

Vol. 353, Part 3

26 August 2005

Pages 311 - 521



NEW SOUTH WALES
INDUSTRIAL GAZETTE

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

ISSN 0028-677X

CONTENTS

Vol. 353, Part 3

26 August 2005

Pages 311 - 521

	Page
Awards and Determinations -	
Awards Made or Varied -	
Australian Inland Consent Award 2004	(AIRC) 458
Macquarie Generation Employees (State) Award 2002	(VIRC) 517
Macquarie Generation Employees (State) Award 2005	(AIRC) 362
Northcott (State) Award, The	(AIRC) 413
Private Medical Imaging (State) Award 2004	(AIRC) 311
Storemen and Packers Bond and Free Stores (State)	(VSW) 515
Union Street Project Award 2005	(AIRC) 342
Unions NSW & A W Edwards Pty Limited Resmed Campus Development Stage 2 Project	(AIRC) 435
Enterprise Agreements Approved by the Industrial Relations Commission	518

PRIVATE MEDICAL IMAGING (STATE) AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 3030 of 2005)

Before Mr Deputy President Grayson

29 June 2005

AWARD

1. Arrangement

PART A

Clause No. Subject Matter

PART 1 - APPLICATION AND OPERATION OF AWARD

1. Arrangement
2. Area, Incidence and Duration
3. Parties

PART 2 - EMPLOYMENT

4. Definitions
5. Probationary employment
6. Part-time, job share and casual employment
7. Hours
8. Overtime
9. Procedure to avoid industrial disputes

PART 3 - JOB SECURITY

10. Anti-discrimination
11. Termination of employment
12. Redundancy
13. Without prejudice

PART 4 - LEAVE

14. Annual leave
15. Personal leave
16. Long service leave
17. Public holidays
18. Parental leave
19. Jury service

PART 5 - REMUNERATION

20. Rates of pay
21. Payment of wages
22. Allowances - meals, motor vehicles and on call
23. Annual leave loading
24. Public holidays payment

25. Superannuation

PART B

MONETARY RATES

PART C

WORK LEVEL STATEMENT MEDICAL IMAGING ADMINISTRATION (MIA)

2. Area, Incidence and Duration

- (i) This award rescinds and replaces the Private Medical Imaging and Radiation Technology) (State) Award published 14 December 2001 (330 IG 247) and all variations thereof.
- (ii) This award will apply to employers and employees as set out in clause 3 - Parties.
- (iii) The award will take effect on and from 29 June 2005 and will remain in effect until 30 June 2007.

3. Parties

- (i) This award will be binding upon the Health Services Union (the Union) and its officers and members in respect of work done by employees employed in the classifications set out in Table 1 of Part B, Monetary Rates and as defined in clause 4, Definitions.
- (ii) Notwithstanding subclause (i) of this clause, this award will not apply to any employee whose gross earnings exceeds the sum of \$90,400 per annum.

4. Definitions

"Full-time" means - an employee who is engaged as such and who is rostered to work an average of 152 ordinary hours per four week period.

"Part-time" means - an employee who is engaged as such and who is required to work less than an average of 152 ordinary hours per four-week period with a minimum start of two hours per rostered day.

"Job share" means - a part-time employee who shares a full-time position.

"Casual" means - an employee who is engaged on an hourly basis other than as a permanent part-time employee or full-time employee or job share employee.

"CPD" means - Continuing Professional Development, which is the responsibility of the employee and includes maintaining their own CPD, and on-going career learning in consultation with their employer.

"Practice" means - the business entity and not the work locations.

"Medical Imaging Administration (MIA)" means - a person appointed as such where the principal function of the employment, as determined by the employer, is of a clerical or administrative nature, described in MIA Levels 1 to 5 and Part C, Work level statement for medical imaging administration (MIA), and who maintains their own CPD.

- (i) Level 1 (MIA 1)

At level MIA 1 the choice of actions required is clear. The employee applies knowledge and skills to a limited range of tasks. They will usually perform work within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion. They may work under direct supervision with regular checking of their progress.

(ii) Level 2 (MIA 2)

At level MIA 2 the choice of actions required is usually clear, with limited complexity in the choice. The employee applies knowledge and skills to multi-task a range of tasks. They will perform work within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making. They may work under routine supervision with intermittent checking of their work.

(iii) Level 3 (MIA 3)

At level MIA 3 the employee will usually perform multi-task work within routines, methods and procedures where some discretion and judgment is required. The employee may be responsible for the work of others and may be required to co-ordinate such work. They will apply knowledge with depth in some areas and a broad range of skills. They may work under limited supervision with checking of their work related to overall progress.

(iv) Level 4 (MIA 4)

At level MIA 4 the knowledge with depth in some areas is applied in a broad range of multi-task skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex. Responsibility for the organisation of the work of others may be involved. Competencies are usually applied within routines, methods and procedures where discretion and judgment is required, for both self and others. They may be required to work without supervision, with general guidance on progress and outcomes sought on their work.

(v) Level 5 (MIA 5)

At level MIA 5 knowledge with substantial depth in some areas is applied in a range of skills, which may be varied or highly specific to their multi-tasks. An employee at this level applies knowledge and skills dependently and non-routinely. Judgment and initiative are required. They may receive assistance with specific problems. They may be supervised by professional staff and may be responsible for the planning and management of the work of others.

"Medical Imaging Liaison (MIL)" - A person appointed to MIL represents the practice and applies their knowledge, skill and experience to this position. Their primary task is to liaise with referrers and promote the practice/organisation to meet the business and clinical objectives of the practice/organisation and maintains their own CPD. Their experience may have been obtained in a Radiology Practice but not necessarily. They would bring a depth of knowledge and broad range of skills relevant to the position.

"Medical Imaging Technologist (MIT)" means - a person appointed as such where the principal function of the employment as determined by the employer in medical imaging is described in the following Levels 1 to 6: Medical Radiographer (MR); Nuclear Medicine Technologist (NMT); Radiation Therapist (RT); Ultrasonographer (U); and Magnetic Resonance Imaging (MRI) and who maintains their own CPD.

"Medical Radiographer (MIT-MR)" means - a Medical Imaging Technologist appointed as such by the employer and who meets the standards required by the Royal Australian and New Zealand College of Radiologists quality and accreditation program for MIT-MR and who maintains their own CPD.

(i) Level 1 - Medical Radiographer (MIT-MR 1) in Professional Development Year (PDY)

At level MIT-MR 1 PDY the employee will have completed training at a tertiary institution or be accredited as a radiographer or nuclear medicine technologist or radiation therapist by a relevant body in the appropriate jurisdiction. This is the first year of work after completion of studies and it forms part of final assessment. They may be competent in performing routine procedures, but would require on-the-job training and supervision in all aspects of workflow, work quality and administrative tasks. A licence in the appropriate jurisdiction as recognised by the Health Insurance Commission must be held.

(ii) Level 2 - Medical Radiographer (MIT-MR 2)

At level MIT-MR 2 the employee will have completed training in his/her Professional Development Year (PDY) and is competent in performing routine procedures; requires further on-the-job training relative to some examinations or procedures performed infrequently. Although under general instruction from their immediate supervisor, they will be expected to have begun managing their workflow and work quality to be aware of the importance of patient satisfaction, and will liaise productively with other members of staff. It is anticipated that they may have begun training in subspecialties.

(iii) Level 3 - Medical Radiographer (MIT-MR 3)

At level MIT-MR 3 the employee will be an experienced employee who will be required to work under only general directions from their supervisor and be capable of performing complex and difficult examinations. The employee will effectively manage examination quality of routine procedures, workflow and patient satisfaction and will liaise effectively with all other staff members. They may be training in subspecialties. They will demonstrate an ability and willingness to train less experienced staff in areas in which they are competent. They will demonstrate a willingness to perform and to have knowledge of the general maintenance requirements of the areas to which they are assigned.

(iv) Level 4 - Medical Radiographer (MIT-MR 4)

At level MIT-MR 4 the employee may be in charge of a section of a large, multi-modality practice. They will have been trained in areas of sub-specialisation. They will usually be required to supervise examinations performed by less experienced staff while, as a senior staff member, will be required to assist in the administrative functions of the practice and provide relief cover when necessary. They will work co-operatively and productively with all other members of staff. They will demonstrate an ability and willingness to train less experienced staff in areas in which they are competent. They will demonstrate a willingness to perform and to have knowledge of the general maintenance requirements of the areas to which they are assigned.

(v) Level 5 - Medical Radiographer (MIT-MR 5)

At level MIT-MR 5 the employee will be in charge of a section of a large, multi-modality practice or in charge of a smaller practice. The employee will be required to supervise examinations performed by less experienced staff. They will be required to assist in the administrative functions of the practice and in planning the workload and throughput of the practice. They may receive direction from the Chief Radiographer or Chief Nuclear Medicine Technician, where appointed, or directly from the radiologist/ surgeon/ physician or manager supervising the practice. They will work co-operatively and productively with all other members of staff. They will have the necessary experience and qualifications to effectively manage their section or the practice. They will demonstrate an ability and willingness to train less experienced staff in areas in which they are competent. They will demonstrate a willingness to perform and to have knowledge of the general maintenance requirements of the areas for which they are responsible.

(vi) Level 6 - Chief Medical Radiographer (MIT-CMR 6)

The MIT-CMR 6 is the most senior Medical Imaging Technologist in the practice who will be responsible directly to the radiologist/ surgeon/ physician or manager supervising the practice or be in charge of more than one practice. This level of employment is generally restricted to the larger multi-modality practice. The chief will supervise and be responsible for the work and productivity of all other members of staff, administrative functions of the practice, including accreditation and compliance requirements, and will be responsible for the effective management of patient throughput and the staff rosters. They will possess the necessary qualifications and experience to manage any practice in the group including a large multi-modality practice. They will demonstrate an ability and willingness to train less experienced staff in areas in which they are competent. They will demonstrate a willingness to perform and to have knowledge of the general maintenance requirements of the areas for which they are responsible.

"Nuclear Medicine Technologist (MIT-NMT)" means - a Medical Imaging Technologist appointed as such by the employer who meets the standards required by the Royal Australian and New Zealand College of Radiologists quality and accreditation program for MIT-NMT and who maintains their own CPD.

(i) Level 1 - Nuclear Medicine Technologist (MIT-NMT 1) in Professional Development Year (PDY)

At level MIT-NMT 1 PDY the employee will have completed training at a tertiary institution or be accredited as a radiographer or nuclear medicine technologist or radiation therapist by a relevant body in the appropriate jurisdiction. This is the first year of work after completion of studies and it forms part of final assessment. They may be competent in performing routine procedures, but would require on-the-job training and supervision in all aspects of workflow, work quality and administrative tasks. A licence in the appropriate jurisdiction as recognised by the Health Insurance Commission must be held.

(ii) Level 2 - Nuclear Medicine Technologist (MIT-NMT 2)

At level MIT-NMT 2 the employee will have completed training in their Professional Development Year (PDY) and be competent in performing routine procedures; requires further on-the-job training relative to some examinations or procedures performed infrequently. Although under general instruction from their immediate supervisor, they will be expected to have begun managing their workflow and work quality to be aware of the importance of patient satisfaction, and will liaise productively with other members of staff.

(iii) Level 3 - Nuclear Medicine Technologist (MIT-NMT 3)

At level MIT-NMT 3 the employee will be an experienced employee who would be required to work under only general directions from their supervisor and be capable of performing complex and difficult examinations. The employee will effectively manage examination quality of routine procedures, workflow and patient satisfaction and will liaise effectively with all other staff members. They will demonstrate an ability and willingness to train less experienced staff in areas in which they are competent. They will demonstrate a willingness to perform and to have knowledge of the general maintenance requirements of the areas to which they are assigned.

(iv) Level 4 - Nuclear Medicine Technologist (MIT-NMT 4)

At level MIT-MRT 4 the employee may be in charge of a section of a large, multi-modality practice. They will have a detailed understanding of all aspects of Nuclear Medicine Science. They will usually be required to supervise examinations performed by less experienced staff while, as a senior staff member, will be required to assist in the administrative functions of the practice and provide relief cover when necessary. They will work co-operatively and productively with all other members of staff. They will demonstrate an ability and willingness to train less experienced staff in areas in which they are competent. They will demonstrate a willingness to perform and to have knowledge of the general maintenance requirements of the areas to which they are assigned.

(v) Level 5 - Nuclear Medicine Technologist (MIT-NMT 5)

At level MIT-NMT 5 the employee may be in charge of a section of a large, multi-modality practice or be in charge of a small practice. They will have a detailed understanding of all aspects of Nuclear Medicine Science. They will be required to supervise examinations performed by less experienced staff. They will be required to assist in the administrative functions of the practice and in planning the workload and throughput of the practice. They may receive direction from the Chief Nuclear Medicine Technician, where appointed, or directly from the radiologist/surgeon/physician or manager supervising the practice. They will work co-operatively and productively with all other members of staff. They will have the necessary experience and qualifications to effectively manage their section or the practice. They will demonstrate an ability and willingness to train less experienced staff in areas in which they are competent. They will demonstrate a willingness to perform and to have knowledge of the general maintenance requirements of the areas for which they are responsible.

(vi) Level 6 - Chief Nuclear Medicine Technologist (MIT-CNMT 6)

The MIT-CNMT 6 is the most senior Medical Imaging Technologist in the practice who will be responsible directly to the physician or manager supervising the practice. The Chief may be in charge of more than one practice. In smaller sites there may not be someone appointed at this level. The Chief will supervise and be responsible for the work and productivity of all other members of staff, administrative functions of the practice, including accreditation and compliance requirements, and will be responsible for the effective management of patient throughput and the staff rosters. They will have a detailed understanding of all aspects of Nuclear Medicine Science. They will possess the necessary qualifications and experience to manage any practice in the group including a large multi-modality/site practice. They will demonstrate an ability and willingness to train less experienced staff in areas in which they are competent. They will demonstrate a willingness to perform and to have knowledge of the general maintenance requirements of the areas for which they are responsible.

