at this level may perform, are as follows:
  - (a) uses precision measuring instruments;
  - (b) machine setting, loading and operation;
  - (c) rigging (certificated);
  - (d) pyrotechnics (certificated and licensed);
  - (e) welding which requires the exercise of knowledge and skills above level 2;

- (f) inventory and store control including:
  - (i) licensed operation of all appropriate materials/handling equipment;
  - (ii) use of tools and equipment within the scope (basic non-trades) maintenance;
  - (iii) computer operation at a higher level than that of an employee at level 2;
- (g) intermediate keyboard skills;
- (h) performs basic quality checks on the work of others;
- (i) licensed and certificated for fork-lift, engine driving and crane driving operations to a higher level than level 2;
- (j) Stage door duties;
- (k) sewing and cutting skills and fabric knowledge, whether machine or non-machine at a level higher than level 2;
- (l) advanced lifting and scene/props handling skills;
- (m) scenery, building and prop construction techniques above level 2.

### 3.11 Theatrical employee - level 4

(Relativity to classification C10 of the Metal Industry Award - 105%)

3.11.1 A Theatrical employee level 4 is an employee who holds a trade certificate in a relevant discipline and is able to exercise the skill and knowledge of that trade or an employee who has acquired the equivalent experience from on-the-job training in relevant theatrical discipline (/s).

3.11.2 An employee at this level works above and beyond an employee at level 3 and to the level of the employee's training:

- (a) understands and applies quality control techniques;
- (b) exercises good interpersonal and communications skills;
- (c) exercises keyboard skills at a higher level than level 3;
- (d) exercises discretion within the scope of this grade;
- (e) performs work under limited supervision either individually or in a team environment;
- (f) able to inspect products and/or materials for conformity with established operational standards;
- (g) operates all lifting equipment incidental to the employees' work.

3.11.3 Indicative of the tasks which an employee at this level may perform, are as follows:

- (a) works from production drawings, prints or plans;
- (b) operates, maintains, sets-up and adjusts all facility and production equipment, including trade construction processes such as set/prop/electrical making;

- (c) operate and maintain lifting equipment;
- (d) assists in the provision of on-the-job training;
- (e) a fully multi skilled cutter/tailor/milliner/wigmaker who is required to perform any of the operations involved in the making of a complex whole garment to specifications;
- (f) has an advanced understanding of theatre terminology, etiquette and theatre craft;
- (g) perform a range of engineering maintenance functions;

### 3.12 Theatrical employee - level 5

(Relativity to classification C10 of the Metal Industry Award - 110%)

3.12.1 A Theatrical employee level 5 is an employee who holds a trade certificate or equivalent experience and has acquired specialist knowledge of a variety of procedures and/or techniques gained by additional training or experience in the theatre industry.

3.12.2 A Theatrical employee level 5 is required to work above and beyond a tradesperson at level 4 and to the level of the employee's training:

- (a) exercises discretion within the scope of this grade;
- (b) works under minimal supervision either as an individual or part of a team or as a team leader;
- (c) understands and implements quality control techniques;
- (d) provides trade guidance and assistance as part of a work team;
- (e) responsible for providing training in conjunction with trainers;

3.12.3 Indicative of the tasks which an employee at this level may perform, are as follows:

- (a) indicative tasks for level 4 employee;
- (b) interprets detailed instructions and procedures for others;
- (c) insures quality standards are met through consistency, timeliness, correctly following procedures, and responsiveness to the client's needs;
- (d) readily adapts to change in work procedures and associated technologies;
- (e) may use innovation to resolve issues which impact on own work area.

### 3.13 Theatrical employee - level 6

(Relativity to classification C10 of the Metal Industry Award - 120%)

3.13.1 A Theatrical employee level 6 is an employee who holds a trade certificate or equivalent experience together with a relevant Post Trade Certificate or the equivalent skill and competence acquired through a significant period of professional experience in the theatre industry.

3.13.2 A Theatrical employee level 6 is required to work above and beyond a level 5 employee and to the level of the employee's training:

- (a) understands and implements quality control techniques;
- (b) exercises discretion within the scope of this grade;
- (c) provides overall supervision and co-ordination of resources and individuals and/or work teams within areas of responsibility;
- (d) plans for and arranges training in procedural, technological change and systems for staff in the area of responsibility;
- (e) effectively handles work that is characterised by occasional peak periods and simultaneous handling of a variety of tasks, usually within one discipline, and with significant interruptions;
- (f) determines priorities and monitors performance for own and teams work, to ensure the efficient and effective use of allocated resources;
- (g) demonstrates accountability and responsibility for enabling the achievement of business goals within budgetary guidelines.

3.13.3 The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate trade and post trade training or equivalent experience to enable that employee to perform the particular indicative tasks:

- (a) demonstrates sound communication and/or liaison skills;
- (b) demonstrates a good knowledge of relevant terminology;
- (c) interprets and conveys instructions and procedures;
- (d) reliably represents the work unit;
- (e) required to use innovation to resolve issues which impact on own work area;
- (f) accountable for insuring overall quality standards are met through the importance of consistency, timeliness, correctly following procedures, and responsiveness to the needs of the client;
- (g) accountable for the selection and recruitment of staff;
- (h) assesses work performance of staff;
- (i) responsible for occupational, health and safety.

### 3.14 Theatrical employee - level 7

(Relativity to classification C10 of the Metal Industry Award - 130%)

3.14.1 A Theatrical employee level 7 is an employee who has obtained a relevant tertiary qualification together with extensive theatrical experience or equivalent skill and competence acquired through extensive theatrical experience.

3.14.2 In addition to the competencies and tasks performed by a level 6 employee, a Theatrical employee level 7 works to the level of the employee's training:

- (a) demonstrates effective and efficient use of production and/or organisational resources, by planning, implementing and monitoring achievement of objectives.

- (b) responsible for the creating and maintaining of a high level of team work and co-operation and contributes to the overall good management of a production.
  - (c) co-ordinates and controls either the overall performance activities or a variety of related disciplines.
- 3.14.3 The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate trade and post trade training or equivalent experience to enable the employee to perform the particular indicative tasks:
- (a) provides advice and guidance to staff, management and clients;
  - (b) prepares correspondence, guidelines and reports;
  - (c) demonstrates superior communication and/or liaison skills;
  - (d) demonstrates superior knowledge of relevant terminology;
  - (e) reliably represents the work unit;
  - (f) responsible for creative planning and the achievement of design standards;
  - (g) recognises the importance of consistency, timeliness, correctly following procedures, and responsiveness to the client's needs;
  - (h) demonstrates accountability and responsibility for enabling the achievement of business goals within budgetary guidelines.
- 3.15 "Suitable accommodation" means single room modern motel or serviced apartment accommodation with private facilities.
- 3.16 "Serviced apartment" means an apartment with cooking facilities for which clean linen is supplied once per week and the apartment cleaned at least once per week at the employer's cost.
- 3.17 "Local show" means a show specified as such by the employer where the production is scheduled to take place in one location only.
- 3.18 "Live theatre and concert industry services" means work performed in or in connection with any form of live entertainment, sound recording (other than recording studios) or rehearsals and may include plays, musicals, variety, live concerts, dancing, retail centres, theatre restaurants, dance halls, circuses, carnivals, karaoke and ticketing agencies. It excludes the work of a performer.
- 3.19 "Weekly employee" and "Engaged by the week", respectively, shall, subject to the operation of clause 12.2.6, mean full-time and part-time employee or employment as the case may be.

#### **4. Application of Award**

This award will apply throughout the state of New South Wales.

#### **5. Who is Bound By This Award?**

- 5.1 This award shall apply to all persons employed within the classifications in this award, to provide live theatre and concert industry services (as defined), throughout the state.
- 5.2 The following are exempt from the provisions of this award:

- 5.2.1 Registered clubs, hotels and restaurants (excluding theatre restaurants) and all work covered by the Restaurant, & c., Employees (State) Interim Award published 3 October 1997 (301 I.G. 405), as varied. Employees who are classified and engaged under the following awards:

Canteen, & c., Workers (State) Award published 17 March 2000 (314 I.G. 155), Caterers', & c., Employees (State) Award published 13 July 2001 (326 I.G. 78), as varied; Cleaning and Building Services Contractors (State) Award published 29 August 2003 (341 I.G. 173), as varied; Club Employees (State) Award published 26 November 2004 (347 I.G. 431), as varied; Club Managers' (State) Award 2004 published 5 November 2004 (347 I.G. 107), as varied; Hotel Employees (State) Award published 10 May 2002 (333 I.G. 317), as varied; Miscellaneous Workers' - General Services (State) Award published 8 December 2000 (320 I.G. 1078), as varied; Musicians (Live Performance) (State) Award published 7 December 2001 (330 I.G. 116), as varied; Retail Services Employees (State) Award published 30 June 1995 (286 I.G. 460), as varied; Security Industry (State) Award published 5 June 1992 (269 I.G. 1314), as varied; Shop Employees (State) Award published 18 May 2001 (324 I.G. 935), as varied; Theatre Managers (State) Award published 24 November 2000 (320 I.G. 543), as varied; Theatrical Employees Recreation and Leisure Industry (State) Award published 13 October 2000 (319 I.G. 406), as varied; Exhibition Industry (State) Award published 6 October 2001 (319 I.G. 1), as varied;

- 5.2.2 Wollongong Entertainment Centre.

- 5.2.3 All persons excluding performers directly employed by the relevant operators in operational, maintenance and administrative functions at the Homebush Bay Olympic games sporting and recreation complexes, ticketing agencies operating out of venues or industries covered by the AWU in the memorandum of understanding between the AWU, ALHMWU and the MEAA.

## 6. Relationship With Other Awards

- 6.1 This award rescinds and replaces the Entertainment and Broadcasting Industry - Live Theatre and Concert (State) Award published on 18 January 2002 (330 I.G. 795) and all variations thereof.
- 6.2 This award shall take effect from the beginning of the first full pay period to commence on or after 6 May 2005 and shall remain in force for a period of twelve months.

## PART 2 - AWARD FLEXIBILITY

### 7. Enterprise Flexibility Provisions

See Chapter 2 of Part 2 of the *Industrial Relations Act 1996*.