"Radiation Therapist (MIT-RT)" means - a Medical Imaging Technologist appointed as such by the employer who meets the standards required by the Royal Australian and New Zealand College of Radiologists quality and accreditation program for MIT-RT and who maintains their own CPD.

(i) Level 1 - Radiation Therapist (MIT-RT 1) in Professional Development Year (PDY)

At level MIT-RT 1 PDY the employee will have completed training at a tertiary institution or be accredited as a radiographer or nuclear medicine technologist or radiation therapist by a relevant body in the appropriate jurisdiction. This is the first year of work after completion of studies and it forms part of final assessment. They may be competent in performing routine procedures, but would require on-the-job training and supervision in all aspects of workflow, work quality and administrative tasks. A licence in the appropriate jurisdiction as recognised by the Health Insurance Commission must be held.

(ii) Level 2 - Radiation Therapist (MIT-RT 2)

At level MIT-RT 2 the employee will have completed training in their Professional Development Year (PDY) and be competent in performing routine procedures; requires further on-the-job training. Although under general instruction from their immediate supervisor, they will be expected to have begun managing their workflow and work quality to be aware of the importance of patient satisfaction, and will liaise productively with other members of staff.

(iii) Level 3 - Radiation Therapist (MIT-RT 3)

At level MIT-RT 3 the employee will be an experienced employee who would be required to work under only general directions from their supervisor and be able to demonstrate a high level of knowledge and proficiency in radiation therapy. The employee will effectively manage workflow and patient care and will liaise effectively with all other staff members. They will demonstrate an ability and willingness to train less experienced staff in areas in which they are competent. They will demonstrate a willingness to perform and to have knowledge of the general maintenance requirements of the areas to which they are assigned.

(iv) Level 4 - Radiation Therapist (MIT-RT 4)

At level MIT-RT 4 the employee may be in charge of a section i.e. planning or linear accelerator; they will have been trained in all areas of radiation therapy and be required to supervise less experienced staff. As a senior staff member it will be a requirement to assist in the administrative functions of the practice and provide relief cover when necessary. They will work co-operatively and productively with all other members of staff. They will demonstrate an ability and willingness to train less experienced staff in areas in which they are competent. They will demonstrate a willingness to perform and to have knowledge of the general maintenance requirements of the areas to which they are assigned.

(v) Level 5 - Radiation Therapist (MIT-RT 5)

At level MIT-RT 5 the employee will be in charge of a department with one Linear Accelerator. They will be responsible for the patient service standards, productivity of all other members of staff,

administrative functions of the practice, including accreditation and compliance requirements, and will be responsible for the effective management of patient throughput and the staff rosters. They will be responsible directly to the Radiation Oncologist or manager supervising the practice. They will demonstrate an ability and willingness to train less experienced staff in areas in which they are competent. They will demonstrate a willingness to perform and to have knowledge of the general maintenance requirements of the areas for which they are responsible.

Or

At level MIT-RT 5 the employee will be required to supervise less experienced staff. They will be required to assist in the administrative functions of the practice and in planning the workload and throughput of the practice. They may receive direction from the Chief Radiation Therapist or from the Radiation Oncologist or manager supervising the practice. They will work co-operatively and productively with all other members of staff. They will have the necessary experience and qualifications to effectively manage their section or the practice. They will demonstrate an ability and willingness to train less experienced staff in areas in which they are competent. They will demonstrate a willingness to perform and to have knowledge of the general maintenance requirements of the areas for which they are responsible.

(vi) Level 6 - Chief Radiation Therapist (MIT-CRT 6)

The MIT-CRT 6 is the most senior Medical Imaging Technologist in the practice who will be responsible directly to the Radiation Oncologist or manager supervising the practice. This level of employment is generally restricted to department with two or more Linear Accelerators. The Chief will be responsible for the patient service standards, productivity of all other members of staff, administrative functions of the practice, including accreditation and compliance requirements, and will be responsible for the effective management of patient throughput and the staff rosters. They will possess the necessary qualifications and a detailed understanding of all aspects of radiation therapy and experience to manage a Radiation Oncology Department in the group. They will demonstrate an ability and willingness to train less experienced staff in areas in which they are competent. They will demonstrate a willingness to perform and to have knowledge of the general maintenance requirements of the areas for which they are responsible.

"Ultrasonographer (MIT-U)" means - a Medical Imaging Technologist appointed as such by the employer who meets the standards required by the Royal Australian and New Zealand College of Radiologists quality and accreditation program for MIT-U and who maintains their own CPD.

(i) Level 2 - Ultrasound (MIT-U 2)

At level MIT-U 2 the employee will have begun training in ultrasound to be eligible for registration as an ultrasonographer on the Australian Sonographers Accreditation Register (ASAR) as recognised by the Health Insurance Commission. The employee will be undertaking training to perform routine ultrasound procedures. Such training will include on-the-job instruction in technique and protocols by the employer in relation to these tasks and will require constant supervision of the employee. When the employee commences training at this level they may not yet be enrolled in the Diploma of Medical Ultrasound (DMU) or equivalent tertiary studies. However, they will be expected to work towards this qualification. The employee will be working towards managing examination quality of routine ultrasound procedures, workflow and patient satisfaction and will work under general directions from their supervisor. They will also demonstrate a willingness to learn and perform more complex and difficult techniques and procedures under the supervision of appropriately qualified staff and will work with relevant personnel to ensure compliance with ultrasound accreditation processes for the practice.

(ii) Level 3 - Ultrasound (MIT-U 3)

At level MIT-U 3 the employee will be trained in ultrasound and be registered on the ASAR register. They will demonstrate an ability and willingness to train less experienced staff in areas in which they are competent. They will demonstrate a willingness to perform and to have knowledge of the general maintenance requirements of the areas to which they are assigned.

(iii) Level 4 - Ultrasound (MIT-U 4)

At level MIT-U 4 the employee will be trained in ultrasound and on the ASAR register. The employee will effectively manage examination quality of all ultrasound examinations including more complex and less frequently performed examinations, workflow and patient satisfaction and will work under general instructions from their supervisor in these areas. They will work with relevant personnel to ensure compliance with the ultrasound accreditation processes for the practice. They will demonstrate an ability and willingness to train less experienced staff in areas in which they are competent. They will demonstrate a willingness to perform and to have knowledge of the general maintenance requirements of the areas to which they are assigned.

(iv) Level 5 - Ultrasound (MIT-U 5)

At level MIT-U 5 the employee will be trained in ultrasound and on the ASAR register. The employee will supervise staff training in ultrasound and be experienced in and have demonstrated competence in all areas of ultrasound. They may receive direction from the Chief Radiographer, where appointed, or directly from the radiologist/physician or manager supervising the practice. They will assist in administrative tasks in ultrasound and in planning of the rosters, workload and productivity of ultrasound staff. They will ensure patient satisfaction and examination quality of their work and that of any staff member supervised and will work co-operatively and productively with all other members of staff. They will ensure that documents necessary for the continuance of the practice's ultrasound accreditation are maintained and kept up-to-date. They will demonstrate an ability and willingness to train less experienced staff in areas in which they are competent. They will demonstrate a willingness to perform and to have knowledge of the general maintenance requirements of the areas for which they are responsible.

"Magnetic Resonance Imaging (MIT-MRI)" means - a Medical Imaging Technologist appointed as such by the employer who meets the standards required by the Royal Australian and New Zealand College of Radiologists quality and accreditation program for MIT-MRI and who maintains their own CPD.

(i) Level 2 - Magnetic Resonance Imaging (MIT-MRI 2)

At level MIT-MRI 2 the employee will have begun training in MRI and will be training to perform routine procedures in this subspecialty. The employee will require on-the-job instruction in technique and protocols by senior staff in relation to these tasks and will require constant supervision. When the employee begins training at this level they may not be enrolled in post-graduate tertiary studies. However, they will be expected to participate in an appropriate accreditation program and begin working towards Level 1 Accreditation.

(ii) Level 3 - Magnetic Resonance Imaging (MIT-MRI 3)

At level MIT-MRI 3 the employee's training in MRI may have commenced their Master of Health Science program or a program of equivalent tertiary studies in MRI. The employee may have attained Level 1 accreditation in MRI in the accreditation program or be working towards this level. The employee will be working towards managing examination quality of routine MRI procedures, workflow and patient satisfaction and will work under general directions from his/her supervisor. They will also demonstrate a willingness to learn and perform more complex and difficult techniques and procedures under the supervision of appropriately qualified staff and will work with relevant personnel to ensure compliance with the MRI accreditation processes for the practice. They will demonstrate an ability and willingness to train less experienced staff in areas in which they are competent. They will demonstrate a willingness to perform and to have knowledge of the general maintenance requirements of the areas to which they are assigned.

(iii) Level 4 - Magnetic Resonance Imaging (MIT-MRI 4)

At level MIT-MRI 4 the employee will be trained in MRI and may have successfully completed his/her Master of Health Science program or equivalent tertiary studies in MRI as well as the Certificate of Specialisation in MRI. The employee will be accredited at Level 1 and be working towards Level 2 accreditation. They will effectively manage examination quality of all MRI examinations, workflow and

patient satisfaction and will work under general instructions from their supervisor in these areas. They will work with relevant personnel to ensure compliance with the MRI accreditation process for the practice. They will demonstrate an ability and willingness to train less experienced staff in areas in which they are competent. They will demonstrate a willingness to perform and to have knowledge of the general maintenance requirements of the areas to which they are assigned.

(iv) Level 5 - Magnetic Resonance Imaging (MIT-MRI 5)

At level MIT-MRI 5 the employee will be trained in MRI and may have successfully completed their Masters in Health Science with a Certificate of Specialisation in MRI or equivalent tertiary studies and be an experienced senior MRI operator. They will also be accredited at Level 2. They will supervise staff training in MRI and be experienced in and have demonstrated competence in all areas of MRI. They may receive direction from the Chief Radiographer, where appointed, or directly from the radiologist/physician or manager supervising the practice. They will assist in administrative tasks in MRI and in planning of the rosters, workload and productivity of the MRI staff and will ensure patient satisfaction and examination quality of their work and that of any staff member supervised. They will work co-operatively and productively with all other members of staff; will take responsibility for the practice's MRI accreditation process; and will ensure that documents necessary for the continuance of the practice's MRI accreditation are kept up-to-date and that relevant testing procedures are carried out in a timely manner. They will demonstrate an ability and willingness to train less experienced staff in areas in which they are competent. They will demonstrate a willingness to perform and to have knowledge of the general maintenance requirements of the areas for which they are responsible.

"Imaging Assistant" means - an employee appointed to assist others in the practice in the performance of their work, and who maintains their own CPD.

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

"Union" means - the Health Services Union.

5. Probationary Employment

- (i) Notwithstanding anything elsewhere contained in this award, an employer may employ an employee on a probationary basis.
- (ii) The period of probation will be for an initial period of not more than three months provided that where considered by the employer to be justified, the initial probationary period may be extended by a further probationary period of not more than three months. An employee may not be employed on a probationary basis for a period exceeding six months.
- (iii) Notwithstanding any provision contained elsewhere in this award, the employment of a probationary employee may be terminated by the employer or the employee upon the giving of one week's notice or the payment or forfeiture of one week's salary where such notice is not given.

6. Part-Time, Job Share and Casual Employment

(i) Part-time

Part-time employees have full-time employee entitlements on a pro rata basis.

(ii) Job share

(a) Job share employees have full-time employee entitlements on a pro rata basis.

(b) For job share employees the ordinary hours of work for the full-time position will be in accordance with clause 7 - Hours, in terms of responsibility for organising the job share employee's coverage of work it shall, in the first instance, be the primary responsibility of the two job share employees to roster themselves so that they adequately cover the entire spread of hours.

- (c) Where this is not possible because of ill health or other unexpected emergency, the employer must be notified as soon as possible of the inability of the job share employees to cover the entire spread of hours.

- (iii) Casual

Casual employees may be engaged by agreement on two or more starts per day.

7. Hours

- (i) Hours of work will be rostered to establish nominal starting and finishing times for employees. The ordinary working hours, exclusive of meal times, will not exceed an average of 152 hours per four week period.
- (ii) Consultation is to occur on the method of implementation of the ordinary working hours. However, the final choice as to the method of implementation rests with the employer. Circumstances may arise where different methods of implementation of the ordinary working hours may apply to individual employees or various groups or sections of employees in the establishment.
- (iii) Ordinary hours for full-time or part-time employees will be between 7.00 a.m. to 9.00 p.m. Monday to Friday, and between 8.00 a.m. and 1.00 p.m. on Saturday. Ordinary hours worked by full-time or part-time employees between 8.00 a.m. and 1.00 p.m. on Saturdays will be paid at the rate of time and a half. Hours worked by full-time and part-time employees outside these times attract overtime rates in accordance with clause 8 - Overtime.
- (iv) Where a work location of a practice services patients on a seven day a week basis the ordinary hours of full-time and part-time employees at that work location will be between 7 a.m. and 9 p.m. on such days; where such work is undertaken on a Saturday it will be paid at the rate of time and a quarter; on Sunday it will be paid at the rate of time and a half. Hours worked by full-time and part-time employees at such locations before 7 a.m. or after 9 p.m. on any day will attract overtime rates in accordance with clause 8 - Overtime.
- (v) An unpaid break of not less than 30 minutes and not more than one hour will be allowed for a meal within five hours of commencement. This provision may be varied by agreement between the employer and an individual employee.
- (vi) Where work is required urgently the unpaid meal break may be deferred, and must be taken as soon as practicable.
- (vii) Up to two paid tea breaks of up to 10 minutes duration may be allowed each day for full-time employees. The time of taking such break(s) is subject to the workload of the practice.

8. Overtime

- (i) Full-time
 - (a) A full-time employee who on any given day works outside the ordinary rostered hours of his or her employment for a period of less than 30 minutes, will be entitled to an equivalent amount of time off work, at a time mutually convenient to the employee and the employer.
 - (b) A full-time employee who on any given day works outside the ordinary rostered hours of his or her employment for period in excess of 30 minutes, will be entitled to receive overtime payment at the rate of time and a half for the first two hours and double time thereafter. In lieu of overtime payment an employee may elect to take time off work at a time mutually convenient to the employee and the employer. The single hourly rate for overtime will be calculated by dividing the weekly rate by 38.