### 8. Index of Facilitative Provisions

- 8.1 A facilitative provision is one which provides that the standard approach in an award provision may be departed from by agreement between an individual employer and the Union and/or employee, or the majority of employees, in the enterprise or workplace concerned.
- 8.2 Facilitative provisions in this award are contained in the following clauses:

Clause title	Clause number
Part time employees - hours of work	11.2
Payment of wages	18
Hours of work	22.1.6(a)
Meal intervals and allowances	23.3.1
Public Holidays	32.6.1



## **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **9. Consultation and Communication Procedures**

- 9.1 At each enterprise covered by this award the employer and employees and, if appropriate an appropriate representative including the union bound by this award, may establish a mechanism and procedures which enables them to communicate and consult about matters arising out of this award.
- 9.2 The employer may permit a notice board to be erected in the workshop, theatre, hall or other place of amusement, to facilitate communication between employees and/or their union representatives.
- 9.3 This award will be exhibited by each employer in accordance with section 361 of the *Industrial Relations Act 1996*.

### **10. Dispute Resolution**

- 10.1 Subject to the rights of the parties to notify any dispute to the Industrial Relations Commission at any time, any dispute arising from work performed under this award will be dealt with as follows:
- 10.1.1 As soon as practicable after the dispute or claim has arisen, the employee/s concerned will take up the matter with their immediate supervisor affording them the opportunity to remedy the cause of the dispute;
- 10.1.2 Where any such attempt at settlement has failed to achieve a satisfactory resolution, or where the matter in dispute is of such a nature that direct discussions between the employee/s and their immediate supervisor are inappropriate, the employee/s may notify a duly authorised representative of MEAA or other employee representative who will take up the matter with the employer or their representative;
- 10.2 If the matter is not then satisfactorily resolved the matter will be submitted to the Commission for settlement.

## **PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

### **11. Employment Categories**

#### **11.1 Full-time employees**

A full-time employee will be engaged by the week and subject to the provisions of clause 22 - Hours of work and time off will work 38 ordinary hours per week.

#### **11.2 Part-time employees**

- 11.2.1 A part-time employee will mean an employee engaged by the week and will work an agreed usual number of ordinary hours less than 38 each week.
- 11.2.2 A part-time employee working ordinary time will be paid per hour 1/38th of the weekly wage prescribed by this award for the level of work performed.
- 11.2.3 A part-time employee who by agreement works more than the agreed usual number of ordinary hours in any week will be paid at her or his ordinary rate of pay, subject always to the payment of any penalty or overtime payments as provided by this award.

- 11.2.4 A part-time employee who performs work in excess of the ordinary hours for a full time employee as prescribed in 22 - Hours of work and time off, will be paid at overtime rates in accordance with the provisions of 24 - Overtime.
- 11.2.5 The minimum time worked for each period of work will be not less than four consecutive hours for which a weekly employee is rostered.
- 11.2.6 In addition to other award entitlements a part-time employee will receive pro rata annual leave, sick leave and public holiday entitlements.
- 11.3 Casual employees
- 11.3.1 A casual employee is engaged by the hour for a minimum of 4 consecutive hours. The employment of a casual employee may be terminated without notice by either the employee or employer subject to the payment of the minimum amount of wages and subject to the employee working the time covered by the payment of such wages.
- 11.3.2 The appropriate per hour rate for casual employees is calculated by dividing the rate per week, as specified in 17 - Classifications and wage rates, for the relevant classification level by 38 and adding a 20 per cent loading on such hourly rates so calculated.
- 11.4 Seasonal employees
- 11.4.1 A seasonal employee will mean a weekly employee engaged either as full time or part time on a fixed term contract.
- 11.4.2 The duration of a seasonal contract will be determined in advance by agreement and the following provisions will apply:
- (a) The contract may be renewed as often and for such time periods as agreed between the employer and employee.
  - (b) Conditions of employment will be those applying to weekly employees covered by this award.
  - (c) Where a new contract is offered and taken up immediately after the expiry of a previous contract, employment is treated as if it was continuous for entitlement purposes.
  - (d) Seasonal employees whose engagement is terminated with less than six (6) months service are paid on termination, 15.2 hours pay for each month of service. Annual leave of 76 hours is granted after six months employment. Thereafter, annual leave accrues at the rate of 152 hours per annum.
  - (e) Sick leave will be granted and will accumulate in accordance with 27 - Sick Leave, for the whole of the contract period.
  - (f) Other leave provisions including but not limited to Jury Leave will apply in accordance with the relevant award provisions for the duration of the contract period.

## 12. 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.

### 13. Stand Down of Employees

- 13.1 Despite anything contained in the award, an employer may deduct payment of wages for any day on which an employee cannot be usefully employed because of:
- 13.1.1 any strike;
  - 13.1.2 any breakdown of machinery; or
  - 13.1.3 any stoppage of work for which the employer is not responsible.

### 14. Termination of Employment

#### 14.1 Notice of termination by employer

- 14.1.1 In order to terminate the employment of an employee the employer will 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

- 14.1.2 In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- 14.1.3 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- 14.1.4 In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time he/she would have worked during the period of notice had his or her employment not been terminated will be used.
- 14.1.5 The period of notice in this clause, will not apply in the case of dismissal for conduct that justifies instant dismissal, including inefficiency within the first fourteen days, neglect of duty or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.
- 14.2 Notice of termination by an employee
- 14.2.1 The notice of termination required to be given by an employee is the same as that required of an employer. However, there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- 14.2.2 If an employee fails to give notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.
- 14.3 Time off during notice period

Where an employer has given notice of termination to an employee, an employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off will be taken at times that are convenient to the employer after consultation with the employee.

## 15. Redundancy

### (A) Application -

- (i) This clause shall apply in respect of full-time and part-time persons employed under this award.
- (ii) This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
- (iii) 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.
- (iv) 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.

### (B) Introduction of Change -

#### (i) Employer's duty to notify -

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

Provided that where this award makes provision for 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 to which they belong, *inter alia*, the introduction of the changes referred to in paragraph (i) of this subclause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (b) The discussion shall commence as early as possible after a definite decision has been made by the employer to make the changes referred to in the said paragraph (i) of this subclause.
- (c) 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.

## (C) Redundancy - Discussions before terminations -

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

## (D) Termination of Employment -

- (i) Notice for changes in production, programme, organization 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 subparagraph (a) of paragraph (i) of subclause (B), Introduction of Change, of this clause.

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

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

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

The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

- (iii) Time off during the notice period -
- (a) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- (iv) Employee leaving during the notice period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause 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 circumstance 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 type of work performed by the employee.
- (vi) Notice to Centrelink - Where a decision has been made to terminate employees, the employer shall notify Centrelink thereof as soon as possible, giving relevant information, including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (vii) Centrelink Separation Certificate - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an Employment Separation Certificate in the form required by Centrelink.
- (viii) Transfer to lower-paid duties - Where an employee is transferred to lower-paid duties for reasons set out in paragraph (i) of the said subclause (B), 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.
- (E) Severance Pay -
- (i) Where the employment of an employee is to be terminated pursuant to subclause (D), Termination of Employment, of this clause, subject to further order of the Industrial Relations Commission of New South Wales the employer shall pay the employee the following severance pay in respect of a continuous period of service:
- (a) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks

3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

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

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

- (c) "Week s pay" means the all-purpose rate for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances paid in accordance with clauses 14, Higher Duties, 12, Classifications and Wage Rates, 21, Annual Leave, 29, Travelling, 15, Allowances, and 19, Overtime.

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

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

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

- (F) Savings Clause - Nothing in this 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 industrial organisation of employees and any employer bound by this award.

## 16. Anti-Discrimination

- (1) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (3) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

- (4) Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by 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."

### **PART 5 - WAGES AND RELATED MATTERS**

#### **17. Classifications and Wage Rates**

- 17.1 The minimum weekly rates of pay to be paid to an employee are set out in Table 1 - Rates of Pay, of Part 9 - Monetary Rates of this award for the relevant classification level.
- 17.2 Notwithstanding an employee may be engaged and paid for work performed at a particular level, such engagement does not prevent the employee undertaking duties prescribed for lower classification levels during such engagement.
- 17.3 The rates of pay in this award include the adjustments payable under the State Wage Cases of 2003 and 2004. These adjustments may be offset against:
- (i) any equivalent over-award payments; and/or
  - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
- 17.4 Over-award payment is defined as the amount (whether it be termed over-award payment or by any other term whatsoever) of any payment made to an employee and which was not made in order to comply with this award.

#### **18. Payment of Wages**

All moneys due to an employee will be made available for payment within 48 hours of the conclusion of the employers pay week, or, in exceptional circumstances, at a time to be mutually agreed upon between the employee and the employer. Provided that if the employee does not present themselves for the payment at that time, it may be deferred until the following day.

#### **19. Higher Duties**



Where an employee is required to work on duties, the prescribed rate of pay for which is higher than for the employee's ordinary duty, the employee will be paid for the time so worked at the higher rate with a minimum payment at such rate as for three and a half hours.

## 20. Allowances

### 20.1 Tools/Equipment

20.1.1 The employer will pay an allowance per week as set out in Item 1 of Table 2 - Other Rates and Allowances of Part 9 - Monetary Rates of this Award to Heads of departments required to supply their own tools. Other employees required to supply basic tools (limited to hammer, brace/punch driver and wrench), will be paid an allowance cents per day as set out in Item 2 of the said Table 2.

20.1.2 Employees will be reimbursed the cost of all mechanical property or light requirements including torches. Provided that such reimbursement will not be payable where the employer provides all mechanical property or light requirements including torches.

### 20.2 Laundry

The employer will pay a weekly employee an allowance per week as set out in Item 3 of the said Table 2 for blouses and shirts and an amount per week as set out in Item 4 of the said Table 2 for other garments where uniforms are not laundered by the employer. For other than weekly employees a laundry allowance per day as set out in Item 5 of the said Table 2 will be paid up to a maximum amount per week as set out in Item 6 of the said Table 2.

### 20.3 Shoes

The employer will pay a front of house employee an allowance per day as set out in Item 7 of the said Table 2 up to a maximum amount per week as set out in Item 8 of the said Table 2 where the employee is required to wear shoes of a colour other than black.

### 20.4 Uniforms/Special costumes/Protective Clothing

20.4.1 The employer will pay an employee who is required to wear a costume or uniform more unusual than is reasonably necessary for the performance of his or her work, an allowance of

(a) if engaged by the week - an amount per week as set out in Item 9 of the said Table 2

(b) if engaged other than by the week - an amount per performance as set out in Item 10 of the said Table 2.

20.4.2 If any question arises as to whether such costume or uniform is so more unusual, it will be dealt with in accordance with clause 11, Dispute Resolution.

20.4.3 An employee will be reimbursed the cost of any special uniforms or staff dresses required to be worn. Provided that such reimbursement will not be payable where the employer provides the special uniforms or staff dresses.

20.4.4 An employee will be reimbursed the cost of dry cleaning and laundering suitable protective clothing for electricians, utility men, cleaners and maintenance men if requested by an employee. Provided that such reimbursement will not be payable where the employer provides and cleans the protective clothing.

### 20.5 Transmission or recording

- 20.5.1 Where a performance is to be recorded or transmitted by any means, including but not limited to radio or television transmission or film, video or audio recording, and whether transmitted live or recorded for later transmission, exhibition, distribution or sale, all production employees who perform work on that performance will receive an allowance (recording allowance) as set out in Item 11 of the said Table 2 in addition to the rate they would otherwise have received. Provided that:
- (a) The recording allowance will only be paid when the recording transmission takes place during a performance or performances; and
  - (b) One payment only will be made under the provisions of 20.5.1 notwithstanding that recording of a production may take place over a series of performances.
- 20.5.2 Where a performance is recorded for sound only or transmitted by radio only the provisions of 20.5.1 will apply to Sound Technicians only.
- 20.5.3 The provisions of 20.5.1 will not apply to:
- (a) Extracts of a performance or performances which are recorded or transmitted for news, publicity or promotional purposes, including paid television or radio commercials for that performance or season of performances;
  - (b) A performance or performances which are recorded for training, educational or archival purposes, provided that the hirer undertakes in writing to the employer that such recordings will not be used for public broadcast, exhibition, distribution or sale; and
  - (c) Occasions when the only purpose of the hiring is the recording or transmission of a performance, even though a non-paying audience may be present.
- 20.5.4 The recording allowance is not to be recorded as ordinary pay for the purpose of this award insofar as the calculation of overtime, penalty, shift and annual leave loading payments are concerned.
- 20.5.5 Where the employer proposes an exclusion from payment of the recording allowance as provided for in 20.5.3, the employer will provide all production employees with seven days notice of any such performance provided that where such recording or transmission is arranged with less than seven days notice, all production employees will be provided with notice as soon as arrangements for the relevant recording or transmission are made.

## 21. Superannuation

- 21.1 In addition to other payments provided for under this award, the employer will, subject to this clause, make a superannuation contribution to the Superannuation Trust of Australia (STA), being a superannuation fund which complies with the Australian Government's operational standards for occupational superannuation funds (the Fund).
- 21.2 Such payments will be equivalent to that prescribed in Federal Government Superannuation Legislation or three per cent of the employees' actual rate of pay, whichever is the greater, provided that this requirement will not apply to persons employed within Australia who are normally resident outside Australia.
- 21.3 The employer will establish at the time of the engagement, whether the employee is a member of STA.

- 21.4 In the event the employee is not a member of STA and the employee has made arrangements for his/her own complying superannuation fund the employer will request the employee to sign the following disclaimer:
- 21.4.1 "I have been supplied with an application form to join STA but I do not wish to become a member of the fund as I have my own fund and I direct the employer to enter contributions into that fund."
- 21.5 In the event the employee is not a member of STA and does not have a personal fund, the employer will request that the employee complete a STA application form.
- 21.6 Where a contribution is made as prescribed in this clause, the employer will forward to the fund administrator of STA the contribution, the name and address of the employee on whose behalf the contribution is made and the Superannuation Fund number of the employee, or in the event the employee is not a member of STA the completed application form.
- 21.7 The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Change Act 1992*, the *Superannuation Industry (Supervisor) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation as varied from time to time, governs the superannuation rights and obligations of the parties.
- 21.8 For the purposes of this clause the normal gross rate of pay refers to:
- 21.8.1 In the case of weekly employees, the usual gross weekly earnings of a weekly employee including all over award payments; Rostered Day Off payments; Sunday where such Sunday is part of the employee's ordinary working week; or the contracted weekly rate of pay including any penalties or loadings where such penalties and loadings are part of the employee's contracted weekly rate. Provided that such rates will exclude overtime and penalty payments other than as provided for above, reimbursement allowances, broadcast allowances and annual leave loading.
- 21.8.2 Contracted weekly rate includes payment in accordance with an agreement involving a specified number of hours of work in excess of the ordinary hours prescribed by the award whether for the whole or a portion of the engagement.
- 21.8.3 In the case of casual employees, the actual gross earnings of such employee but not including any reimbursement allowances or broadcast allowances.
- 21.9 Superannuation contributions remain payable pursuant to this clause notwithstanding that an employee is absent from work on approved sick leave, annual leave, long service leave or other paid leave. Contributions also remain payable in respect of an absence which is the consequence of a bona fide worker's compensation claim.
- 21.10 The superannuation contribution will:
- 21.10.1 In the case of weekly employees, be paid no later than seven days following the end of the last pay period in any month.
- 21.10.2 In the case of casual employees payments will be made no later than 30 days following the engagement.

## **PART 6 - HOURS OF WORK, BREAKS, OVERTIME,**

## SHIFTWORK, WEEKEND WORK

### 22. Hours of Work and Time Off

#### 22.1 Weekly employees.

- 22.1.1 The ordinary hours of work for weekly employees will, subject to 22.1.6, be 38 per week.
- 22.1.2 Ordinary hours may be worked on any of the days Monday through to and including Sunday between the hours of 7.00 a.m. and 12 midnight. Provided that a Theatrical Employee engaged specifically as a cleaner may be rostered to work ordinary hours between 12 midnight and 7.00 a.m. and will receive an additional loading of 20% of their ordinary hourly rate for such work.
- 22.1.3 The number of ordinary hours to be worked on any day will be a minimum of 4 hours and a maximum of 12 hours to be worked in no more than two periods, each period to be continuous except as to meal hours occurring therein.
- 22.1.4 Full time employees will be entitled to 2 rostered days off work for every period of seven days, which will be consecutive wherever reasonably possible, provided that such rostered days off may by agreement accumulate up to a maximum of 6 days.
- 22.1.5 Weekly employees must be notified by the employer of their working shifts by means of roster placed in the staff room for each employee's perusal. At least seven days' notice must be given to the employee should any alteration of the working hours be intended, except in the case of emergency.
- 22.1.6
- (a) The implementation of cyclic rostering, that is working hours other than as provided for in sub-clauses 22.1.1 - 22.1.5, will be determined at the enterprise where the employer and the majority of employees concerned agree. The ordinary hours of work will be an average of 38 per week and will not exceed 152 hours over 28 consecutive days.
  - (b) Different arrangements may apply to different areas of operation within the enterprise.
  - (c) An agreement pursuant to sub-clause 22.1.6(a) will be recorded in writing and be available to all employees.

#### 22.2 Casual employees

- 22.2.1 The ordinary hours of work for casual employees will be a minimum of 4 consecutive hours per day. Ordinary hours may be worked on any of the days Monday through to and including Sunday between the hours of 7.00 a.m. and 12 midnight.
- 22.2.2 Casual employees are not paid per performance. Employees may be required to work on a number of performances during an engagement.
- 22.2.3 Where casual employees are required to work on the same day on at least 3 short performances (as defined), and there is a break between any two of the short performances of at least 2 hours, those employees will be paid a minimum call for each such performance of 2 hours.

#### 22.3 Savings

Employees engaged as Booking Clerks or Ticket Sellers as at 3 March 1997, will continue to be engaged on the basis of 36 hours per week which will be applied for all purposes under this award.

### **23. Meal Intervals and Allowances**

23.1 Weekly employees, in the ordinary course of work, will be entitled to meal intervals as follows:

23.1.1 Lunch

One hour continuous between 12.00 noon and 3.00 p.m.

23.1.2 Dinner

One hour continuous between 5.00 p.m. and 8.00 p.m.

23.1.3 Supper

Half an hour between 10.00 p.m. and 12.00 midnight.

23.1.4 Breakfast

One hour continuous between 7.00 a.m. and 9.00 a.m. but for cleaners, half an hour between 8.00 a.m. and 9.00 a.m.

23.2 Casual employees who work for more than four hours will be entitled to a minimum meal break of 30 minutes.

23.3

23.3.1 The span of hours during which meal breaks may be taken may be varied where specific work requirements necessitate it.

23.3.2 In the event that an employee is required to work more than five continuous hours without a suitable meal interval, the employee will be paid for the period which should be allowed as the meal interval at the rate of double time. This clause will not apply to employees engaged to work on a continuous shift roster.

23.3.3 Provided that those employees working during the preparation of a stage production for the period of seven days preceding the opening of the production will be paid at the rate of time and a half in lieu of the aforesaid double time except on Sundays when double time and a half will be paid.

23.4 No part of the time that should be allowed as a meal interval will be counted as part of the ordinary hours of work within the meaning of clause 22 - Hours of work and time off.

23.5 The employer will pay an employee (other than a cleaner) a meal allowance as set out in Item 12 of the said Table 2, additional, for each meal interval occurring before the employee's finishing time, where the employee has worked between 12 midnight and 8.00 a.m. and who continues to work beyond 8.00 a.m. Provided that such meal allowance will not be payable where the employee commences work at or after 5.00 a.m.

23.6 The employer will pay an employee a meal allowance as set out in Item 13 of Table 2 - Other Rates and Allowances of Part 9 - Monetary Rates of this Award, where the employee is required to work two performances, back to back. Provided that such meal allowance will not be payable where the employer provides a suitable meal.

### **24. Overtime**

## 24.1 Weekly employees

- 24.1.1 Weekly employees will receive overtime calculated to the nearest quarter of an hour, as follows:
- 24.1.2 For all work performed in excess of the rostered daily hours - at the rate of time and on half for the first 2 hours and double time thereafter.
- 24.1.3 For all work performed on a rostered day off - at the rate of time and a half for the first 4 hours and double time thereafter.
- 24.1.4 For all the work performed in excess of the weekly total of hours - at the rate of time and a half.
- 24.1.5 For all work performed after a break in working hours prescribed to be worked consecutively or continuously - at the rate of time and a half.
- 24.1.6 Part time employees who perform work in excess of 38 ordinary hours per week - time and one half for the first 2 hours and double time thereafter.

## 24.2 Casual employees

- 24.2.1 A casual employee will receive overtime calculated to the nearest quarter of an hour.
- 24.2.2 A casual employee who works in excess of 8 hours per day will be paid overtime at the rate of time and a half for the first 2 hours and double time thereafter.
- 24.2.3 A casual employee who works more than 38 hours (excluding overtime worked and paid on a daily basis) in any one week will be paid for all hours in excess of 38, time and a half for the first four hours and double time thereafter.