(ii) Part-time

- (a) A part-time employee who on any given day works outside the ordinary rostered hours of full-time employees employed in a similar position for a period of less than 30 minutes, will be entitled to elect to take either an equivalent amount of time off work at a time mutually convenient to the employee and the employer or payment in accordance with subclause (ii)(c) of this clause.
- (b) A part-time employee who on any given day works outside the ordinary rostered hours of full-time employees employed in a similar position for a period in excess of 30 minutes, will be entitled to receive overtime payment at the rate of time and a half for the first two hours and double time thereafter. In lieu of overtime payment an employee may elect to take time off work at a time mutually convenient to the employee and the employer. The single hourly rate for overtime will be calculated by dividing the weekly rate by 38.
- (c) A part-time employee who by agreement with the employer works beyond his or her ordinary rostered hours, or on days on when he or she does not usually work will be paid at ordinary rates of pay subject to subclauses (i),(ii),(iii) and (iv) of clause 7, Hours.

(iii) Job share

A job share employee will not receive overtime payments for any time worked within the rostered ordinary hours for the shared job.

(iv) Casual

For work done by a casual employee in excess of an average of 38 hours in a week the rate of pay will be time and a half for the first two hours and double time thereafter. Overtime for such employee will be calculated on a pay period basis.

(v) Recall

- (a) An employee who is recalled to work overtime after leaving the employer's premises will be paid at the rate of time and a half for the first two hours and double time thereafter for the time taken to perform the work required and for the time taken in travelling to and from the employer's premises subject to a maximum of 15 minutes travel each way.
- (b) An employee who is recalled to work overtime after leaving the employer's premises will be paid for a minimum of two hours' work including travelling time.
- (c) An employee who is recalled to work overtime after leaving the employer's premises will also be entitled to payment of reasonable travelling expenses incurred.

(vi) Reasonable hours

- (a) Subject to subclause (i)(b) of this clause an employer may require an employee to work reasonable overtime at overtime rates unless or as otherwise provided for under the award.
- (b) 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.
- (c) For the purposes of subclause (vi)(b) of this clause what is unreasonable or otherwise 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 their intention to refuse it; and
- (E) Any other relevant matter.

9. Procedure to Avoid Industrial Disputes

The employees and the employer will confer with a view to resolving all industrial disputes by direct negotiation and consultation. All disputes will be dealt with in the following manner so as to ensure the orderly settlement of the matters in question:

- (i) Any industrial dispute which arises will, where possible, be settled by discussion on the job between the employees and the employees' immediate supervisor.
- (ii) If the matter is not resolved, the matter will be further discussed between the affected employees, the employees' nominated representative (who may be a Union representative) and the supervisor or manager of the relevant section or department, and the assistance of the employer's industrial relations representative will be sought.
- (iii) If no agreement is reached, the employee's nominated representative will discuss the matter with the employer's industrial relations representative.
- (iv) In the interest of patient care work will continue normally. No party will be prejudiced as to the final settlement by the continuance of work in accordance with the procedures.
- (v) Should the matter still not be resolved it may be referred by the parties to the Industrial Relations Commission of New South Wales for conciliation.

10. Anti-Discrimination

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

NOTES -

- (i) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (ii) Section 56(d) of the *Anti-Discrimination Act 1977* provides:
"Nothing in this Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion:."

11. Termination of Employment

- (i) Employment, other than of a casual, will be terminated only by appropriate notice on either side or by the payment by the employer or forfeiture by the employee of wages in lieu of notice.

- (ii) Notice of termination

Period of continuous service	Minimum period of notice
1 year or less	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (iii) Employees with at least two years' service aged 45 or older will be given an additional one-week's notice.
- (iv) Casuals are to be given and will give notice to the end of the current shift worked.

12. Redundancy

- (i) Definition

Redundancy occurs when an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.

- (ii) Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the 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 rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

- (iii) Severance pay

- (a) In addition to the period of notice prescribed for ordinary termination in subclause (ii) of this clause an employee whose employment is terminated by reason of redundancy must be paid, subject to further order of the Commission, the following amount of severance pay in respect of a continuous period of service:

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

Years of Service	Entitlement under 45 years of age
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks

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

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

Years of service	Entitlement 45 years of age and over
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

- (b) Week's pay means the ordinary time rate of pay for the employees concerned.
- (c) Severance will not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

(iv) Employee leaving during notice period

An employee whose employment is terminated by reason of redundancy may terminate his/her employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had they remained with the employer until the expiry of such notice. However, in this circumstance the employee will not be entitled to payment in lieu of notice.

(v) Alternative employment

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

(vi) Time off during notice period

- (a) During the period of notice of termination given by the employer an employee will be allowed up to one days time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee will, at the request of the employer, be required to produce proof of attendance at an interview or he or she will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

(vii) Superannuation benefits

- (a) Subject to further order of the Commission where an employee who is terminated receives a benefit from a superannuation scheme, they will only receive under subclause (iii) of this clause the difference between the severance pay specified in that clause and the amount of the superannuation benefit they receive which is attributable to employer contributions only.
- (b) If this superannuation benefit is greater than the amount due under the said subclause (iii) then they will receive no payment under that clause.

(viii) Employees exempted

- (a) This clause will not apply where employment is terminated as a consequence of conduct that justifies instant dismissal including inefficiency within the first 14 days, neglect of duty or misconduct, and in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.
- (b) Notwithstanding the foregoing provisions trainees who are engaged for a specific period of time will, once the traineeship is completed and provided that the trainee services are retained, have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of his or her traineeship and is re-engaged by the same employer within six months of such termination, the period of traineeship will be counted as service in determining any future redundancy entitlements.

(ix) Employers exempted

Subject to an order of the Commission, in a particular redundancy case, this clause will not apply to employers who employ less than 15 employees.

(x) Incapacity to pay

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

(xi) Transmission of business

Where the business or part of the business is transmitted from one employer to another, an employee whose employment is transferred from one employer to the other at the time of the transmission will have the service with both employers deemed to be continuous. In this sub-clause transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

13. Without Prejudice

This award will not operate to cause an employee to suffer a reduction in ordinary time earnings or departure from standards in regard to hours of work, annual leave or long service leave.

14. Annual Leave

- (i) All full-time employee(s) will be entitled to four weeks' annual leave after 12 months' continuous service. Part-time and job share employees will be entitled to the leave on a pro rata basis.
- (ii) Employers will give employees three months' notice where practicable and in any event not less than one month's notice of the date from which annual leave will be taken.
- (iii) Otherwise the provisions of the *Annual Holidays Act 1944* (NSW) will apply.

15. Personal Leave

The provisions of this clause apply to full-time and regular part-time and job share employees, but do not apply to casual employees.

(i) Amount of paid personal leave

- (a) Paid personal leave is available to an employee when they are absent due to:
personal illness or injury (sick leave); or

for the purposes of caring for an immediate family or household member that is sick and requires the employee's care and support (carer's leave); or

because of bereavement on the death of an immediate family or household member (bereavement leave).

- (b) The amount of personal leave to which an employee is entitled depends on how long they have worked for the employer and accrues as follows:

Length of time worked for the employer	Personal leave days
Less than 3 months	0
3 months to less than 12 months after 1 July 2004	8
Each year thereafter after 30 November 1998	8
Maximum accumulation of untaken sick leave	56

- (c) In any year unused personal leave accrues by the lesser of:

- (A) eight days in any year after 30 November 1998, less the total amount of sick leave and carer's leave taken during the year; or
- (B) the balance of the year's unused personal leave.

- (d) Personal leave may accumulate to a maximum of 56 days.

(ii) Immediate family or household

- (a) The entitlement to carer's or bereavement leave is subject to the person in respect of whom the leave is taken being either:

- (A) a member of the employee's immediate family; or
- (B) a member of the employee's household.

- (b) The term immediate family includes:

- (A) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as their husband or wife on a bona fide domestic basis; and
- (B) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

(iii) Sick leave

- (a) Definition

Sick leave is leave to which an employee other than a casual is entitled without loss of pay because of their personal illness or injury.

- (b) Entitlement

- (A) The amount of personal leave an employee may take as sick leave depends on how long they have worked for the employer and accrues as follows:

Length of time worked for the employer sick leave	Rate of accrual of
Less than 3 months	0
3 months to less than 12 months after 1 July 2004	8

Each year thereafter after 30 November 1998	8
Maximum accumulation of untaken sick leave	56

- (B) After the first three months of service an employee must be paid for any sick leave to which they were not entitled, due to insufficient service during the first three months up to a maximum of 38 hours and up to a total of eight days during the first year of service.
- (C) Accumulated personal leave may be used as sick leave if the current sick leave entitlement is exhausted.
- (c) Employee must give notice
- (A) Before taking sick leave, an employee must give at least two hour's notice before their next rostered starting time, unless they had a good reason for not doing so.
- (B) The notice must include:
- the nature of the injury or illness (if known); and
- how long the employee expects to be away from work.
- (C) If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone at the first opportunity.
- (d) Evidence supporting claim
- The employee must, if required by the employer, establish by production of a medical certificate issued by a registered medical practitioner or statutory declaration that the employee was unable to work because of injury or personal illness.
- (e) Effect of workers' compensation
- If an employee is receiving workers' compensation payments, they are not entitled to sick leave.
- (iv) Bereavement leave
- (a) Paid leave entitlement
- An employee other than a casual is entitled to use up to 12 hours personal leave as bereavement leave on any occasion on which a member of the employee's immediate family or household dies.
- (b) Unpaid leave entitlement
- Where an employee has exhausted all personal leave entitlements, including accumulated leave entitlements, they are entitled to take unpaid bereavement leave. The employer and the employee are to agree on the length of the unpaid leave. In the absence of agreement, the employee is entitled to take up to 12 hours unpaid leave.
- (c) Evidence supporting claim
- The employer may require the employee to provide satisfactory evidence of the death of the member of the employee's immediate family or household.
- (v) Carer's leave
- (a) Paid leave entitlement
- An employee other than a casual is entitled to use up to 40 hours personal leave each year to care for members of their immediate family or household who are sick and require care and support.

This entitlement is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take carer's leave where another person has taken leave to care for the same person.

(b) Notice required

(A) Before taking carer's leave, an employee must give at least two hours notice before his or her next rostered starting time, unless he or she has a good reason for not doing so.

(B) Notice must include:

the name of the person requiring care and support and his or her relationship to the employee;

the reasons for taking such leave; and

the estimated length of absence.

(C) If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone at the first opportunity.

(c) Evidence supporting claim

The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

(d) Unpaid leave

An employee may take unpaid carer's leave by agreement with the employer.

16. Long Service Leave

(i) Employees will be entitled to long service leave on the following basis:

(a) An employee who has completed 10 years of service with an employer will be entitled to take two months' long service leave, and a further one month for every five years completed service thereafter.

(b) Upon termination an employee will be entitled to receive payment for any long service leave which has fallen due and has not been taken, and in addition shall receive pro rata payments on the following basis:

(A) For service between 10 and 15 years the employee will be entitled to receive pro rata long service leave upon termination for any cause on the basis of three months for 15 years' service.

(B) An employee who has completed at least five years' service as an adult but less than 10 years' total service and whose services are terminated by the employer for reasons other than serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, will receive pro rata long service leave on the basis of two months for 10 years' service.

(ii) Otherwise the provisions of the *Long Service Leave Act 1955* (NSW) will apply.

17. Public Holidays

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Christmas Day and Boxing Day and any day which may be proclaimed a public holiday

and observed generally throughout the State or another day in lieu of any of these days are holidays under this award with payment in accordance with clause 24 - Public holidays payment.

18. Parental Leave

Subject to the terms of this clause employees and are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

(i) Definitions

- (a) For the purpose of this clause child means a child of the employee under the age of one year except for adoption of a child where child means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- (b) Subject to subclause (i)(c) of this clause, spouse includes a de facto or former spouse.
- (c) In relation to subclause (v) of this clause, spouse includes a de facto spouse, but does not include a former spouse.

(ii) Basic entitlement

- (a) Parents who are full-time, part-time and job-share employees after 12 months continuous service or casual employees who have worked on a regular and systematic basis for an employer for more than one year are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- (b) Subject to subclause (iii) (f) of this clause, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
 - (A) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
 - (B) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

(iii) Maternity leave

- (a) An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
 - (A) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) at least 10 weeks;
 - (B) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken at least four weeks.
- (b) When the employee gives notice under subclause (iii)(a) of this clause the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- (c) An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

- (d) Subject to subclause (ii)(a) of this clause and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
 - (e) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
 - (f) Special maternity leave
 - (A) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
 - (B) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
 - (C) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.
 - (g) Where leave is granted under subclause (iii)(d) of this clause, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.
- (iv) Paternity leave
- (a) An employee will provide to the employer at least 10 weeks prior to each proposed period of paternity leave, with:
 - (A) that a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected dated of confinement, or states the date on which the birth took place; and
 - (B) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
 - (C) a statutory declaration stating:
 - (1) he will take that period of paternity leave to become the primary care-giver of a child;
 - (2) particulars of any period of maternity leave sought or taken by his spouse; and
 - (3) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.
 - (D) The employee will not be in breach of subclause (iv)(a) of this clause if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

(v) Adoption leave

- (a) The employee will notify the employer at least 10 weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (b) Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
 - (A) the employee is seeking adoption leave to become the primary care-giver of the child;
 - (B) particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - (C) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- (c) An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- (d) Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- (e) An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- (f) An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

(vi) Variation of period of parental leave

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

(vii) Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.

(viii) Transfer to a safe job

- (a) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- (b) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

- (ix) Returning to work after a period of parental leave
 - (a) An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
 - (b) An employee will be entitled to the position, which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to subclause (viii) of this clause, the employee will be entitled to return to the position they held immediately before such transfer.
 - (c) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- (x) Replacement employees
 - (a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
 - (b) Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

19. Jury Service

- (i) An employee other than a casual employee required to attend for jury service during their 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 the ordinary wage they would have received Monday to Friday in respect of the ordinary time they would have worked had they not been on jury service.
- (ii) An employee must notify the employer as soon as possible for the date upon which they are required to attend for jury service.
- (iii) Further, the employee must give the employer proof of attendance, the duration of such attendance and the amount paid in respect of such jury service.