## 24.3 All employees

- 24.3.1 Where an employee is detained at work until it is too late to travel home by the last train, tram or other regular public conveyance, the employer will provide proper conveyance to the employee's home for the employee so detained.
- 24.3.2 An employee will, wherever possible, be given 24 hours' notice that the employee is required to work all night after an evening performance.
- 24.3.3 For all work performed between 12 midnight and 7.00 a.m. - at the rate of double time other than work performed by employees engaged specifically as cleaners.
- 24.3.4 An employee who works overtime on any day will be entitled to a break of ten hours before resumption of work on the following day. Should such employee be required to resume work before the expiration of ten hours the employee will be paid at the rate of double time until the employee is released from duty for such period.

## 24.4 Reasonable overtime:

- (i) Subject to sub-clause (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.
- (iii) For the purposes of sub-clause (ii) what is reasonable or other wise will be determined having regard to:

- (a) any risk to employee health and safety.
- (b) The employee's personal circumstances including any family and carer responsibilities.
- (c) The needs of the workplace or enterprise.
- (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.

### **25. Sundays**

- 25.1 All employees who are required to commence work on a Sunday, whether part of an ordinary roster or work cycle, or not part of a roster cycle, or overtime, will be paid at the rate of double time, with a minimum payment for four hours.
- 25.2 Where an employee who commences work on a Saturday and continues to work without a break on Sunday, the minimum 4 hour call for work performed on a Sunday as prescribed in 25.1 will not apply.

## **PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **26. Annual Leave**

#### **26.1 Annual leave entitlement**

All employees engaged by the week will have 152 hours annual leave for each year of service on full pay (as defined in 3 - Definitions) which leave will be taken within six months of the date of entitlement, unless otherwise mutually agreed. The said leave may be taken in two periods by mutual agreement.

#### **26.2 Time of taking annual leave**

If the 152 hours annual leave due under 26.1 will not have been given at the expiration of the year, the employee's right thereto will continue and accumulate in respect of each year's service but only to the extent of two years.

#### **26.3 Annual leave loading**

26.3.1 Each full time or part-time employee before going on any period of annual leave will be paid an annual leave loading at the rate of 17-1/2 per cent of the rate of full pay prescribed herein for such employee. Such loading will be in addition to the amount paid to the employee under 26.1.

26.3.2 No loading is payable to an employee who takes annual leave wholly or partly in advance. Provided that if the employment of such an employee continues until the day when the employee would have become entitled to annual leave, the loading then becomes payable in respect of the period of such leave and is to be calculated by applying the award rates of pay applicable on that day.

#### **26.3.3**

- (a) When the employment of an employee is terminated by the employer for a cause other than misconduct and at the time of the termination the employee has not taken the whole of the annual leave to which the employee has become entitled under the terms of 26.1, the employee will be paid the loading for the period of leave not taken.

- (b) Except as provided by 26.3.3(a) no loading is payable on the termination of an employee's employment.

#### 26.4 Public holidays during annual leave

Where any public holiday as prescribed in 32 - Public holidays occurs during the period of the employee's annual leave, the leave will be increased by 7.6 hours for each such holiday.

#### 26.5 Proportionate annual leave on termination

If the employment of any weekly employee be terminated such employee will be entitled to 15.2 hours pay for each month of service that has been rendered during the employment unless in respect of such service annual leave has been given by the employer or the employee has lost the right thereto under the provisions of this clause. Such payment will be made within fourteen days of the termination of the employment.

#### 26.6 Conversion of accrued leave

26.6.1 All accumulated or accrued leave up to and including 2 March 1997, will be credited on the basis of a 38 hour week and rates of pay applicable to such leave will be calculated on the basis of a 38 hour divisor. Consequently credits will be converted as follows:-

If in weeks	x	38 hours;		
If in days	x	7.6 hours;		
If in hours	x	No. of hours	x	7.6 / 8

26.6.2 Leave debits on or after 3 March 1997 will be equivalent to the ordinary hours employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

### 27. Sick Leave

- 27.1 An employee who is absent from work on account of personal illness, or injury by accident not arising out of and in the course of the employee's employment and who has been in the service of the employer for a period of more than twelve weeks, will be entitled to leave of absence without deduction of pay subject to the following conditions and limitations:
- 27.2 During each year of service, 76 hours sick leave will be allowed.
- 27.3 The employee will not be entitled to paid sick leave for any period of absence in respect of which the employee is paid workers' compensation.
- 27.4 The employee will, within 24 hours of the commencement of such sick leave absence, inform the employer of the employee's inability to report for duty and so far as practicable state the nature of the injury or illness from which the employee is suffering and the estimated period of the employee's absence.
- 27.5 The employee will, if so required by the employee's employer, provide satisfactory evidence of the nature of the injury and of the employee's inability to attend for duty on any day or days for which sick leave is claimed.
- 27.6 Subject to the provisions of this clause an employee will be allowed 30.4 hours' sick leave (in the aggregate) per year without having to produce a medical certificate.
- 27.7 Sick leave will accumulate from year to year so that any balance of the period specified in that clause which has in any year not been taken by the employee as paid sick leave, may be claimed by such employee and will be allowed by the employer in a subsequent year without diminution of the sick leave



prescribed in respect of that year. Sick leave that accumulated pursuant to this clause will be available to the employee only for a period of twelve years from the end of the year in which it accrued.

27.8 Conversion of accrued leave.

27.8.1 All accumulated or accrued leave up to and including 2 March 1997, will be credited on the basis of a 38 hour week and rates of pay applicable to such leave will be calculated on the basis of a 38 hour divisor. Consequently credits will be converted as follows:-

If in weeks	x	38 hours;		
If in days	x	7.6 hours;		
If in hours	x	No. of hours	x	7.6 / 8

27.8.2 Leave debits on or after 3 March 1997 will be equivalent to the ordinary hours employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

## 28. Bereavement Leave

- 28.1 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 28.3 of this clause.
- 28.2 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.
- 28.3 Bereavement leave shall be available to the employee in respect of the death of the person prescribed for the purposes of personal/carer's leave in accordance with paragraph (c) of subclause (1) of clause 29, Personal/Carer's Leave, provided that for the purposes of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 28.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has already been granted other leave.
- 28.5 Bereavement leave may be taken in conjunction with other leave available under subclauses (2), (3), (4) and (5) of the said clause 29. Where such other available leave is to be taken in conjunction with bereavement leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.

## 29. Personal/Carer's Leave

- (1) Use of Sick Leave -
- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) of this subclause who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 22, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:

- (i) the employee being responsible for the care of the person concerned; and
  - (ii) the person concerned being:
    - (a) a spouse of the employee; or
    - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide basis although not legally married to that person; or
    - (c) a child or an adult child (including an adopted child, step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
    - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
    - (e) a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:
      - (1) "relative" means - a person related by blood, marriage or affinity;
      - (2) "affinity" means - a relationship that one spouse, because of marriage, has to blood relatives of the other; and
      - (3) "household" means - a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (2) Unpaid Leave for Family Purpose -
- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) of this clause who is ill.
- (3) Annual Leave -
- (a) An employee may elect, with the consent of the employer and subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
  - (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
  - (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences until at least five consecutive annual leave days are taken.
- (4) Time Off in Lieu of Payment for Overtime -
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time 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.

### 30. Parental Leave

See Part 4 of Chapter 2 of the *Industrial Relations Act* 1996.

### 31. Jury Leave

- 31.1 A weekly employee required to attend for jury service during ordinary working hours will be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wage that would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.
- 31.2 An employee will notify the employer as soon as possible of the date upon which the employee is required to attend for jury service. Further, the employee will give the employer proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

### 32. Public Holidays

- 32.1 An employee will be entitled to public holidays without loss of pay on the following days:
- 32.1.1 New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; Australia Day, Anzac Day, Queen's Birthday, and Eight Hour Day, May Day or Labour Day; and
  - 32.1.2 the first Monday in August;
- 32.2 When Christmas Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on 27 December.
- 32.3 When Boxing Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on 28 December.
- 32.4 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday.
- 32.5 Where in the State, public holidays are declared or prescribed on days other than those set out in this clause, those days will constitute additional holidays for the purpose of this award.
- 32.6 An employer and their employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees will constitute agreement.

- 32.6.1 If an employee is a member of a union bound by the award, the employee may be represented by the union in meeting and conferring with the employer about the implementation of the facilitative provisions.
- 32.6.2 An agreement pursuant to 32.6 will be recorded in writing and be available to every affected employee.
- 32.7 All employees who work on a public holiday, whether part of an ordinary roster or work cycle, or not part of a roster cycle, will be paid at the rate of double time, with a minimum payment as for four hours.
- 32.8 An employee whose rostered time off falls on a public holiday as provided for in this clause will be allowed an additional day off at a time to be agreed between the employer and the employee, or be paid an additional days pay in lieu thereof within seven days of the holiday.

### **33. Leave for Consultation Meetings**

Each employer will allow his/her employees to attend meetings to discuss industrial matters without loss of ordinary pay provided the following conditions are observed:

- 33.1 At least fourteen days notice of such meeting is given to the employer.
- 33.2 The meetings will be held on Mondays, not public holidays and will conclude by 12:30 p.m.
- 33.3 The employer is only obliged to pay wages for the period that the employee was rostered for duty.
- 33.4 The employer is only obliged to pay wages for the period of the meeting if the employer is in receipt of satisfactory evidence of the employee's attendance at the meeting.
- 33.5 The employer is not obliged to pay wages for more than two such meetings in any calendar year in each State.

## **PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK**

### **34. Travelling**

- 34.1 An employee required by the employer to travel will be reimbursed up to his/ her actual cost of an economy class airfare or equivalent to the destination. This provision will not apply where the employer provides and the employee elects to use employer provided transport.
- 34.2 When travelling on duty, an employee will be paid the full prescribed rate of pay for the whole period of the tour from the time of leaving the place of engagement at the beginning of the tour until the employee returns to that place of engagement at the end of the tour. Broken weeks at the beginning or end of the tour will be paid pro rata and the days of departure and return other than a Sunday, each to be counted as one day worked:
- 34.3 Provided that if either of such days be Sunday, 34.4 will apply to that day.
- 34.4 If an employee engaged by the week is required by the employer to travel on a Sunday the employee will, unless paid in pursuance of 25 - Sundays for working on a Sunday, be paid for travelling, one-tenth of the prescribed per week rate in addition to the travelling allowance payable in respect of the Sunday.
- 34.5 If an employee engaged by the week is on tour and, on any calendar day on which the employee is required to work at a performance held on that day, is also required to travel during any time between 8.00 a.m. and 5.00 p.m. one half of the travelling time will be counted as time worked, providing the maximum number of hours so paid, will be four.

- 34.6 On the day a tour's journey begins the employer will be entitled to the ordinary services of the employee during so much of the day the employee is not travelling.
- 34.7 On the day a tour's journey ends the employer will be entitled to the ordinary services of the employee up to 5.00 p.m. during so much of the day as the employee is not travelling and if the employee fails without reasonable cause to attend when requested for such service, the employer will be entitled to deduct payment proportionate to the time during which the employee so fails to attend.
- 34.8 Accommodation
- 34.8.1 Where an employee is required to travel the following provisions will apply with respect to accommodation.
- 34.8.2 Travel period less than one week
- Where the period of travel is one week or less an allowance per night as set out in Item 14 of Table 2 - Other Rates and Allowances of Part 9 - Monetary Rates of this Award will be payable provided that such allowance will not be payable where the employer provides suitable accommodation.
- 34.8.3 Travel period greater than one week
- The employer will pay to each employee a cash allowance per week as set out in Item 15 of the said Table 2 or an amount per night as set out in Item 16 of the said Table 2 up to the maximum weekly allowance. Where this allowance is payable it should be paid in advance up to a maximum of one week. Provided that:
- 34.8.4 The above allowance is not payable:
- (a) Where the employer provides suitable accommodation.
  - (b) If the employer elects not to provide accommodation and the employee elects to accept reimbursement of the expenses of such accommodation up to the maximum limits as set out in Table 3 - Reimbursement of Expenses of part 9 - Monetary Rates of this award.
  - (c) Shared accommodation
    - (i) Where an employer and employees agree in writing, shared accommodation may be provided by the employer. The employer will retain a copy of any such agreement.
    - (ii) Where the employer is not providing accommodation and employees agree in writing to share accommodation, the reimbursement limits set by this clause will be increased by 25% in respect of such shared accommodation. A copy of such agreement will be retained by the employer.
    - (iii) Where there are special circumstances which an employer considers preclude him/her from being able to provide suitable accommodation the employer and employee may agree to shared accommodation without additional payment.
- 34.8.5 Reimbursement will be made weekly or at such longer intervals as the employer and employee agree and will be made upon presentation by the employee of a receipted account for the accommodation or such other arrangements as are agreed between the employer and the employee.
- 34.8.6

- (a) In lieu of the provisions of 34.8.4(a) and 34.8.4(b), an employee may elect to take a cash allowance per week as set out in Item 17 of the said Table 2 or an amount per night as set out in Item 18 of the said Table 2 up to a maximum of the weekly cash allowance.
- (b) Where an employee elects to take this allowance it shall be paid in advance up to a maximum of one week.

34.8.7 Any dispute as to the operation of this clause or as to whether accommodation provided by an employer is suitable accommodation as is required by this clause will be dealt with in accordance with 11 - Dispute resolution.

34.8.8 When any travel in excess of one week in duration is required as much notice as is practicable will be given to employees. Such notice will also include, where the employer is providing accommodation in accordance with this clause the details of the accommodation to be provided. The employee will indicate within fourteen days of the offer of accommodation whether they propose to accept the offer unless impractical to do so in the circumstances.

#### 34.9 Meals

An employee required to travel will be an allowance for meals per day as set out in Item 19 of the said Table 2 to a maximum amount per week as set out in Item 20 of the said Table 2. Provided that such allowances will not be paid where the employer provides meals of a satisfactory nature.

#### 34.10 Incidentals

An employee required to travel will be paid an allowance for incidentals per day as set out in Item 21 of the said Table 2 to a maximum amount per week as set out in Item 221 of the said Table 2.

#### 34.11 Eligibility

34.11.1 The provisions of 34.8, 34.9 and 34.10 above will not apply:

- (a) with respect to an employee who is engaged to work at a single location away from the employees place of residence for a specific period of twelve months or more.
- (b) where an employee is engaged on a local show.

34.11.2 An employer will not knowingly engage on a local show, an employee whose place of residence is not in the local area.

34.11.3 The provisions of this clause will be applicable as though the place of residence of the employee or prospective employee had been correctly stated, where an employer:

- (a) avoids or seeks to avoid the operation of this clause by inducing any employee or prospective employee to misrepresent the employees' place of residence; or
- (b) engages an employee where the employer knows that the place of residence of an employee or prospective employees has been misrepresented.

**PART 9 - MONETARY RATES****Table 1 - Rates of Pay**

Classification Level	Previous rate \$	SWC 2003 adjustment per week \$	Total min per week from first full pay period after 06/05/05 \$	SWC 2004 adjustment per week \$	Total min per week from first full pay period after 06/11/05 \$
Theatrical Employee Level 1	431.40	17.00	448.40	19.00	467.40
Theatrical Employee Level 2	481.50	17.00	498.50	19.00	517.50
Theatrical Employee Level 3	502.35	17.00	519.35	19.00	538.35
Theatrical Employee Level 4	546.05	17.00	563.05	19.00	582.05
Theatrical Employee Level 5	566.90	17.00	583.90	19.00	602.90
Theatrical Employee Level 6	606.65	17.00	623.65	19.00	642.65
Theatrical Employee Level 7	648.35	17.00	665.35	19.00	684.35

**Table 2 - Other Rates and Allowances**

Item	Clause	Description	Previous Rate \$	Total min per week from first full pay period after 06/05/05 \$	Total min per week from first full pay period after 06/11/05 \$
1	20.1.1	Heads of Department Supplying Own Tools	6.56	7.20	7.44
2	20.1.1	Other Employees Providing Basic Tools	0.69	0.75	0.78
3	20.2	Laundry Allowance - Blouses and Shirts	2.29	2.50	2.59
4	20.2	Laundry Allowance - Other Garments	5.96	6.50	6.72
5	20.2	Laundry Allowance - Other than weekly employees	1.83	2.00	2.07
6	20.2	Laundry Allowance - Other Employees Maximum Per Week	8.25	9.05	9.36
7	20.3	Front of House - Shoes Other Than Black	0.88	0.95	0.98
8	20.3	Front of House - Shoes Other Than Black Maximum Per Week	4.40	4.70	4.86
9	20.4.1(a)	Costume More Unusual Than Reasonably Necessary - Engaged by the Week	6.62	7.05	7.29
10	20.4.1(b)	Costume More Unusual Than Reasonably Necessary - Other Than Engaged by the Week	1.32	1.40	1.45
11	20.5.1	Allowance Per Recording	66.68	86.28	89.21
12	23.5	Meal Allowance	6.87	6.87	6.87
13	23.6	Meal Allowance	9.81	10.10	10.44
14	34.8.2	Travel Period Less Than One Week	82.00	105.00	116.20
15	34.8.3	Travel Period Greater Than One Week -Per Week	302.00	366.50	405.90

16	34.8.3	Travel Period Greater Than One Week -Per Night	60.00	73.30	81.20
17	38.8.6(a)	Cash Allowance Per Week	302.00	366.50	405.90
18	38.8.6(b)	Cash Allowance Per Night	60.00	73.30	81.20
19	34.9	Meals - Per Day	32.40	36.70	38.32
20	34.9	Meals - Maximum Per Week	162.00	183.50	191.60
21	34.10	Incidentals - Per Day	9.90	11.13	11.74
22	34.10	Incidentals - Maximum Per Week	49.50	55.64	58.70

**Table 3 - Reimbursement of Expenses**

(Clause 34.8.4(b))

Destination	Previous Rate \$	Amount from first full pay period after 06/05/05 \$	Amount from first full pay period after 06/11/05 \$
Sydney and Melbourne	584.00	654.00	811.80
Adelaide, Hobart, Perth and Brisbane	478.00	535.00	614.00
Canberra	531.00	595.00	715.95
Other Places	425.00	476.00	559.65

W. R. HAYLEN J.

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(1129)

**SERIAL C3781****PARLIAMENTARY REPORTING STAFF (SALARIES) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Media, Entertainment and Arts Alliance New South Wales, industrial organisation of employees.

(No. IRC 2439 of 2005)

Before The Honourable Justice Schmidt

30 May 2005

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

Clause No.	Subject Matter
1.	Arrangement
2.	Area, Incidence and Duration
3.	Classifications and Salaries, Adjustment to Rates of Pay
4.	All Incidence of Employment Allowance
5.	Hours of Work and Overtime
6.	Leave Entitlements
7.	Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of other Leave Entitlements.
8.	Saving of Rights
9.	No Extra Claims
10.	Anti Discrimination
11.	Dispute Avoidance and Settling Procedures

**PART B**

Monetary Rates

Table 1 Salaries

Table 2 All Incidence of Employment Allowance

**2. Area, Incidence and Duration**

- (a) This award shall apply to the employees employed in the classifications specified in clause 3 Classification and Salaries.
- (b) This award commences on 13th May 2005 being the date of lodgement of an application for the award and remains in force until July 2007.
- (c) This award rescinds and replaces the Parliamentary Reporting Staff (Salaries 2004) Award published 5 November 2004 (347 IG 164), reviewed award by Senior Deputy President Harrison 22nd June 2004.

**3. Classification and Salaries, Adjustments to Rates of Pay**

- (a) The classification of positions covered by this award are specified in Table 1 - Salaries of Part B Monetary Rates.
- (b) The minimum salary for employees shall be as set out in Table 1 - Salaries, of Part B, Monetary Rates.
- (c) The payment of increments under the scale of salaries specified in Table 1 shall be subject to satisfactory performance and the approval of the Editor of Debates.

#### Adjustments to Rates of Pay

- (d) The rates of pay and allowances in Part B Monetary Rates will be adjusted in line with any increases in the salaries of the Crown Employees (Public Sector Salaries 2004) Award or replacement awards, subject to;
  - (i) the Alliance and Presiding Officers agree in writing to accept and implement any conditions included in any framework, memorandum of understanding, or other conditions agreed between the Public Service Association and Public Employment Office that is a consideration for the salary increases in any replacement to the Crown Employees (Public Sector Salaries 2004) Award.

#### **4. All Incidence of Employment Allowance**

In addition to the salary rates prescribed in clause 3 Classifications and salaries, employees shall be paid an all incidence of employment allowance as set out in Table 2 - All Incidence of Employment Allowance of Part B Monetary Rates. This allowance is in respect of all incidents of employment in recognition of the special features of Hansard work notably the long hours worked in sitting periods, the level of skills required to be exercised under sometimes extreme difficulties and the stress and pressure placed on the Hansard staff during sitting periods through the requirements of the Parliament. The allowance is to be treated as salary for all purposes. Hansard staff shall, in non-sitting periods, be required to attend for duty each day unless on approved leave or deemed not required at the discretion of the Editor of Debates.