20. Rates of Pay

- (i) Full-time employees

Minimum rates of pay for the classifications defined in this award for full-time employees are set out in Part B, Monetary rates.
- (ii) Part-time and job share employees

Part-time employees in subclause (i) and job share employees in subclause (ii) of clause 6, Part-Time, Job Share and Casual Employment, will be paid 1/38th of the rate of pay prescribed in Table 1 of Appendix A - Monetary rates for each hour worked.
- (iii) Casual employees
 - (a) Casual employees in subclause (iii) of the said clause 6 will be paid 1/38th of the rate of pay prescribed in Table 1 of Appendix A - Monetary rates plus a loading of 15 per cent for each hour worked with a minimum payment of two hours for each start.
 - (b) Casual employees will be paid 1/12th of the ordinary rate as pro rata annual leave. Such payment will be made on the normal pay day of the employee.

- (iv) Exemption - Medical Imaging Administration
- (a) Except as to the provisions of clauses 10 - Anti-discrimination; 12 - Redundancy; 13 - Without prejudice; 14 - Annual leave; 15 - Personal leave; 16 - Long service leave; 17 - Public holidays; 18 - Parental leave; 19 - Jury service; 23 - Annual leave loading; and 25 - Superannuation, this award will not apply to full-time clerks who are in receipt of a wage in excess of 15 per cent above the rate of pay for a Medical Imaging Administration Grade 5; provided that this exemption will not apply to an employee whose wage is in excess of 15 per cent above the rate of pay for Grade 5, if such wage includes overtime payments.
- (b) Work levels - The indicative tasks for the levels of Medical Imaging Administration are set out in Part C, Work level statement for medical imaging administration (MIA), of this award.

21. Payment of Wages

- (i) Wages and other payments earned during the pay period will be paid not more than three working days from the end of the pay period. An employer may pay in cash or cheque or electronic transfer or other arrangement by agreement with the employee.
- (ii) Depending on the employer's pay period, full-time employee will be paid weekly, fortnightly, four weekly, or monthly. Part-time or casual employees will be paid weekly or fortnightly.

22. Allowances-Meals, Motor Vehicles and on-Call

- (i) Meal allowance

An employee who is required to work more than three hours after his or her rostered time finishes will be supplied with a meal or paid a meal allowance as set out in Table 2 of Part B, Monetary Rates, of this award. A further meal or allowance will be supplied or paid on the completion of each additional four hours' overtime worked.

- (ii) Motor vehicle allowance

Where an employee, by arrangement with the employer, provides his or her own vehicle for use in connection with the work the employee will be paid an allowance in line with ATO requirements for kilometre travelled in connection with work, as set out in the said Table 2 of Part B.

- (iii) On call allowance

An employee on call for emergency recall under subclause (e) of clause 8 will be paid an on call allowance per period when on call up to a maximum amount per week as set out in Table 2 of Part B, Monetary rates.

23. Annual Leave Loading

- (i) An annual leave loading of 17.5 per cent is payable upon and in addition to the employee's ordinary weekly rate prescribed under Table 1 of Part B, Monetary Rates, for the period of the annual leave taken, when the employee takes such leave. Allowances, penalty rates, overtime or any other payments prescribed under this award are not to be taken into account in calculating the amount on which the loading is payable.
- (ii) No loading is payable to an employee who takes an annual holiday wholly or partly in advance during the first year of employment. If the employment of such an employee continues until the day when he or she would have become entitled under the *Annual Holidays Act 1944* (NSW) to an annual holiday, the loading is then paid in respect of the period of such holiday, After the first year of employment the employee may be paid a wage rate loaded to include the annual leave loading instead of receiving the loading when the leave is taken.

24. Public Holidays Payment

- (i) Employees other than casuals who would otherwise have worked on that day will be entitled to the holiday without loss of pay. In addition to such payment, an employee who works on that day will receive payment at the rate of time and a half for all time worked.
- (ii) Time off in lieu may be taken for time worked on a public holiday on a time for time basis at a time mutually convenient to the employee and the employer.

25. Superannuation

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

PART B**MONETARY RATES****Table 1 - Minimum Rates of Pay**

Classifications	1 July 2004 Per Week \$	1 July 2005 Per Week \$	1 July 2006 Per Week \$
Medical Imaging Technologist (MIT): Medical Radiographer (MIT-MR) Nuclear Medicine Technologist (MIT-NMT) Radiation Therapist (MIT-RT) Ultrasound (MIT-U) Magnetic Resonance Imaging (MIT-MRI)			
Level 1 (n/a for MIT-U and MIT-MRI)	644.60	684.50	705.00
Level 2	749.50	772.00	795.00
Level 3	845.40	870.80	896.90
Level 4	920.30	947.90	976.30
Level 5	986.00	1,015.60	1,046.10
Level 6 (n/a for MIT-U and MIT-MRI)	1,168.60	1,203.70	1,239.80
Medical Imaging Administration			
Medical Typist			
Receptionist			
Stenographer			
Clerical and Administration			
Level 1	525.50	541.30	557.50
Level 2	548.10	564.50	581.40
Level 3	584.60	602.10	620.20
Level 4	629.70	648.60	688.10
Level 5	695.20	716.10	737.60
Junior Typist/Receptionist			
under 17 years of age	202.00	208.10	214.30
At 17 years of age	253.00	260.60	268.40
At 18 years of age	310.00	319.30	328.90
At 19 years of age	338.00	348.10	358.50
At 20 years of age	414.00	426.40	439.20

Junior Stenographer			
At 17 years of age	270.00	278.10	286.40
At 18 years of age	324.00	333.70	343.70
At 19 years of age	380.00	391.40	403.10
At 20 years of age	449.00	462.50	476.40
Medical Imaging Liaison Representative	584.60	602.10	620.20
Imaging Assistant	467.40	481.40	495.80

Hourly rates are calculated by dividing the weekly rate by 38.

Table 2 - Allowances

Clause No.	Allowances	1 July 2004 \$	1 July 2005 \$	1 July 2006 \$
22(a)	Meal allowance per meal	17.00	17.50	18.00
22(b)	Motor vehicle per kilometre	ATO/k	ATO/k	ATO/k
22(c)	On call *			
	Per period	20.00	20.60	21.20
	Maximum per week	140.00	144.20	148.50

*22(c) On call allowance

An employee on call for emergency recall under subclause (v) of clause 8, Overtime, will be paid when on-call an allowance as set out herein.

PART C

Work Level Statement for Medical Imaging Administration (MIA)

The work level statements for Medical Imaging Administration (MIA) are not the sole determining requirements of an employee's level. The definitions of the levels are to be considered in conjunction with, the following work level statements. The employer will "best fit" an employee into a level in relation to the employees overall duties.

INFORMATION HANDLING

Level 1

- Receive and distribute incoming mail
- Receive and dispatch outgoing mail
- Collate and dispatch documents for bulk mailing
- File and retrieve documents

Level 2

- Update and modify existing practice records
- Remove inactive files
- Copy data onto standard forms

Level 3

- Prepare new files
- Identify and process inactive files
- Record documentation movements

Level 4

- Categorises files
- Ensure efficient distribution of files & records
- Maintain security of filing system
- Train others in the operation of the filing system
- Compile report
- Identify information source(s) inside and outside the organisation

Level 5

- Implement new/improved system
- Update incoming publications
- Circulate publications
- Identify information source(s) inside and outside the organisation

COMMUNICATION

Level 1

- Receive and relay oral and written messages
- Complete simple forms

Level 2

- Respond to incoming telephone calls
- Make telephone calls
- Draft simple correspondence

Level 3

- Respond to telephone, oral and written requests for information
- Draft routine correspondence
- Handle sensitive inquiries with tact and discretion

Level 4

Receive and process a request for information

Identify information source(s)

Compose report/correspondence

Level 5

Obtain data from external sources

Produce report

Identify need for documents and/or research

PRACTICE

Level 1

Identify key functions and personnel

Apply office procedures

Level 2

Provide information from own function area

Re-direct inquiries and/or take appropriate follow-up action

Greet visitors and attend to their needs

Level 3

Clarify specific needs of client/other employee

Provide information and advice

Follow-up on client/employee needs

Clarify the nature of a verbal message

Identify options for resolution and act accordingly

Level 4

Provide information on current service provision and resource allocation within area of responsibility

Identify trends in patient requirements

Level 5

Assist with the development of options for future strategies

Assist with planning to match future requirements with resource allocation

TECHNOLOGY

Level 1

Operate office equipment appropriate to the tasks to be completed

Open computer file, retrieve and copy data

Close file

Level 2

Operate equipment

Identify and/or rectify minor faults in equipment

Edit and save information

Produce document from written text using standard format

Shutdown equipment

Level 3

Maintain equipment

Train others in the use of office equipment

Select appropriate media

Establish document structure

Produce documents

Level 4

Maintain storage media

Devise and maintain filing system

Set printer for document requirements when various set-ups are available

Design document format

Assist and train network users

Shutdown network equipment

Level 5

Establish and maintain a small network

Identify document requirements

Determine presentation and format of document and produce it

ORGANISATIONAL

Level 1

Plan and organise a personal daily work routine

Level 2

Organise own work schedule

Know roles and functions of other employees

Level 3

Co-ordinate own work routine with others

Make and record appointments on behalf of others

Make travel and accommodation bookings in line with given itinerary

Level 4

Manage diary on behalf of others

Assist with appointment preparation and follow up for others

Organise business itinerary

Make meeting arrangements

Record minutes of meeting

Identify credit facilities

Prepare content of documentation for meetings

Level 5

Organise meetings

Plan and organise conference

TEAM

Level 1

Complete allocated tasks

Level 2

Participate in identifying tasks for team

Prepare statements for debtors

Assist others to complete tasks

Level 3

- Clarify tasks to achieve group goal
- Negotiate allocation of tasks
- Monitor own completion of allocated tasks

Level 4

- Plan work for the team
- Allocate tasks to members of the team
- Provide training for team members

Level 5

- Draft job vacancy advertisement
- Assist in the selection of staff
- Plan and allocate work for the team
- Monitor team performance
- Organise training for team

BUSINESS FINANCIAL

Level 1

- Record petty cash transactions
- Prepare banking documents
- Prepare business source documents

Level 2

- Reconcile invoices for payments to creditors
- Prepare statements for debtors
- Enter payment summaries into journals
- Post journals to ledger

Level 3

- Reconcile accounts to balance
- Prepare bank reconciliations
- Document and lodge takings at bank
- Receive and document payment/takings
- Dispatch statements to debtors

Follow up and record outstanding accounts

Dispatch payments to creditors

Maintain stock control records

Level 4

Prepare financial reports

Draft financial forecasts/budgets

Undertake and document costing procedures

Level 5

Administer PAYE salary records

Process payment of wages and salaries

Prepare payroll data

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

(1817)

SERIAL C3801**UNION STREET PROJECT AWARD 2005**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Baulderstone Hornibrook Pty Ltd.

(No. IRC 2533 of 2005)

Before Commissioner Ritchie

1 June 2005

AWARD**1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Objectives
3.	Definitions
4.	Application
5.	Duration
6.	Industry Standards
6.1	Superannuation and Redundancy
6.2	Top Up/24 Hour Income Protection Insurance
6.3(a)	Project Allowance
6.3(b)	Transport Drivers
7.	Environment, Health, Safety and Rehabilitation (EHS&R)
7.1	Induction
7.2	Environment, Health and Safety Plans
7.3	The Safety Committee
7.4	Safety Procedures
7.5	OH&S Industry Induction
7.6	Formwork Safety
7.7	Temporary Power/Testing and Tagging
7.8	Crane Safety
8.	Dispute Resolution
8.1	Employer Specific Disputes
8.2	Project Wide Dispute
8.3	Demarcation Disputes
8.4	Procedures to prevent Disputes Regarding Non-Compliance
9.	Monitoring Committee
10.	Productivity Initiatives
10.1	Learning Initiatives
10.2	Inclement Weather
10.3	Rostered Days Off
10.4	Maximising Working Time
10.5	Hours of Work
11.	Immigration Compliance
12.	Long Service Compliance
13.	No Extra Claims
14.	No Precedent
15.	Single Bargaining Unit

16. Union Rights
 - 16.1 Visiting Union Officials
 - 16.2 Workplace Delegates
 - 16.3 Union Membership
17. Australian Content
18. Protective Clothing
19. Workers Compensation and Insurance Cover
20. Apprentices
21. Training and Workplace Reform
22. Project Death Cover
23. Anti-Discrimination
24. Personal/Carers Leave
 - 24.1 Use of Sick Leave
 - 24.2 Unpaid Leave for Family Purpose
 - 24.3 Annual Leave
 - 24.4 Time-off in Lieu of Payment for Overtime
 - 24.5 Make-up Time
 - 24.6 Rostered days off
25. Project Close-Down Calendar
26. Leave Reserved

Annexure A

Annexure B

2. Objectives

- 2.1 The Parties agree to continue to develop and implement the following objectives in respect of the following key areas on the Project:
- (a) Implementation of forms of work organisation which encourage the use and acquisition of skills and continual learning;
 - (b) Continued development of more effective management practices;
 - (c) Continued development of communication processes, which facilitate participation by all Employers, Employees and Unions
 - (d) Introduction of new technology and associated change to enhance productivity;
 - (e) Improved quality of work;
 - (f) Increased scope of sub-contract work packages to promote genuine skills enhancement and acquisition by Employees.
 - (g) Provision of a career structure for all Employees based on skills, competencies and increased job satisfaction;
 - (h) Provision of high standards of occupational health & safety on the Project;
 - (i) Improved impact of the Project on the environment;
 - (j) Implementation of this Award, and compliance with all relevant statutory provisions;
 - (k) Elimination of unproductive time;
 - (l) Improved compliance by subcontractors with the provisions of applicable awards and/or enterprise agreements and legislative requirements;
 - (m) Improved wages and conditions for all employees working on the project;

- (n) Increased leisure time for employees by eliminating excessive hours of work.
- (o) Enhancing job opportunities for persons who have a legal right to work including persons who wish to take on apprenticeships or traineeships.
- (p) It is a objective of the unions party to this Award that all employers have Enterprise Agreements with the relevant union or unions.
- (q) Compliance with the NSW Government Construction Industry Code of Practice.

3. Definitions

"Award" means - the Union Street Project Award 2005.

"Baulderstone Hornibrook" means - Baulderstone Hornibrook of 40 Miller St North Sydney 2060.

"Code of Practice" means - the New South Wales Government Code of Practice for the Construction Industry.

"Employee" means - a person engaged by an Employer who performs work on the Project.

"Employer" means - Baulderstone Hornibrook and/or any subcontractor/s engaged by Baulderstone Hornibrook to work on the Project.

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

"EHS&R" means - Environment Health Safety and Rehabilitation.

"Environment Health Safety and Rehabilitation Policy" means - either of the plan or policy devised and implemented by the Project Manager for the Project (as amended from time to time).

"Monitoring Committee" means - the committee established under clause 10 of this Award.

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

"Practical Completion" means - the completion of the Project where the building is fit for occupancy and/or purpose.

"Project" means the construction works contracted to Baulderstone Hornibrook at Union Street, Pyrmont.

"Project Manager" means - the Project Manager (Delivery) for the Project appointed by Baulderstone Hornibrook from time to time.

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

"Unions" means - each of the Unions listed in Part 2 of Annexure A.

"Unions NSW" means - the Labor Council of New South Wales.

4. Application

- 4.1 This Award will apply to work done on the Project by the Employees for the period the Employer engages the Employees to work on the Project.
- 4.2 Where Baulderstone Hornibrook engages sub-contractor/s, it shall make it a condition of any contract that it enters into with its sub-contractor/s that they will not employ or otherwise engage persons on wages and conditions, which are less favourable than those set out in this Project Award.

- 4.3 The Parties also acknowledge and agree that the terms of this Award form part of the tender conditions for work on this Project.
- 4.4 This Award is generally intended to supplement and co-exist within the terms of existing Enterprise Agreements and Awards and its primary purpose is to provide a framework for the Employers, Unions NSW and the Unions, to manage those issues on the Project which affect more than one Employer.

5. Duration

- 5.1 This Award shall operate on and from 15 March 2005 until Practical Completion or three years from commencement (whichever comes first).

6. Industry Standards

6.1 Superannuation and Redundancy

- (a) The Parties acknowledge that a contribution of \$100.00 per week or 9% of ordinary time earnings (whichever is the greater) will be made to the superannuation fund nominated in the relevant industrial instruments being C+BUS; NESS; STA, TWU or other schemes approved by the Parties. The minimum payment made for superannuation for apprentices/trainees working on the project shall be \$50.00 per week.
- (b) The Employers will make a contribution of \$61 per week into ACIRT or MERT or other schemes approved by the parties. The employers shall make a contribution of no less than \$40.00 per week for apprentices/trainees working on the project.

6.2 Top Up/24 Hour Income Protection Insurance

- (a) Each Employer will provide Workers Compensation Top-Up/24 Hour Income Accident Insurance with the UPLUS scheme or other similar schemes, which are approved by the parties to this Award.

6.3 Project Allowance

- (a) Subject to subclause 6.3(b) the Employer will pay a project allowance for persons engaged on the project of \$2.00 for each hour worked on the Project.

(b) Transport Drivers

(i) Employees - Rates of Pay

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

(ii) Contract Carrier

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

(iii) GST

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

7. Environment, Health, Safety and Rehabilitation (EHS&R)

7.1 Induction

- (a) All Employees must attend an agreed EHS&R site induction course on commencement of engagement on site.
- (b) All transport workers involved on the project shall undertake an appropriate Blue Card Induction Program conducted by a licensed Blue Card Training Provider in conjunction with the employer and the Transport Workers' Union.

7.2 Environment, Health and Safety Plans

- (a) All Employers must submit an environment, health safety and rehabilitation management plan. These plans should include evidence of:
 - (i) risk assessment of their works;
 - (ii) hazard identification, prevention and control;
 - (iii) planning and re-planning for a safe working environment;
 - (iv) industry and trade specific induction of Employees;
 - (v) monitoring performance and improvement of work methods;
 - (vi) reporting of all incidents/accidents;
 - (vii) compliance verification; and
 - (viii) regular EHS&R meetings, inspections and audits of the Project.

7.3 The Safety Committee

- (a) The Safety Committee will be properly constituted with an agreed constitution. All members of the safety committee will undertake agreed Occupational Health and Safety training with Comet Training or other agreed providers.

7.4 Safety Procedures

- (a) The Parties acknowledge and agree that all Parties are committed to safe working procedures.
- (b) If the Project Manager or the Safety Committee is of the opinion that an Employee or Employer has committed a serious breach of either the Environment Health and Safety Policy or the relevant safety management plan (or any other agreed safe working procedures), the Project Manager (or the Project Manager on recommendation from the Safety Committee) will implement disciplinary action against the Employer or Employee which may include taking all steps required to remove the Employer or Employee from the Project.
- (c) The Parties agree that pursuant to the Code of Practice, in the event that an unsafe condition exists, work is to continue in all areas not affected by that condition and those employers may direct employees to move to a safe place of work. No employee will be required to work in any unsafe area or situation.

7.5 OH&S Industry Induction

No person will be engaged on site unless he/she has completed the WorkCover NSW Accredited OH&S Industry Induction Course.

7.6 Formwork Safety

All persons engaged on the erection or dismantling of formwork will have the relevant WorkCover Formwork Certificate of Competency. Where an employee does not have a Certificate of Competency, Comet will be contacted to assess the qualifications of the relevant employee. Further, all contractors engaged on site to perform work shall fully comply with AS 3610 Formwork for Concrete.

7.7 Temporary Power/Testing and Tagging

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

7.8 Crane Safety

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

8. Dispute Resolution

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

8.1 Employer Specific Disputes

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

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

8.2 Project Wide Disputes

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

- (a) Discussion between those directly affected;
- (b) Discussion between site management representatives of Baulderstone Hornibrook and the Union delegate;

- (c) Discussion between site management representatives of Baulderstone Hornibrook and the Union organiser;
- (d) Discussion between senior management of Baulderstone Hornibrook and the appropriate Union official;
- (e) Discussion between the Secretary of the relevant Union (or nominee) and Baulderstone Hornibrook NSW Operations Manager (or nominee);
- (f) If the dispute is not resolved after step (e), parties to the Award may notify the dispute to the Industrial Relations Commission of New South Wales, and request that the Industrial Relations Commission of New South Wales resolve the dispute pursuant to its powers set out in the *Industrial Relations Act 1996* (NSW);
- (g) Work shall continue without interruption or dislocation during discussion and negotiations concerning the dispute.

8.3 Demarcation Disputes

In the event that a dispute arises which cannot be resolved between the relevant Unions, the Unions agree to the following dispute settling procedure:

- (a) Work shall continue without interruption or dislocation during discussion and resolution of disputes;
- (b) Discussion between Unions NSW and the Unions to try to resolve the dispute;
- (c) If the dispute is not resolved after step (b), either Union may notify the dispute to the Industrial Relations Commission of New South Wales and request that the Industrial Relations Commission of New South Wales resolve the dispute pursuant to its powers set out in the *Industrial Relations Act 1996* (NSW).

8.4 Procedures to prevent Disputes Regarding Non-Compliance

- (a) Baulderstone Hornibrook in association with the accredited site union delegate will check monthly payments of subcontractors companies engaged on site in relation to superannuation, redundancy and extra insurance to ensure payments for employees have been made as required. The Baulderstone Hornibrook and site delegate shall also check that employers have not introduced arrangements such as and not limited to 'all-in' payment and or 'cash-in-hand' payments, (i.e. payments designed to avoid tax and other statutory obligations and sham subcontract arrangements.) Where such practices are identified Baulderstone Hornibrook will take immediate steps to ensure that any such arrangements are rectified and that any Employee affected by any such arrangement receives all statutory entitlements.
- (b) Each subcontractor engaged on site will be specifically advised and monitored in respect of payroll tax and required to comply with their lawful obligations.
- (c) In accordance with Section 127 of the *Industrial Relations Act 1996*, Section 175(b) of the *Workers' Compensation Act 1987* or Part 5B s1G-31J of the *Payroll Tax Act 1971* the principal contractor will obtain all applicable Sub-Contractors Statements regarding workers' compensation, payroll tax and remuneration. A copy of these statements will be available on request to an accredited trade union officer or site delegate.
- (d) The union delegate or union official shall advise Baulderstone Hornibrook if they believe the information which has been provided by any sub-contractor is not correct.
- (e) Any dispute concerning non-compliance shall be resolved in accordance with the dispute settling procedures of this award.

9. Monitoring Committee

- 9.1 The Parties may establish a committee to monitor the implementation of this Award.
- 9.2 This Monitoring Committee if established will meet at the commencement of construction and then at monthly intervals or as required during construction on the Project.
- 9.3 The Monitoring Committee will consider ways in which the aims and objectives of this Award can be enhanced, which may include, but not be limited to discussion of:
- (a) developing more flexible ways of working;
 - (b) enhancing occupational health and safety;
 - (c) productivity plans, and
 - (d) compliance with Award and other statutory requirements by employers.
- 9.4 If the principles of this Award are not being followed, the Committee will develop a plan in consultation with the Parties, to implement the intent of the Award.

10. Productivity Initiatives

10.1 Learning Initiatives

Each Employer shall be required to demonstrate to Baulderstone Hornibrook implementation of commitment to skill enhancement and workplace reform while working on the Project.

10.2 Inclement Weather

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

10.3 Rostered Days Off

- (a) Subject to Clause 25 a procedure for the implementation of Rostered Days Off (RDO's) will be agreed on the Project. The purpose which is to:

- (i) increase the quality of working life for Employees; and
 - (ii) increase the productivity of the Project.
- (b) A roster of RDO's will be prepared, following consultation with the workforce and parties to this Award.
- (c) Records of each Employee's RDO accruals will be recorded on the employees pay slip and copies made available to the Employee, the Employee's delegate or union official upon request. It is acknowledged that different arrangements in relation to the banking of RDO's may apply to members of the CEPU.
- (d) Where practicable, Saturday work prior to the published industry RDO's will not be worked.

10.4 Maximising Working Time

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

10.5 Hours of Work

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

11. Immigration Compliance

- 11.1 The Parties are committed to compliance with Australian immigration laws so as to ensure maximum work opportunities for unemployed permanent residents and Australian citizens. Employers will be advised by Baulderstone Hornibrook of the importance of immigration compliance. Where there is concern that illegal immigrants are being engaged by an employer on the Project, Baulderstone Hornibrook will act decisively to ensure compliance.
- 11.2 Employers are required prior to employees commencing work on-site to check the legal right of employees to work. The authorisation form attached to this Award as per Appendix B will assist in providing evidence of the employee's legal status.

12. Long Service Compliance

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

13. No Extra Claims

- 13.1 The Parties agree that they will not pursue extra claims in respect of matters covered by this Award (including but not limited to any claim for a disability allowance) during the term of this Award.

14. No Precedent

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

15. Single Bargaining Unit

- 15.1 This Award was negotiated by Unions NSW on behalf of the Unions and by Baulderstone Hornibrook in its own right and on behalf of the Employers.

16. Union Rights

The Parties to this award acknowledge the right of employees to be active union members and respect the right of the union to organize and recruit employees. The Parties to this award also acknowledge that good communication between the union official, the delegate and its members is an important mechanism in assisting the parties to resolve grievances and disputes in a timely fashion.

16.1 Visiting Union Officials

- (a) Where practicable, Union officials (party to this Award) when arriving onsite, shall call at the site office and introduce themselves to a Management representative of the Employer, prior to pursuing their union duties.
- (b) Union officials shall produce their right of entry permits, if required, and observe the relevant Building Awards, the *Occupational Health and Safety Act* and Regulations, and other statutory/legislative obligations for entry to the site.
- (c) Union officials with the appropriate credentials shall be entitled to inspect all such wage records, other payment records and related documentation necessary to ensure that the Employers are observing the terms and conditions of this Award.
- (d) All such wages books and other payment records shall be made available within 48 hours on site or at another convenient, appropriate place, provided notice is given to the Employers and the Project Manager by the Union.
- (e) Such inspections shall not take place unless there is a suspected breach of this Award, other appropriate Building Awards, Enterprise Agreements, the *Industrial Relations Act 1996* (NSW), or other Statutory Employer requirements.

16.2 Workplace Delegates

Definition

In this clause the expression "delegate" means - an employee who is the accredited representative of the Union at an employer's work place, and if there is more than one delegate in respect of the workforce of that employer then the expression "delegate" means each and every such delegate so accredited by the Union in relation to that employer's workforce.

- (a) Rights of the Delegate
 - (i) The parties acknowledge it is the sole right of the Union and its members to elect the delegate for each work site, who shall be recognised as the authorised representative of the Union at the site.
 - (ii) The delegate shall have the right to approach or be approached by any employee of the employer to discuss industrial matters with that employee during normal working hours.
 - (iii) The delegate shall have the right to communicate with members of the Union in relation to industrial matters without impediment by the employer. Without limiting the usual meaning of the expression "impediment", this provision applies to the following conduct by an employer:
 - moving a delegate to a workplace or work situation which prevents or significantly impedes communication with members;

changing a delegate's shifts or rosters so that communication with workers is prevented or significantly impeded;

disrupting duly organised meetings.

- (iv) The delegate shall be entitled to represent members in relation to industrial matters at the workplace, and without limiting the generality of that entitlement is entitled to be involved in representing members:

at all stages in the negotiation and implementation of enterprise agreements or awards or other industrial instruments;

the introduction of new technology and other forms of workplace change;

Career path, reclassification, training issues; and to initiate discussions and negotiations on any other matters affecting the employment of members

Ensuring that workers on site are paid their correct wages, allowances and other lawful entitlements.