#### **5. Hours of Work**

- (a) The working hours of staff and the manner of their recording, shall be as determined from time to time by the Editor of Debates.
- (b) Reporting staff shall, in non-sitting periods, be required to attend for duty each day unless on approved leave or deemed not required at the discretion of the Editor of Debates.
- (c) The Editor of Debates may require a staff member to perform extended hours of duty associated with the sittings of the Houses of Parliament and their Committees, but only if it is reasonable for the staff member to be required to do so. In determining what is reasonable, the staff member's prior commitments outside the workplace, particularly the staff member's family responsibilities, community obligations or study arrangements shall be taken into account. Consideration shall be given also to the urgency of the work required to be performed during extended periods of work, the impact on the operational commitments of the organisation and the effect on client services.
- (d) The Editor of Debates shall ensure that all staff members employed in the department are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

#### **6. Leave Entitlements**

- (a) Annual Leave - Reporting staff shall accrue 30 days annual leave each 12 months of service.
- (b) All Reporting Staff working under job-share arrangements are eligible to the leave entitlements which will accrue on a pro-rata basis.

- (c) An amount of leave may be taken, on or pro-rata basis, within the first 12 months of service and during each 12 months of service thereafter, where a sufficient amount of leave has been accrued up to the date upon which the leave is to be taken.

## **7. Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of Other Leave Entitlements**

### 7.1 Definitions

The definition of "family" and "relative" for these purposes is the same as that provided in the Standard Clause of the State Personal/Carer's Leave Case (30 August 1996). The person who needs the employee's care and support is referred to as the "person concerned" and is:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
  - 1. 'relative' means - person related to blood, marriage or affinity;
  - 2. 'affinity' means - 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.

### 7.2 Family and Community Service Leave - general

- (a) The Editor of Debates may grant family and community service leave to an employee:
  - (1) for reasons related to the family responsibilities of the employee, or
  - (2) for reasons related to the performance of community service by the employee, or
  - (3) in a case of pressing necessity.
- (b) Family and Community Service Leave replaces Short Leave.
- (c) An employee is not to be granted family and community service leave for attendance at court to answer a criminal charge, unless the Editor of Debates approves the grant of leave in the particular case.

### 7.3 Family and Community Service Leave - entitlement.

- (a) The maximum amount of family and community service leave on full pay that may be granted to an employee is:
  - (1) 2.5 working days during the first year of service and 5 working days in any period of 2 years after the first year of service, or

- (2) 1 working day for each year of service after 2 years' continuous service, minus any period of family and community service leave already taken by the employee, whichever is the greater period.
- (b) Family and Community Service Leave is available to part-time employees on a pro rata basis, based on the number of hours worked.
- (c) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discreet, 'per occasion' basis to an employee on the death of a person as defined in Clause 7.1 Definitions above.

#### 7.4 Use of sick leave to care for a sick dependant - general

When family and community service leave, as outlined in subclause 7.3 above, is exhausted, the sick leave provisions under subclause 7.5 may be used by an employee to care for a sick dependant.

#### 7.5 Use of sick leave to care for a sick dependant - entitlement

- (a) The entitlement to use sick leave in accordance with this clause is subject to:
  - (i) the employee being responsible for the care and support of the person concerned, and
  - (ii) the person concerned being as defined in subclause 7.1 Definitions of this clause.
- (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under 7.5 (b) above, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) The Editor of Debates may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in subclause 7.5(c) above.
- (e) 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 to require care by another person.
- (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
- (g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
- (h) The 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.
- (i) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

#### 7.6 Time Off in Lieu of Payment for Overtime

There is no provision for time off in lieu of overtime as clause 4, All incidence of Employment Allowance replaces payment for overtime with an annual allowance prescribed in this award.

7.7 Use of make-up time

- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at a later time, during the spread of ordinary hours, 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 during ordinary hours for family or community service responsibilities and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.

7.8 Use of other leave entitlements

The Editor of Debates may grant an employee other leave entitlements for reasons related to family responsibilities, or community service by, the employee. An employee may elect, with the consent of the employer, to take:

- (a) recreation leave;
- (b) extended leave; and
- (c) leave without pay.

7.9 Grievance and dispute handling process

In the event of any grievance or dispute arising in connection with any part of the provisions of this determination, such a grievance or dispute shall be processed in accordance with the grievance and dispute handling provisions in clause 11 of this award.

## 8. Saving of Rights

At the time of the making of this award, no employee covered by this award will suffer a reduction in his or her rate of pay or loss or diminution in his or her conditions of employment as a consequence of the making of this award.

## 9. No Extra Claims

- (a) This Award provides pay increases of 4% with effect from the date of making the application of this award plus a further 4% the first pay period to commence on or after the 1 July 2005, and a further 4% with effect from the first pay period on or after 1 January 2006. These increases are provided arising from the agreement of the parties as contained in the Memorandum of Understanding between the Presiding Officers of the Parliament of New South Wales and the Media Entertainment and Arts Alliance entered into on 21st March 2005.
- (b) The pay rates increases provided by this Award are premised on the basis that there shall be no further salary claims during the term of the Award.

## 10. 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 carer's responsibilities.

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

### **11. Dispute Avoidance and Settling Procedures**

While the steps in the procedure are being followed, normal working arrangements are to continue. However, if because of the nature of a grievance or dispute it is not possible to maintain normal working arrangements while the procedure is being followed, the Clerks may authorise alternative working arrangements.

#### Step 1

The employee(s) should advise their supervisor as to the nature of the grievance or dispute, request a meeting to discuss it and state the remedy sought. Where possible, the grievance or dispute should be given to the supervisor in writing.

The supervisor and employee(s) should meet within three working days of the grievance or dispute being lodged, in an attempt to resolve the matter.

If the grievance or dispute is not resolved, proceed to Step 2.

#### Step 2

A meeting should be held between the employee(s) and, at their request, a union workplace delegate and the Editor of Debates. This meeting should be held within five working days of the conclusion of Step 1.

If the grievance or dispute is not resolved, proceed to step 3.

#### Step 3

A meeting should be held between the employee(s) and, at their request, a union workplace delegate and paid union official, and the Editor of Debates and one or both Clerks and/or their representatives. The meeting should be held within five working days of the completion of Step 2.

If the grievance is not resolved at this stage, the Clerks will provide a written response to the employee(s) who lodged the grievance or dispute. The response will give reasons why any proposed remedy has not been agreed to or implemented.

If the grievance or dispute is not resolved, proceed to Step 4.  
Step 4

If the parties agree, the grievance or dispute may be referred to an independent mediator or arbitrator. At this stage, both parties have the right to refer the matter to the Industrial Relations Commission of New South Wales.

## PART B

### MONETARY RATES

**Table 1 Salaries**

Classification	06.05.2005 \$	01.07.2005 \$	01.07.2006 \$
Reporter			
1st year of service	61148	63594	66138
2nd year of service	63605	66149	68795
3rd year of service	66951	69629	72414
4 <sup>th</sup> year of service	69722	72511	75411
5th year of service	71727	74596	77580
Senior Reporter	73856	76810	79882
Sub Editor	79562	82744	86054
Senior Sub Editor	84302	87674	91181
Deputy Editor	89492	93072	96795

**Table 2 - All Incidence of Employment Allowance- All Classifications**

06.05.2005 \$	01.07.2005 \$	01.07.2006 \$
12330	12823	13336

M. SCHMIDT J.

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(1813)

**SERIAL C3767**

**CROWN EMPLOYEES (HEALTH CARE COMPLAINTS  
COMMISSION, MEDICAL ADVISERS) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Salaried Medical Officers' Federation (New South Wales), industrial organisation of employees.

(No. IRC 2358 of 2005 )

Before The Honourable Justice Schmidt

24 May 2005

**AWARD**

**Arrangement**

PART A

Clause No.	Subject Matter
1.	Title
2.	Parties
3.	Definitions
4.	Salaries and Progression
5.	Salary Sacrifice for Superannuation
6.	Employment Arrangements
7.	Leave Arrangements
8.	Personal/Carer's Leave
9.	Deduction of Union Membership Fees
10.	Grievance and Dispute Resolution Procedures
11.	Anti-Discrimination
12.	Area, Incidence and Duration

PART B

MONETARY RATES

Table - Salaries

**PART A**

**1. Title**

This Award shall be known as the Crown Employees (Health Care Complaints Commission, Medical Advisers) Award.

**2. Parties**

This award is made between the Public Employment Office, the Health Care Complaints Commission and the Australian Salaried Medical Officers' Federation (New South Wales).

**3. Definitions**



"Award" means - the Crown Employees (Health Care Complaints Commission, Medical Advisers) Award.

"Department Head" means - the Commissioner of the Health Care Complaints Commission (HCCC).

"Public Employment Office" or "PEO" means - the Public Employment Office established under Chapter 6 of the *Public Sector Employment and Management Act 2002*.

"Federation" or "union" means - the Australian Medical Officers' Federation (New South Wales).

"Medical Adviser" means - and includes all persons employed as a Medical Advisers by the HCCC whether employed on a full time or part time basis.

"Agency" or "Department" means - the Health Care Complaints Commission (HCCC).

#### **4. Salaries and Progression**

- 4.1 Hourly rates of pay for Medical Advisers employed by HCCC are as provided in Table 1 - Salaries, of Part B, Monetary Rates.
- 4.2 The hourly rate is payable for all time worked in accordance with clause 6.
- 4.3 Payment of Overtime - additional compensation for overtime and on-call or recall duty is not payable under this Award.
- 4.4 Progression to a higher level is subject to 12 months satisfactory conduct, performance and attendance and the approval of the Commissioner.