To check with relevant industry schemes so as to ensure that superannuation, long service leave and redundancy has been paid on time.

- (v) In order to assist the delegate to effectively discharge his or her duties and responsibilities, the delegate shall be afforded the following rights:

the right to reasonable communication with other delegates, union officials and management in relation to industrial matters, where such communication cannot be dealt with or concluded during normal breaks in work;

at least 10 days paid time off work to attend relevant and pre-agreed Union training courses/forums;

paid time off to attend meetings of delegates in the industry, as agreed by the parties.

- (vi) The employer of a delegate shall provide to the delegate the following:

a lockable cabinet for the keeping of records;

a lockable notice board for the placement of Union notices at the discretion of the delegate;

where practicable, i.e. on large sites, a union office;

where a union office room is not practicable, access to a meeting room;

use of the telephone for legitimate union business;

from existing resources, and when required access to:

a word-processor, typewriter, or secretarial support at the workplace;

personal computers (PC), CD ROM, E-mail and the Internet at the workplace;

a photocopier or facsimile machine.

- (vii) There shall be no deduction to wages where the Union requires a delegate to attend any Court or Industrial Tribunal proceedings relating to Industrial matters at the workplace where prior agreement has been reached between the delegate and his/her manager regarding their attendance.

16.3 Union Membership

Properly accredited officials and workplace representatives of the union shall have the right to be provided with appropriate access to employees to promote the benefits of union membership.

To assist in this process the Employer shall:

- (a) If requested by the union and authorised by the employee, provide payroll deduction services for union fees. Such fees shall be remitted to the union on a monthly basis with enough information supplied to enable the union to carry out a reconciliation;
- (b) Supply all employees with a union application form at the same time as employees are provided with their taxation declaration form;
- (c) Provide the union with access to talk to new employees at induction training;
- (d) Ensure that all supervisors are trained in the provisions of the Project Award and the employer's policy on union membership.

17. Australian Content

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

18. Protective Clothing

- 18.1 Employers will provide their Employees engaged on site with legally produced Australian made protective clothing and footwear on the following basis:

- (a) Safety Footwear

Appropriate safety footwear shall be supplied on commencement if not already provided, to all persons engaged on site and will be replaced as a result of fair wear and tear, provided they are produced to the Employer as evidence.

- (b) Clothing

Two sets of protective clothing (combination of bib and brace or shorts, trousers and shirts) will be supplied to all persons after accumulated engagement on site of 152 hours or more and will be replaced once per calendar year as a result of fair wear and tear, provided they are produced to the Employer as evidence.

- (c) Jackets

Each person, after accumulated employment on site of 152 hours shall be eligible to be issued with warm bluey jacket or equivalent, which will be replaced once per calendar year on a fair wear and tear basis.

- 18.2 In circumstances where any Employee(s) of Employers are transferred to the project from another Project where an issue of equivalent clothing was made, then such Employee shall not be entitled to an issue for this Project until the expiry of the calendar year or on a fair wear and tear basis.

- 18.3 Employees who receive from their Employer an issue and replacement of equivalent clothing and/or safety footwear as part of the Employer's policy or relevant industrial instrument shall not be entitled to the provisions of this clause
- 18.4 Employers will consult with Unions NSW to be provided with a list of Australian Manufacturers who do not use illegal or exploited labour in the manufacture of their work clothes.
- 18.5 Notwithstanding anything else contained in this clause all Transport Employees/Contractors will be supplied with Safety Footwear, 1 set of Clothing and 1 Jacket prior to the commencement of work at the site. However the Company does not need to supply the above if the said Employee/Contractor has been issued with the clothing by the Principal Contractor within the previous twelve (12) months and the Principal Contractor can substantiate that fact.

19. Workers Compensation and Insurance Cover

- 19.1 Employers must ensure that all persons that they engage to work on the project are covered by workers compensation insurance.
- 19.2 Baulderstone Hornibrook will audit Workers Compensation Certificates of Currency from each Employer engaged on site to ensure that the wages estimate and tariff declared for the type of work undertaken is correct. This information will be available to authorised Union officials on request.
- 19.3 Employers and their Employees must comply with the following steps to ensure expedited payment of workers compensation:
- (a) All Employees will report injuries to the project first aider and their supervisor at the earliest possible time after the injury.
 - (b) All Employees will comply with the requirements for making a workers compensation claim, including the provision of a Workcover medical certificate, at the earliest possible time after the injury. This information will also be supplied to the project first aid officer, and the employee's supervisor.
 - (c) In cases where the Employee is unable to comply with the above, the relevant employer will assist in fulfilling requirements for making a claim.
- 19.4 Employers must ensure that they are aware of and will abide by Sections 63 to 69 of the *Workplace Injury Management and Workers Compensation Act 1998*, which provide that:
- (a) The Employer shall keep a register of injuries /site accident book in a readily accessible place on site;
 - (b) All Employees must enter in the register any injury received by the Employee. The Employer must be notified of all injuries on site immediately. The employer must notify the insurer within 48 hours of a significant injury;
 - (c) An Employer who receives a claim for compensation, must within seven (7) days of receipt, forward the claim or documentation, to their insurer;
 - (d) An Employer who receives a request from their insurer for further specified information must within seven (7) days after receipt of the request, furnish the insurer with the information as is in the possession of the Employer or reasonably obtained by the Employer;
 - (e) An Employer who has received compensation money from an insurer shall forward such money to the person entitled to the compensation within three (3) working days;
- 19.5 Where there has been a serious incident and/or accident which has resulted in a serious injury or loss of life the employer shall notify the relevant union immediately

19.6 The Employer will also complete the relevant accident notification form and send it to WorkCover.

20. Apprentices

20.1 As part of the Project's commitment to industry training, a ratio of one apprentice/trainee to every five tradespersons within each Employer's workforce is to be maintained.

21. Training and Workplace Reform

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

22. Project Death Cover

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

23. Anti-Discrimination

23.1 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.

23.2 This includes discrimination on the ground of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer and age.

23.3 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with fulfilment of these obligations for the parties to make application to vary any provision of the Award, which, by its terms of operation, has a direct or indirect discriminatory effect.

23.4 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.

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

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (d) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

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

24. Personal/Carers Leave

24.1 Use of Sick Leave

- (a) An Employee, other than a casual employee, with responsibilities in relation to a class of person set out in clause 24.1 (c)(ii) who needs the Employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The Employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an Employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the Employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - a spouse of the Employee; or
 - a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian) grandparent, grandchild or sibling of the Employee or spouse or de facto spouse of the employee; or
 - a same sex partner who lives with the Employee as the de factor partner of that Employee on a bona fide domestic basis; or
 - a relative of the Employee who is a member of the same household, where for the purposes of this paragraph:
 - "relative" means - a person related by blood, marriage or affinity;
 - "affinity" means - a relationship that one spouse because of marriage has to blood relatives of the other: and
 - "household" means - a family group living in the same domestic dwelling.
- (d) An Employee shall, wherever practicable, give the Employer prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.

24.2 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 24.1(c)(ii) above who is ill.

24.3 Annual Leave

- (a) An Employee may elect with the consent of the Employer, subject to the *Annual Holidays Act 1944* (NSW), to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph 24.3(a) above, shall be exclusive of any shutdown period provided for elsewhere under this Award.
- (c) An Employee and Employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

24.4 Time-off in Lieu of Payment for Overtime

- (a) An Employee may elect, with the consent of the Employer, to take time-off in lieu of payment for overtime at a time or times agreed with the Employer within twelve (12) months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph 24.4(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (d) Where no election is made in accordance with paragraph 24.4(a), the Employee shall be paid overtime rates in accordance with the award.

24.5 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.

24.6 Rostered days off

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

25. Project Close-Down Calendar

25.1 For the purposes of this Award the Parties agree that the following calendar will be adopted for the Project. The calendar has been produced with a view to maximising quality leisure time off for all employees. Accordingly, the Parties agree that on certain weekends (as set out in the Calendar), no work shall be carried out.

Provided, however, where there is an emergency or special client need, work can be undertaken on the weekends and adjacent RDO's as set out below, subject to the agreement of the appropriate union secretary or nominee. In such circumstances reasonable notice (where possible), shall be given to the union (or union delegate).

SITE CALENDAR 2005

Friday	March 25	Good Friday Public Holiday
Saturday	March 26	
Sunday	March 27	Easter Sunday
Monday	March 28	Easter Monday Public Holiday
Tuesday	March 29	RDO
Friday	April 22	RDO
Saturday	April 23	
Sunday	April 24	
Monday	April 25	Anzac Day Public Holiday
Saturday	June 11	
Sunday	June 12	
Monday	June 13	Queen's Birthday Public Holiday
Tuesday	June 14	RDO
Saturday	October 1	
Sunday	October 2	
Monday	October 3	Labour Day Public Holiday
Tuesday	October 4	RDO
Saturday	December 3	
Sunday	December 4	
Monday	December 5	Union Picnic Day
Tuesday	December 6	RDO

SITE CALENDAR 2006

Monday	January 2	New Year's Day Public Holiday
Thursday	January 26	Australia Day Public Holiday
Friday	January 27	RDO
Saturday	January 28	
Sunday	January 29	
Friday	April 14	Good Friday Public Holiday
Saturday	April 15	
Sunday	April 16	Easter Sunday
Monday	April 17	Easter Monday Public Holiday
Saturday	April 22	
Sunday	April 23	
Monday	April 24	RDO

Tuesday	April 25	Anzac Day Public Holiday
Saturday	June 10	
Sunday	June 11	
Monday	June 12	Queen's Birthday Public Holiday
Tuesday	June 13	RDO
Saturday	September 30	
Sunday	October 1	
Monday	October 2	Labour Day Public Holiday
Tuesday	October 3	RDO
Saturday	December 2	
Sunday	December 3	
Monday	December 4	Union Picnic Day
Tuesday	December 5	RDO

SITE CALENDAR 2007

Monday	January 1	New Year's Day Public Holiday
Friday	January 26	Australia Day Public Holiday
Saturday	January 27	
Sunday	January 28	
Monday	January 29	RDO
Friday	April 6	Good Friday Public Holiday
Saturday	April 7	
Sunday	April 8	Easter Sunday
Monday	April 9	Easter Monday Public Holiday
Tuesday	April 10	RDO
Wednesday	April 25	Anzac Day Public Holiday
Saturday	June 9	
Sunday	June 10	
Monday	June 11	Queen's Birthday Public Holiday
Tuesday	June 12	RDO
Saturday	September 29	
Sunday	September 30	
Monday	October 1	Labour Day Public Holiday
Tuesday	October 2	RDO
Saturday	December 1	
Sunday	December 2	
Monday	December 3	Union Picnic Day
Tuesday	December 4	RDO

25.2 Site Calendar 2008

The Parties shall agree to a Project Site Calendar for 2008 consistent with the industry calendar between the Parties. The site calendar shall follow the same principles as those established for the 2005 calendar.

26. Leave Reserved

The Union Parties to this Award shall have the right to make application to have the following provision or a provision with similar intent inserted into the Project Award.

"Notwithstanding subclause 8.4(a) if an employer is identified as paying his or her employees "all-in payments" then such payments shall be deemed to be the employees ordinary rate of pay for all purposes of this Project Award and other industrial instruments which apply to such employees for the duration of the project. In such circumstances, all employees of the employer working on the project shall obtain the benefit of the higher rate of pay plus the conditions of this Project Award."

ANNEXURE A

(Parties)

PART 1

EMPLOYERS:

Boulderstone Hornibrook

and any subcontractors engaged by it or by them to work on the Project.

PART 2

UNIONS:

Unions NSW

Construction Forestry Mining and Energy Union (New South Wales Branch)

Communication Electrical Electronic Energy Information Postal Plumbing and Allied Services Union of Australia (NSW) Branch - Plumbing Division;

Electrical Trades Union of Australia (NSW Branch)

Transport Workers Union (TWU)

Automotive Food Metals Engineering Printing & Kindred Industries Union (also known as AMWU)

ANNEXURE B

Authority to obtain details of work rights from DIMIA

EMPLOYEE DETAILS

As specified in passport or other identity document)

Family Name: _____

Given Name(s): _____

Other Name(s) used (e.g. maiden name): _____

Date of Birth: _____

Nationality: _____

Passport Number: _____

Visa Number: _____

Visa Expiry Date: _____

I authorise the Department of Immigration and Multicultural and Indigenous Affairs (DIMIA) to release the details of my work rights status (that is, my entitlement to work legally in Australia) to the named employer/ labour supplier and a representative of a principal contractor and authorised trade union officer on request.

I understand that these details are held by DIMIA on departmental files and computer systems. I also understand that the employer / labour supplier will use this information for the purposes of establishing my legal entitlement to work in Australia, and for no other purpose.

Employee Signature: _____

Date: _____

EMPLOYER/LABOUR SUPPLIER DETAILS

Business Name:

Business Street Address:

Type of Business:

Name of Contact Person:

Telephone: _____

Fax: _____

Note that the employee's work rights status will be sent directly to the fax number given above. Please ensure that this number is correct

THE COMPLETED FORM SHOULD BE FAXED TO 1800 505 550

IF ALL DETAILS MATCH WITH OUR RECORDS, THE EMPLOYEE'S WORK RIGHTS STATUS WILL BE FAXED TO YOU WITHIN ONE WORKING DAY

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

(1244)

SERIAL C3791**MACQUARIE GENERATION EMPLOYEES (STATE) AWARD 2005**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Macquarie Generation.