#### **5. Salary Sacrifice to Superannuation**

- 5.1 A Medical Adviser may elect to sacrifice a portion of the salary payable in Part B, Table 1 - Salaries to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed must not exceed fifty (50) percent of the salary payable or fifty (50) percent of the currently applicable superannuable salary, whichever is the lesser. In this clause, "superannuable salary" means the Medical Adviser's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- 5.2 Where the Medical Adviser has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
  - (a) subject to Australian Taxation law, the sacrifice portion of salary will reduce the salary subject to appropriate PAYE taxation deductions by the amount of that sacrificed portion: and
  - (b) any allowances, 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 a Medical Adviser is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to any Medical Adviser's salary, shall be calculated by reference to the salary which would have applied to the Medical Adviser under Part B, Table 1 - Salaries of this Award in the absence of any salary sacrifice to superannuation made under this Award.
- 5.3 The Medical Adviser may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
  - (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions: or

- (b) subject to the Department's or agency's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 5.4 Where a Medical Adviser elects to salary sacrifice in terms of clause 5.3 above, the Department or agency will pay the sacrificed amount into the relevant superannuation fund.
- 5.5 Where the Medical Adviser is a member of a superannuation scheme established under:
- (a) the *Police Regulation (Superannuation) Act 1906*;
  - (b) the *Superannuation Act 1916*;
  - (c) the *State Authorities Superannuation Act 1987*;
  - (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
  - (e) the *First State Superannuation Act 1992*
- the Medical Adviser's Department or agency must ensure that the amount of any additional employer superannuation contributions as specified in clause 5.1 is included in the Medical Advisers' superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.
- 5.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, a Medical Adviser had entered into an agreement with his/her Department or agency to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in the sub-clause above, the Department or agency will continue to base contributions to that fund on the salary payable under clause 5.1 to the same extent as applied before the Medical Adviser sacrificed portion of that salary to superannuation. This clause applied even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

## 6. Employment Arrangements

- 6.1 A standard day is 7 hours per day.
- 6.2 Generally Medical Advisers may work their agreed hours between the hours of 7.00 am and 6.00 pm Monday to Friday. In exceptions, work may be performed outside these hours, but will be remunerated at the hourly rate.
- 6.3 Medical Advisers, in agreement with the Commissioner, may nominate the commencing and concluding times of their agreed hours.
- 6.4 A lunch break of at least 30 minutes is to be taken after 5 hours continuous work.
- 6.5 Part-time Work - The provision for part-time work as prescribed by the Flexible Work Practices Policy will apply to Medical Advisers employed under this award.
- 6.6 Private Practice - Medical Advisers may engage in private practice outside their agreed working hours. For Medical Advisers working full time hours, private practice is to be considered as second or other employment and the employees are to obtain permission from their employer pursuant to section 59 of the *Public Sector Employment and Management Act 2002*.
- 6.7 In accordance with the HCCC's Code of Conduct, there shall be no conflict or incompatibility between personal interests and the impartial fulfilment of public or professional duty. Any private work with or for any person or body with an interest in a proposed or current contract with the HCCC must be disclosed to the Commissioner.

### **7. Leave Arrangements**

The leave provisions of the Crown Employees (Public Service Conditions of Employment) Award 2002, as amended from time to time, apply to Medical Advisers covered by this award.

- 7.1 Medical Advisers will be paid for public holidays or leave taken on days specified as their agreed day of work or a day when they are requested to work.
- 7.2 Part-time Medical Advisers accrue recreation leave on a pro rata basis.
- 7.3 A loading of 1/12th of the hourly rate will apply to payment for additional hours worked in excess of the normal weekly agreed hours.

### **8. Personal /Carer's Leave**

The provisions of the Crown Employees (Public Service Conditions of Employment) Award 2002, as amended from time to time, shall apply.

### **9. Deduction of Union Membership Fees**

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

### **10. Grievance and Dispute Resolution**

- 10.1 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.
- 10.2 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.
- 10.3 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

Medical Adviser 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.

- 10.4 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.
- 10.5 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 Department Head.
- 10.6 The Department Head may refer the matter to the PEO for consideration.
- 10.7 If the matter remains unresolved, the Department Head 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.
- 10.8 A staff member, at any stage, may request to be represented by their union.
- 10.9 Any of the parties may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 10.10 The staff member, union, department and PEO shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 10.11 Whilst the procedures outlined in clauses 10.1 to 10.10 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.

## 11. Anti Discrimination

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

- (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 11.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by 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."

## 12. Area, Incidence and Duration

- 13.1 This award shall apply to all classifications contained herein.
- 13.2 The employees covered by this award are employed in terms of the *Public Sector Employment & Management Act 2002*, and to the extent that this award is silent, will be covered by the provisions of that Act and associated Regulations and the Crown Employees (Public Service Conditions of Employment) Award 2002 published 21 March 2003 (338 IG 837) as varied.
- 13.3 This award shall take effect on and from 24 May 2005 and shall remain in force for 12 months.

## PART B

### Monetary Rates

**Table 1 - Salaries**

Medical Adviser	First pay period to commence on or after 1 October 2003 \$ per hour	First pay period to commence on or after 1 October 2004 \$ per hour
Level 1	80.23	83.44
Level 2	86.17	89.61
Level 3	92.10	95.78

M. SCHMIDT J.

(071)

**SERIAL C3363****BUTCHERS, RETAIL (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4627 of 2002)

Before The Honourable Justice Haylen

15 August 2002

**VARIATION**

1. Delete the introductory paragraph and subclauses (a) and (b) of clause 8, Wages, of the award published 11 August 2000 (317 I.G. 808), and insert in lieu the following:

The rates of pay in this award include the adjustments payable under the State Wage Cases 2001 and 2002. These adjustments may be offset against:

- (a) any equivalent over-award payments; and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Table 1 of Part B, Monetary Rates, and insert in lieu thereof the following:

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

	Effective from the first full pay period to commence on or after:	Current Rate	Federal Meat Industry (Retail) Award	SWC 2001	1st MRA	2nd MRA	3rd MRA	SWC 2002
		\$	\$	\$	\$	\$	\$	\$
Level	Classification							
7	Division A - Retail Butcher Shops							
	General Butcher in charge	460.00	549.80	473.00	492.60	512.20	531.80	549.80
6	General Butcher (incl. Employee Slaughtering)	455.00	525.20	468.00	481.07	494.13	507.20	525.20
6	Smallgoods Maker							
	Butcher's Shop	440.00	525.20	453.00	471.07	489.13	507.20	525.20
5	Boner	445.00	485.30	458.00	461.10	464.20	467.30	485.30
4	Salesperson	426.00	474.00	439.00	444.67	450.33	456.00	474.00
4	Scalder and/or Cooker	434.00	474.00	447.00	450.00	453.00	456.00	474.00
3	Salter and/or Pickle-Pumper (Arterial or Stab)	430.00	459.20	443.00	442.40	441.80	441.20	459.20
2	Order Person	421.00	451.85	434.00	433.95	433.90	433.85	451.85
2	All others	415.00	451.85	428.00	429.95	431.90	433.85	451.85

1	New employee on 3-month probation		431.40	413.40	413.40	413.40	413.40	431.40
Division B - Drivers								
4	Driver of motor vehicles - (a) Not exceeding 1,279kg capacity	434.00	474.00	447.00	450.00	453.00	456.00	474.00
4	(b) Exceeding 1,270kg but not exceeding 3 tonnes capacity	434.00	474.00	447.00	450.00	453.00	456.00	474.00
4	(c) Exceeding 3 tonnes capacity but under 5 tonnes capacity	434.00	474.00	447.00	450.00	453.00	456.00	474.00
	(d) for each complete tonne over 5 tonnes (per.week)	1.50	1.38	1.50	1.50	1.50	1.50	1.55
	(e) Motor (not being a tractor) drawing trailer (per day extra)	1.08	0.99	1.08	1.08	1.08	1.08	1.12
4	(f) Refrigerated Van	434.00	474.00	447.00	450.00	453.00	456.00	474.00
Division C - Boning and/or Pre-packing Area, Room or Factory								
5	General Butcher	440.00	525.20	453.00	471.07	489.13	507.20	525.20
5	Boner	445.00	485.30	458.00	461.10	464.20	467.30	485.30
4	Slicer	426.00	474.00	439.00	444.67	450.33	456.00	474.00
2	Labourer associated with boning and slicing activities	421.00	451.85	434.00	433.95	433.90	433.85	451.85
4	Sawyer	426.00	474.00	439.00	444.67	450.33	456.00	474.00
3	Trimmer	430.00	459.20	443.00	442.40	441.80	441.20	459.20
3	Employee using knives for cleaning or preparing meat immediately prior to packing	430.00	459.20	443.00	442.40	441.80	441.20	459.20
2	Chiller-room hand	421.00	451.85	434.00	433.95	433.90	433.85	451.85
2	Strapping or wiring machine operator or vacuum machine operator	421.00	451.85	434.00	433.95	433.90	433.85	451.85
2	Employee wrapping, weighing, pricing, packaging or packing uncooked meat	421.00	451.85	434.00	433.95	433.90	433.85	451.85
2	Employee operating wizard knives	421.00	451.85	434.00	433.95	433.90	433.85	451.85
2	All others	421.00	451.85	434.00	433.95	433.90	433.85	451.85
Division D - Clerks and Cashiers								
3	Clerk and/or Cashier	430.00	459.20	443.00	442.40	441.80	441.20	459.20
Division E - Apprentices								
The wage rates for apprentices on Probation shall be as follows:								
Year of Apprenticeship								
	1st Year - 50% of Level 6	227.50	262.60	234.00	240.53	247.07	253.60	262.60
	2nd Year - 65% of Level 6	295.80	341.38	304.25	312.73	321.20	329.68	341.38
	3rd Year - 85% of Level 6	386.80	446.42	397.85	408.94	420.03	431.12	446.42

	4th Year - 95% of Level 6	432.30	498.94	444.65	457.05	469.44	481.84	498.94
	and thereafter not less than the minimum rates for tradespersons in the section of trade to which the apprentice was indentured.							

2. This variation shall take effect from the first full pay period to commence on or after 15 August 2002.

W. R. HAYLEN *J.*

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(387)

**SERIAL C3754****ICE CREAM CARTERS AND VAN SALESPERSONS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 6029 of 2004)

Before Mr Deputy President Sams

26 October 2004

**VARIATION**

1. Delete clause 31, Arbitrated Safety Net Adjustments, of the award published 8 December 2000 (320 I.G. 1114) and insert in lieu thereof the following:

**31. Arbitrated Safety Net Adjustments**

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

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

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

Classification	Former Total Wage Rate Per Week \$	State Wage Case 2004 \$	New Total Wage Rate Per Week \$
Van Salesperson on rounds	526.70	19.00	545.70
Motor Wagon Driver	521.60	19.00	540.60
Checker/Loader	494.10	19.00	513.10
Checker	493.20	19.00	512.20
General Hand	474.30	19.00	493.30

Junior Assistants	Former Rate \$	New Rate (SWC 2004 - 3.5%) \$
Under 17 years of age	191.13	197.82
At 17 years of age	234.45	242.66
At 18 years of age	286.40	296.42
At 19 years of age	331.40	343.00

At 20 years of age	410.23	424.59
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**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Former Amount \$	New Amount (SWC 2004 - 3.5%*) \$
1	9.1.2 (1)	Semi-trailer with single axle	27.73 per wk	28.70 per wk
	9.1.2 (2)	Semi-trailer with two axle	35.27 per wk	36.50 per wk
	9.1.2 (3)	Semi-trailer with more than two axles	41.58 per wk	43.04 per wk
2	9.3.1	Junior employee- required to drive vehicle from time to time with Class 1 driving licence	27.59 per wk	28.56 per wk
3	10.4	Meal Allowance	9.60	9.93
4	11.1	Morning shift	8.32 per shift	8.61 per shift
		Afternoon shift	10.90 per shift	11.28 per shift
		Night shift	13.73 per shift	14.21 per shift
		Permanent afternoon shift or permanent night shift	3.65 per shift extra	3.78 per shift extra
5	29.1	Laundry Allowance	6.30 per week	6.40 per week

\*NB: Items 3 and 5 are CPI based allowances (increases are 3.4% and 1.6% respectively)

3. This variation shall operate from the first pay period commencing on or after 1 November 2004.

P. J. SAMS *D.P.*

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SERIAL C3683

**ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL  
RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA05/180 - T.J. Andrews Funeral Services Pty Ltd Enterprise Agreement 2005**

**Made Between:** T.J. Andrews Funeral Services Pty Ltd -&- Mark Bolton, Sheryl Crapp, Beverly Crowder, Matthew Fabian Dowling, Shelley Godbolt, Dustin Greenfield, Patricia Harris, Kenneth Hoy, Stephen John Kyneur, Mary Lydamore, Juvenal Matos, Brett Spear, June Thornton.

**New/Variation:** Replaces EA03/134.

**Approval and Commencement Date:** Approved and commenced 22 April 2005.

**Description of Employees:** The agreement applies to all employees of T.J. Andrews Funeral Services Pty Ltd at the Newtown, Auburn, Ryde, Hornsby, Meadowbank and Frenchs Forest, and Seven Hills sites who fall within the coverage of the Funeral Industries (State) Award.

**Nominal Term:** 24 Months.

**EA05/181 - Richmond Dairies Pty Ltd Casino Site Enterprise Agreement 2004-2007**

**Made Between:** Richmond Dairies Pty Ltd -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch, The Australasian Meat Industry Employees' Union, Newcastle and Northern Branch.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 6 June 2005 and commenced 29 July 2004.

**Description of Employees:** The agreement applies to all employees employed by Richmond Dairies Pty Ltd, located at the Casino Site in the State of New South Wales, who fall within the coverage of the Norce Co-operative Consent Enterprise Award.

**Nominal Term:** 36 Months.

**EA05/182 - Planelec Services Pty Ltd Enterprise Agreement 2004-2006**

**Made Between:** Planelec Services Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 18 February 2005 and commenced 17 January 2005.

**Description of Employees:** The agreement applies to all employees employed by Planelec Services Pty Ltd, located at 11 Pipitta C1, Beresfield NSW 2322, who are engaged upon construction work within the Newcastle, Hunter and Central Coast Regions, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

**Nominal Term:** 23 Months.

**EA05/183 - Sielox Security Service Division Enterprise Agreement 2002-2005**

**Made Between:** Sielox Security Systems Pty Limited -&- the Electrical Trades Union of Australia, New South Wales Branch.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 9 June 2004 and commenced 1 March 2003.

**Description of Employees:** The agreement applies to all employees employed by Sielox Security Services, located at 96-98 Wigram Street, Parramatta NSW 2150, who are engaged upon construction work within the County of Cumberland, who fall within the coverage of the Electrical Electronic and Communication Contracting Industry (State) Award.

**Nominal Term:** 24 Months.

**EA05/184 - Innox Pty Ltd Agreement 2005**

**Made Between:** Innox Pty Ltd -&- the Shop, Distributive and Allied Employees' Association, New South Wales, The Australian Workers' Union, New South Wales .

**New/Variation:** Replaces EA04/127.

**Approval and Commencement Date:** Approved 3 June 2005 and commenced 1 January 2005.

**Description of Employees:** The Agreement applies to all employees employed by Innox Pty Ltd located at 6/106 Old Pittwater Road, Brookvale, NSW 2100, engaged in the classifications pertaining to manufacture and distribution of cosmetics and cosmetic products, who fall within the coverage of the Innox Pty Ltd Consent Award, Drug Factories (State) Award, Warehouse Employees Drug (State) Award and the Metal, Engineering and Associated Industries (State) Award.

**Nominal Term:** 24 Months.

**EA05/185 - Asplundh Tree Expert (Australia) Pty Ltd Enterprise Agreement 2005-2006**

**Made Between:** Asplundh Tree Expert (Australia) Pty Limited -&- the Electrical Trades Union of Australia, New South Wales Branch.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 23 June 2005 and commenced 1 January 2005.

**Description of Employees:** The agreement applies to all employees employed by Asplundh Tree Expert (Australia) Pty Ltd, located at 1, 18-28 Skye Road, Frankston, Victoria who are engaged to perform tree clearing and associated duties for the NSW Electrical Distribution and Transmission Industry, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

**Nominal Term:** 12 Months.

**EA05/186 - Thiess Services (C&R) Transport Workers' Union Heads of Agreement 2005-2006**

**Made Between:** Thiess Services Pty Limited -&- the Transport Workers' Union of New South Wales.

**New/Variation:** Replaces EA03/188.

**Approval and Commencement Date:** Approved 1 June 2005 and commenced 1 July 2005.

**Description of Employees:** The agreement applies to employees employed by Thiess Services Pty Ltd, to perform work in the Thiess Services Illawarra region, who fall within the coverage of the Transport Industry - Waste Collection & Recycling (State) Award and the Transport Industry - Trade Waste (State) Award.

**Nominal Term:** 12 Months.

**EA05/187 - Anglican Retirement Villages (Diocese of Sydney) Enterprise Agreement**

**Made Between:** Anglican Retirement Villages -&- the New South Wales Nurses' Association.

**New/Variation:** New.

**Approval and Commencement Date:** Approved and commenced 10 May 2005.

**Description of Employees:** The agreement applies to all employees employed by the Anglican Retirement Village (Diocese of Sydney), located at Level 2, Century Corporate Centre, 62, Norwest Boulevard, Castle Hill NSW 1765, operating at all locations of ARV, who fall within the coverage of the following awards: Nursing Homes, &c., Nurses' (State) Award, Charitable Sector Aged and Disability Care Services (State) Award 2003, Charitable Institutions (Professional Paramedical Staff) (State) Award, and the Nurses (Private Sector) Redundancy (State) Award.

**Nominal Term:** 12 Months.

**EA05/188 - Roche Mining (JR) Pty Ltd New South Wales Construction and Maintenance Agreement 2005**

**Made Between:** Roche Mining (JR) Pty Ltd -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 26 June 2005 and commenced 26 May 2005.

**Description of Employees:** The agreement applies to all employees employed by Roche Mining (JR) Pty Ltd, located at Level 2, 349 Coronation Drive Milton, Queensland, 2064, engaged on maintenance, construction work, turnaround and shutdown activities and any other similar work covered by the classifications in the agreement, who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award, Electrical, Electronic and Communications Contracting Industry (State) Award.

**Nominal Term:** 36 Months.

**EA05/189 - Toll Heads of Agreement 2005-2007**

**Made Between:** Toll Ipec Pty Ltd, Toll North Pty Ltd, Toll Pty Limited, Toll Transport Pty Limited -&- the Transport Workers' Union of New South Wales.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 17 March 2005 and commenced 1 January 2005.

**Description of Employees:** The agreement shall apply to all employees employed by Toll Transport Pty Ltd, Toll Pty Ltd, Toll Ipec Pty Ltd, and the Toll North Pty Ltd, engaged by Toll in NSW, who fall within the coverage of the Transport Industry (State) Award and the Transport Industry - Petroleum, &c., Distribution (State) Award.

**Nominal Term:** 24 Months.

**EA05/190 - Merck Sharp & Dohme (Australia) Pty Limited Site Services Technicians Enterprise Agreement 2005**

**Made Between:** Merck Sharp & Dohme (Australia) Pty Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 11 July 2005 and commenced 4 May 2005.

**Description of Employees:** The agreement applies to all employees employed by Merck, Sharp & Dohme (Australia) Pty Limited, located at 54-68 Ferndell Street, South Granville NSW 2142, engaged as Site Services Technicians, who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award.

**Nominal Term:** 24 Months.

**EA05/191 - Incitec Pivot Ltd - Newcastle Manufacturing Enterprise Agreement 2004**

**Made Between:** Incitec Pivot Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch, The Australian Workers' Union, New South Wales .

**New/Variation:** Replaces EA03/22.

**Approval and Commencement Date:** Approved and commenced 24 May 2005.

**Description of Employees:** The agreement applies to all production and maintenance employees employed by Incited Pivot Ltd, located at the Kooragang Island and Cockle Creek Sites (the agreement does not apply to staff positions) who fall within the coverage of the Incitec Ltd NSW Manufacturing Award 1994.

**Nominal Term:** 22 Months.

**EA05/192 - Cleary Bros (Bombo) Pty Limited TWU NSW Enterprise Agreement**

**Made Between:** Cleary Bros (Bombo) Pty Limited -&- the Transport Workers' Union of New South Wales.

**New/Variation:** Replaces EA04/21.

**Approval and Commencement Date:** Approved and commenced 21 July 2005.

**Description of Employees:** The agreement applies to all employees employed by Cleary Bros (Bombo) Pty Ltd located at 39 Five Islands Rd, Port Kembla NSW 2505, engaged in the classifications specified in Appendix 1, namely Transport Worker Grades 1-8, excluding waste sites & transfer stations operations, who fall within the coverage of the Transport Industry (State) Award and Transport Industry Quarried Materials (State) Award.

**Nominal Term:** 17 Months.

**EA05/193 - CSR Limited - Bathurst Plant Enterprise Agreement 2005**

**Made Between:** CSR Limited -&- The Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch.

**New/Variation:** Replaces EA03/179.

**Approval and Commencement Date:** Approved 20 May 2005 and commenced 8 April 2005.

**Description of Employees:** The agreement applies to all employees employed at CSR Limited at the Bathurst plant, who fall within the coverage of the Brick and Paver Industry (State) Award, the Electricians &c. (State) Award and the Metal, Engineering and Associated Industries (State) Award.

**Nominal Term:** 36 Months.

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