(No. IRC 2723 of 2005)

Before The Honourable Mr Deputy President Harrison

3 June 2005

AWARD**Arrangement**

Clause No.	Subject Matter
1.	Parties to the Award
2.	Intent, Scope and Duration
3.	Salaries
4.	Part-time Employment
5.	General Purpose Allowance
6.	Hours of Work
7.	Calculation of Service
8.	Classification Advisory Committee
9.	Terms of Employment
10.	Shift Work
11.	Overtime - Day Work
12.	Overtime - Shift Work
13.	Meal Allowances on Overtime
14.	Meal Breaks - Day Work
15.	Higher Grade Work and Pay
17.	Annual Leave
18.	Long Service Leave
19.	Sick Leave and Accident Pay
20.	Public Holidays and Picnic Day
21.	Travelling Time and Fares
22.	Working Away from Headquarters
23.	Grievance and Disputes Procedures
24.	Consultative Mechanisms
25.	Carer's Leave
26.	Bereavement Leave
27.	Anti-Discrimination
28.	Miscellaneous
29.	Leave Reserved

1. Parties to the Award

Title of Award

1.1 This Award will be known as the Macquarie Generation Employees (State) Award, 2005.

Parties

1.2 This Award has been made between Macquarie Generation and the unions listed below on behalf of the employees of Macquarie Generation.

Electrical Trades Union of Australia, New South Wales Branch

News South Wales Local Government, Administrative, Energy, Airlines and Utilities Union
Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch)
Construction, Forestry, Mining and Energy Union (Energy District) NSW Branch
Public Service Association of New South Wales
Australian Institute of Marine and Power Engineers, New South Wales District
AWU-FIME Amalgamated Union, New South Wales
Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch

1.3 This Award was not entered into under duress by any party.

2. Intent, Scope and Duration

Intent and Scope

2.1 The Award applies to all Macquarie Generation employees employed in classifications prescribed herein. It is based on the mutual understanding that there is an obligation to serve the people of New South Wales by providing a high standard of service at the lowest possible cost. As part of its obligations Macquarie Generation is committed to the continued development of its skilled workforce to provide an effective service.

In order to meet its objectives as set down under the *Energy Services Corporations Act, 1995* Macquarie Generation and its employees are committed to:

- (i) being a successful business
- (ii) operating at least as efficiently as any comparable businesses.
- (iii) maximising the net worth of the State's investment in it
- (iv) operating efficient, safe and reliable facilities for the generation of electricity
- (v) being an efficient and responsible supplier of electricity
- (vi) being a successful participant in the wholesale market for electricity

The achievement of these objectives will be based on a climate of co-operation and understanding.

Duration

2.2 This Award rescinds and replaces the Macquarie Generation Employees (State) Award 2002, published 4 April 2003 (339 I.G. 13). This Award will be effective from 1 July 2005 to 30 June 2008.

3. Salaries

3.1 Employees covered by the Award will receive a 4.5% increase in base rates of pay payable from the first pay period commencing on or after 1 July 2005.

Further increases will be paid as follows:

4.5% from the first pay period commencing on or after 1 July 2006

4.5% from the first pay period commencing on or after 1 July 2007

These payments will be paid in consideration of:

- (a) A commitment to the continuing development of the Macquarie Generation workforce so that staff can work flexibly in order to more readily adapt to changes in our business needs.
- (b) A commitment to participation in the development of the Training and Development Programme referred to in 3.3, including the development of a job evaluation and remuneration system for all employees.
- (c) Maintaining strict confidentiality of commercial information.
- (d) The express intention of the parties for Macquarie Generation to continue in a period of industrial stability and that the company will be spared the consequences of industrial action.

3.2 In recognition of the early and amicable settlement of negotiations of this Award, employees will also receive the following additional salary increase:

0.25% from the first pay period commencing on or after 1 July 2005

0.25% from the first pay period commencing on or after 1 July 2006

0.25% from the first pay period commencing on or after 1 July 2007

3.3 Training and Development Programme - The purpose of the Training and Development Programme is to undertake an assessment of the level of skills and competencies that exist within Macquarie Generation and compare this with what the business needs will be in the foreseeable future.

This will require a skills audit which can be undertaken by existing resources within Macquarie Generation. There will also be a job redesign process that will provide the best combination of skills and competencies that deliver the business needs. Finally, there will be a job evaluation and remuneration system that applies to all employees.

Programme Terms of Reference

- (a) Review the results of a skills audit for Macquarie Generation
- (b) Undertake a process of job redesign whereby jobs more readily meet the business needs, and
- (c) Examine job evaluation and remuneration systems in order to implement a system which applies to all employees.

As the process will be developed jointly between employees, management and unions, agreement will be required on each phase prior to implementation.

Salaries

3.4 The ordinary weekly salaries and the operative dates for the classifications covered by this Award based on a 35 hour week are:

Salary Point	Effective first pay period commencing on or after 1 July 2005 \$	Effective first pay period commencing on or after 1 July 2006 \$	Effective first pay period commencing on or after 1 July 2007 \$
1.0	363.40	380.70	398.80
1.5	391.90	410.60	430.20
2.0	420.20	440.20	461.20
2.5	448.60	470.00	492.40

3.0	477.30	500.00	523.80
3.5	505.50	529.60	554.80
4.0	533.90	559.30	585.90
4.5	548.00	574.10	601.40
5.0	562.20	589.00	617.00
5.5	576.20	603.60	632.30
6.0	590.40	618.50	648.00
6.5	603.60	632.30	662.40
7.0	617.30	646.70	677.50
7.5	631.10	661.20	692.70
8.0	645.30	676.00	708.20
8.5	659.60	691.00	723.90
9.0	674.40	706.50	740.10
9.5	689.80	722.60	757.00
10.0	705.00	738.60	773.80
10.5	721.50	755.90	791.90
11.0	737.60	772.70	809.50
11.5	755.10	791.10	828.80
12.0	772.70	809.50	848.00
12.5	790.60	828.20	867.60
13.0	808.30	846.80	887.10
13.5	827.30	866.70	908.00
14.0	846.50	886.80	929.00
14.5	866.20	907.40	950.60
15.0	885.70	927.90	972.10
15.5	906.60	949.80	995.00
16.0	927.40	971.60	1,017.90
16.5	943.30	988.20	1,035.30
17.0	959.20	1,004.90	1,052.80
17.5	975.90	1,022.40	1,071.10
18.0	992.40	1,039.70	1,089.20
18.5	1,009.50	1,057.60	1,108.00
19.0	1,026.60	1,075.50	1,126.70
19.5	1,044.30	1,094.00	1,146.10
20.0	1,062.20	1,112.80	1,165.80
20.5	1,080.40	1,131.80	1,185.70
21.0	1,098.70	1,151.00	1,205.80
21.5	1,117.70	1,170.90	1,226.70
22.0	1,136.70	1,190.80	1,247.50
22.5	1,156.20	1,211.30	1,269.00
23.0	1,175.60	1,231.60	1,290.20
23.5	1,196.00	1,252.90	1,312.60
24.0	1,216.20	1,274.10	1,334.80
24.5	1,237.20	1,296.10	1,357.80
25.0	1,258.10	1,318.00	1,380.80
25.5	1,279.80	1,340.70	1,404.50
26.0	1,301.60	1,363.60	1,428.50
26.5	1,323.90	1,386.90	1,452.90
27.0	1,346.20	1,410.30	1,477.50
27.5	1,369.80	1,435.00	1,503.30
28.0	1,393.00	1,459.30	1,528.80
28.5	1,416.80	1,484.30	1,555.00
29.0	1,440.90	1,509.50	1,581.40
29.5	1,465.80	1,535.60	1,608.70
30.0	1,490.70	1,561.70	1,636.10
30.5	1,516.30	1,588.50	1,664.10

31.0	1,542.10	1,615.50	1,692.40
31.5	1,568.70	1,643.40	1,721.70
32.0	1,595.50	1,671.50	1,751.10
32.5	1,622.80	1,700.10	1,781.10
33.0	1,650.10	1,728.70	1,811.00
33.5	1,678.70	1,758.60	1,842.30
34.0	1,707.50	1,788.80	1,874.00
34.5	1,736.90	1,819.60	1,906.20
35.0	1,766.30	1,850.40	1,938.50
35.5	1,796.90	1,882.50	1,972.10
36.0	1,827.40	1,914.40	2,005.60
36.5	1,858.90	1,947.40	2,040.10
37.0	1,890.60	1,980.60	2,074.90
37.5	1,923.40	2,015.00	2,110.90
38.0	1,955.80	2,048.90	2,146.50
38.5	1,989.60	2,084.30	2,183.50
39.0	2,023.50	2,119.80	2,220.70
39.5	2,058.40	2,156.40	2,259.10
40.0	2,093.20	2,192.90	2,297.30

Performance Measures

- 3.5 The granting of this award will not inhibit the introduction of performance measures based on the objective of continuing to reduce the real cost of electricity to our customers provided the changes do not breach this award or the *Industrial Relations Act 1996*.

Occupational Health Nurses

3.6

- (a) Administrative Officers, (previously referred to as Occupational Health Nurses) must be paid not less than the rates applicable to the following:

1st Year -Salary Point 19

2nd Year - Salary Point 20

- (b) Administrative Officers, (previously referred to as Occupational Health Nurse Co-ordinator) must be paid not less than the rates applicable to the following:

1st Year - Salary Point 24

2nd Year - Salary Point 25

Casual Occupational

- 3.7 Administrative Officers, who are engaged as Casual Health Nurses Occupational Health Nurses must be paid by the hour.

- (a) The hourly rate is determined by:
- (i) taking the weekly rate for the applicable salary point (set out in 3.7(a) above); and
 - (ii) dividing the sum by 35; and
 - (iii) adding 20% (in respect of all hours worked between 7:00am and 5:30pm, Monday to Friday inclusive) to the total.

- (b) Time worked outside these hours and on Saturdays must be paid as follows:
 - (i) for the first two hours - time and one half
 - (ii) after the first two hours - double time.
- (c) Hours worked in excess of seven hours, on any daily engagement, must be paid at the appropriate overtime rate.
- (d) Work performed on Sundays shall be paid at the rate of double time and on Public Holidays at the rate of double time and a half.
- (e) Minimum payment as for three hours at the appropriate rate must be paid in respect of each start, and reimbursement be made for all fares actually incurred in travelling to and from work only in respect of a minimum start.
- (f) General Purpose Station Allowance - these employees will receive level "E" allowance under sub-clause 5.1 on an hourly basis.
- (g) There is no entitlement to any of the provisions of this Award other than the provisions of this subclause.

Working up to skill level

3.8 Employees must:

- (a) Work up to their skill level, competence and training within the categories listed below; and
- (b) Work in accordance with the classification descriptions, salary points and Skills Development Programmes negotiated under Award Restructuring.

Administrative Officer

Engineering Officer

Professional Officer

Operator

Power Worker

Tradesperson

- (c) Classification Flexibility - Following agreement through consultation with classifications affected and/or relevant unions where required, work can be performed across the classifications referred to in sub-clause 3.8 (b) above.

Those jobs which change as a result of classification flexibility will have the new position evaluated within one week of a signed Position Description becoming available.

In the interim, for the three classification groups not covered by the current job evaluation system, additional skill levels can result in additional remuneration.

Both parties agree that this clause will not be used to impede the development of flexible work practices.

No extra claims

- 3.9 Apart from increases available through State Wage Case decisions (to be applied as set out below) the parties undertake that for the period of this Award they will not pursue any extra claims for any matters that are contained in this Award.

State Wage Case decisions determined during the period of the Award, will be dealt with as follows:

- (a) Cost of living adjustment - any component of a State Wage increase which is identified in the decision as a cost of living adjustment will be passed on to employees in full on the basis of any conditions that are imposed by the decision. This component of the increase will be in addition to the increases arising as a result of this Award.
- (b) Productivity increase - any component of a State Wage increase which is in return for state wide productivity improvements or is based on enterprise level productivity increases will be adjusted to avoid double counting.

Salary Sacrifice Superannuation

3.10

- (a) Notwithstanding the salaries prescribed by this clause, an employee may elect, subject to the agreement of Macquarie Generation, to sacrifice a portion of the salary payable under this clause to additional employer superannuation contribution, purchase of company product (electricity), innovated motor vehicle lease and laptop computer purchase.

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 under this clause or 50% of the currently applicable superable salary, whichever is the lesser. In this clause, "superable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.

- (b) Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
 - (i) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYE taxation deductions by the amount of that sacrificed portion: and
 - (ii) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation other payment, other than any payments for leave taken in service, to which an employee is entitled under this award or any applicable Award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this clause of the award in the absence of any salary sacrifice to superannuation made under this Award.
- (c) The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
 - (i) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (ii) Subject to Macquarie Generation's agreement, paid into a private sector regulated superannuation scheme as employer superannuation contributions.

(d) Where the employee is a member of a superannuation scheme established under:

- (i) the *Superannuation Act 1916*;
- (ii) the *State Authorities Superannuation Act 1987*;
- (iii) the *State Authorities Non-contributory Superannuation Act 1987*; or
- (iv) The *First State Superannuation Act 1992*

Macquarie Generation must ensure that the amount of any additional employer superannuation contributions specified in subclause (a) above is included in the employee's superable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- (e) Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with Macquarie Generation to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (d) above, Macquarie Generation will continue to base contributions to that fund on the salary payable under this clause to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by Macquarie Generation may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.
- (f) Additional taxation costs associated with salary sacrifice will not be borne by the employer and/or deduction limits may be imposed to avoid additional tax costs to the company.

4. Part-Time Employment

4.1 Part time employees mean persons employed on the basis of a consistent number of hours which are less than the full-time ordinary weekly working hours prescribed for the appropriate classification where such employment may be based upon any of the following arrangements.

- (a) part-time work which is of a temporary or limited duration provided that casual employment involving daily hire and/or re-hire is not included, and provided that the minimum daily number of hours to be worked by such part-time employees will not be less than four hours and the minimum weekly number of hours to be worked will not be less than sixteen hours.
- (b) part-time work for a fixed period where such period is determined on the basis for, and is directly related to, the return to employment of a female employee following a period of absence on approved maternity leave.

4.2 A part-time employee is paid at a rate equivalent to the proportion of the actual hours worked per week to the full-time ordinary weekly working hours prescribed for the appropriate classification.

4.3 A part-time employee is entitled to annual leave, long service leave, sick leave and accident pay and all such other entitlements as may be applicable; provided that any accumulated benefits accrue from time to time in the same proportion of the actual hours worked per week to the full-time ordinary weekly working hours prescribed for the appropriate classification, as at the date of such accrual.

4.4 Macquarie Generation will advise the Secretary of the Union or Unions concerned no less than forty-eight hours in advance of its intention to employ an officer or officers in accordance with the provisions of sub-clause 4.1, hereof, and the area and anticipated duration of such employment; provided that, in the case of female employees returning to employment after an absence on maternity leave, who are required to complete a prescribed period of employment to be entitled for payment in respect of such absence, prior notification in terms of this sub-clause will not be necessary.

5. General Purpose Allowance

General Purpose Allowance

5.1 A General Purpose Allowance is paid to employees as set down below:

Pay Period on or After	GPA Rate \$	Work Groups
"A"		Bayswater External 1, External 2 Liddell Coal External 1
1.7.05	88.10	
1.7.06	92.30	
1.7.07	96.70	
"B"		Bayswater Generation1 (Mechanical), Generation1 (Electrical), Generation 2, Cleaning Services Liddell Ash & Dust, L/Mechanical, L/Electrical, N/Shift, Cleaning Services, Tradesman/Day work
1.7.05	74.45	
1.7.06	78.00	
1.7.07	81.70	
"C"		Bayswater A, B, C, D, & E shift, Water Supply, T1 & T2 shift Technicians, Production Support, Coal, Liddell A, B, C, D & E shift, Technicians L & N shift, Plant Owners Coal Ash & Dust
1.7.05	62.00	
1.7.06	64.95	
1.7.07	68.05	
"D"		Bayswater Boilers, Environment & Chemical, Station Services, Mobile Coal, Turbines, Performance, Control System, Electrical Commercial Fuel Supplies Warehouse Bayswater /Liddell & Purchasing Liddell Plant Owner Turbine, Plant Owner Boilers, Chemical, , Production Co-ordination, Plant Owner Coal External, Resources Apprentice Training, Performance
1.7.05	52.40	
1.7.06	54.90	
1.7.07	57.50	
"E"		Bayswater Administration, Business and Finance, Human Resources & Trainees located at Power Stations Commercial Payments Administration, Contracts Administration, Administration (located at Power Stations), Payroll. Liddell Administration Services Information Technology Support Services at Power Stations
1.7.05	38.60	
1.7.06	40.45	
1.7.07	42.40	
"F"		All employees located at Lambton
1.7.05	28.95	
1.7.06	30.35	
1.7.07	31.80	

5.2 There are certain instances in which individual employees will receive a level of allowance which is different from that of the rest of their work group. This is based on their previous earnings of Power Station Allowance and disability allowances under the Macquarie Generation Employees (State) Award 1996 as determined by the allowances sub-committee at the time of the making of this award.

5.3 Employees must continue to be paid the allowance while on long service leave, annual leave, paid sick leave or accident leave. Such periods of leave are regarded as time worked for the purpose of calculating the amount of allowance payable.

The allowance must also be taken into account when calculating penalty rates for overtime except for time worked on a public holiday, during what would have been the employee's ordinary hours if the day were not a public holiday. The allowance is not taken into account when calculating payments for travelling time or for the purpose of calculating penalty additions for ordinary shifts worked on public holidays by shift workers.

- 5.4 Payment of General Purpose Allowance is made instead of all allowances or extra rates for or relating to heat, height, dirty work, wet places, work in confined spaces or other conditions and circumstances, whether of a like nature or otherwise, under which the work now is performed or is likely to be performed in the future. This allowance replaces Power Station Allowance, Other Location Allowance (Lambton) and Special Allowances which were previously contained in Clause 5, Allowances of Macquarie Generation Employee (State) Award 1996.
- 5.5 Where an employee joins another work group, which attracts a different level of allowance, for a period of a week or more then the allowance applicable to that new work group will be paid.
- 5.6 Employees currently in receipt of level "D" allowance will be paid at level "C" if required by local management to hold Certification Level 5(a) and/or Level 6(a) of the Macquarie Generation Safety Rules.
- 5.7 Tradespersons, previously referred to as Power Station Mechanical (Shift) Fitters, who are engaged on maintenance work on a seven day, three shifts per day, shift work roster system must be paid an allowance as follows:

Period	Amount pw.
1.7.05 to 30.6.06	25.05
1.7.06 to 30.6.07	26.25
1.7.07 30.6.08	27.50

6. Hours of Work

Hours of work

- 6.1 The ordinary hours of work for day workers will not exceed 35 hours per week or 70 hours per fortnight where a nine day fortnight is observed.

Ordinary Hours

- 6.2 The ordinary hours of work for shift workers is an average of 35 hours a week over a roster cycle. Shift workers may be required to work more than 35 hours in one or more weeks, but the total number of ordinary hours worked in a roster cycle must not be more than the number of weeks in a roster cycle multiplied by 35 hours.

How are working hours are determined?

- 6.3 The commencing and finishing times for each day are hours determined by local management taking into account the needs of the business unit.

Hours for day workers

- 6.4 Day workers are employees who work their ordinary hours from Monday to Friday inclusive and who are not entitled to a paid meal break during their ordinary working hours.

The span of ordinary working hours for day workers is 7.00am to 5.30pm, Monday to Friday.

Work outside the span of ordinary hours for day workers set down in this sub-clause can occur at ordinary rates by agreement between the employee/s concerned and their team leader or manager.

Flexible or staggered Working hours

- 6.5 Employees working at Lambton Office may elect to work a flexible or staggered hours system in accordance with procedures set down by Macquarie Generation.

Accrual of days off

- 6.6 Employees engaged on a flexible or staggered working hours system or a nine day fortnight may elect to accrue up to a maximum of 5 flexidays, rostered days off or special days off for the purposes of taking time off for any reason including time off to attend to family related matters. The time off will be on a date agreed to by employees and local management.

Time off in lieu of Time Worked

6.7

- (a) Notwithstanding any of the provisions contained in this clause, employees are able to take time off in lieu when they are required to work overtime. Time off in lieu can include normal overtime provisions such as transport and meal allowance. Time in lieu will be done by agreement between teams/employees affected and their team leader or manager.
- (b) Bayswater and Liddell Operator agreements concerning balance time, insofar as they contain provisions otherwise inconsistent with the Award, shall take precedence over such Award provisions, to the extent of the inconsistency.

Other groups may negotiate separate arrangements.

7. Calculation of Service

What counts as service

- 7.1 In calculating service, Macquarie Generation must include:

- (a) periods of annual and long service leave.
- (b) periods of approved leave with pay.
- (c) periods of sick leave with or without pay.
- (d) periods of approved leave without pay not exceeding 20 consecutive working days or shifts.
- (e) periods of approved leave without pay exceeding 20 consecutive working days or shifts which Macquarie Generation has specifically authorised to be counted as service.
- (f) periods of leave for which employees receive workers' compensation payments.
- (g) periods of service as an employee on probation.
- (h) periods which counted under relevant legislation, awards or agreements as service with another employer immediately before the employee joined Macquarie Generation under schedule 3 of the *Energy Services Corporations Act 1995*, as amended. (i) any previous period of service with Macquarie Generation in accordance with (a) to (h) for an employee who had resigned or been discharged and later re-employed.
- (j) any previous period of service with Macquarie Generation in accordance with (a) to (h) of an employee who had been dismissed and later re-employed if that employee's current period of service under (a) to (h) is more than five years.

- 7.2 If payment for long service leave has been received by an employee, any service recognised in accordance with (i) and (j) is counted for qualifying purposes for future calculation only.

8. Classification Advisory Committee

Purpose

- 8.1 The purpose of the Committee is to recommend appropriate salary point(s) for a position(s).

Constitution

- 8.2 The Committee consists of:
- (a) a Chairperson appointed by Macquarie Generation
 - (b) two Macquarie Generation representatives
 - (c) two representatives of employees appointed from time to time by the relevant Union(s) having regard to the classification under review.

Powers

- 8.3 The Committee can:
- (a) consider applications for alterations of salary points on the ground of altered circumstances by:
 - (i) unions on behalf of an employee or groups of employees
 - (ii) Macquarie Generation
 - (b) consider any errors or anomalies in the salary points of:
 - (i) an employee(s)
 - (ii) any position.
 - (c) recommend appropriate salary points for new positions.

Procedures

- 8.4 The Committee proceeds by exchange of views and discussion, not by vote. It is the responsibility of the Chairperson to prepare a report, including a recommendation, to the Chief Executive Officer of Macquarie Generation, setting out the view of the Committee. If there are differing views, the report must include them.

Confidentiality

- 8.5 All proceedings of the Committee are confidential.
- 8.6 This clause will not prejudice or affect any right any person may have under the *Industrial Relations Act 1996*.

9. Terms of Employment

Payment of salaries

- 9.1 If requested by a majority of employees, balancing of ordinary pay for time worked must be arranged as far as possible so that the salary payable to employees each week is adjusted to reduce fluctuations in weekly pay.

- 9.2 The ordinary weekly pay of an employee at Head Office who works flexible working hours or staggered working hours must not vary from week to week as a consequence of accumulating debits or credits of ordinary hours in a given week.
- 9.3 Payments for all entitlements must be made only to the employee entitled to them or to a person authorised by the employee to receive the payments.
- 9.4 Macquarie Generation may deduct from an employee's pay, contributions or payments for approved purposes or for the payment to Macquarie Generation of money due by the employee under hire purchase, tenancy or other agreements only if the employee gives Macquarie Generation written authority.

Overtime & Shift Work

- 9.5 For the purpose of meeting the needs of the industry, Macquarie Generation may require an employee to work:
- (a) reasonable overtime, including Saturdays, Sundays and public holidays
 - (b) day work or shift work, or to transfer from one system of working to another, including transfer from one system of shift work to another.

Except under extreme circumstances, six months notice will be given to employees required to change on a long-term basis from one system of work to another where this will cause a reduction in income, provided that the employees have been working in the first system for a minimum period of twelve months.

Employees may be required to change immediately, on a long-term basis, from one system of work to another. Where this will cause a reduction in income the employees will continue to be paid at their present salary for a period of 6 months provided that the employees have been working in the first system for a minimum period of twelve months.

Unless a reasonable excuse exists, an employee will work or transfer in accordance with these requirements.

Arrangements for staff to meet these working requirements will be made in a consultative manner taking into account the needs of the business.

Termination of service

- 9.6 Employees' service may be terminated by:
- (a) resignation, i.e. voluntarily leaving the service of Macquarie Generation.
 - (b) retirement on account of ill-health, which makes employees unable now and in the future to perform the duties of their appointed grade. A medical practitioner, as agreed to by Macquarie Generation and the Secretary of the Union concerned, must issue a certificate to this effect
 - (c) dismissal in accordance with the *Electricity (Pacific Power) Act, 1950*, as amended
 - (d) mechanisation or technological changes in the industry.

If Macquarie Generation terminates the employment of an employee who has been employed by it for the preceding 12 months, because of mechanisation or technological changes in the industry, it must give the employee:

- (a) three months notice; or

- (b) pay at the ordinary rate for the balance if it gives less than three months' notice. This period of three months counts as service for the calculation of annual leave and long service leave entitlements of the employee.

9.7 Employees who are absent without approval for a continuous period of five working days for reasons other than certified sickness, or extenuating circumstances acceptable to Macquarie Generation as satisfactory, shall be deemed to have resigned.

Period of notice

9.8 Employees must give Macquarie Generation at least one months' notice of their intention to resign, unless their terms of employment provides for a different period.

9.9 In all other cases of termination, except dismissal, Macquarie Generation must give the employee at least one months' notice, unless their terms of employment provides for a different period.

This does not affect the right of Macquarie Generation to dismiss employees without notice in accordance with the provisions of the *Electricity (Pacific Power) Act, 1950* as amended. The salaries of employees who are dismissed, together with their entitlements to payments for annual and long service leave must be paid up to the time of dismissal.

Movement of Staff Between Sites

9.10 Macquarie Generation employees are to demonstrate availability and willingness to temporarily transfer between sites on a needs basis.

A workplace group will be established with representatives from local management and employees to review and resolve issues associated with the movement of staff, if and when issues arise. This workplace group can address associated practicality issues such as personal inconvenience, safety, training and remuneration. Additional remuneration will not be paid for simply transferring between sites.

The maximum period of temporary transfer will be 6 months.

Bayswater and Liddell Operator agreements, in respect of this sub-clause, insofar as they contain provisions otherwise inconsistent with the Award, shall take precedence over such Award provisions, to the extent of the inconsistency.

10. Shift Work

Types of shift

10.1 There are 2 types of shift work:

- (a) Regular - in which an employee works a roster with a 1, 2 or 3 shift system which continues for 3 or more months; and
- (b) Irregular - in which an employee works a roster with a 1, 2 or 3 shift system which continues for less than 3 months.

10.2 Both types of shift work may be worked:

Monday to Friday inclusive; or

Monday to Saturday inclusive; or

Monday to Sunday inclusive.

They may begin and end on any of the days in these periods.

Ordinary hours

- 10.3 The ordinary hours of work for shift workers is an average of 35 hours a week over a roster cycle. Shift workers may be required to work more than 35 hours in one or more weeks, but the total number of ordinary hours worked in a roster cycle must not be more than:

Number of weeks in roster cycle multiplied by 35 hours.

- 10.4 These ordinary hours must be worked during the hours for which the employees are rostered for duty.
- 10.5 Employees who are required to work more than 11 ordinary shifts in 12 consecutive days, must be paid at overtime rates for the 12th and following consecutive shifts. (See Clause 12 for overtime rates.)

Shift Allowance

- 10.6 Shift work may be:

- (a) Early Morning Shift - a shift commencing after 5:00am and before 6:30am.
- (b) Afternoon Shift - a shift finishing after 6:00pm and at or before midnight.
- (c) Night Shift - a shift:
 - (i) finishing between midnight and at or before 8:00am; or
 - (ii) commencing between midnight and at or before 5:00am.

Macquarie Generation will decide the commencing and finishing times of shifts to suit the needs and circumstances of each establishment.

- 10.7 Shift workers, who work on a shift work roster, must be paid the following allowances:

Early Morning	the greater of 10% of single time for the shift and 6.20
Afternoon	the greater of 20% of single time and 22.50
Night	the greater of 20% of single time and 22.50

- 10.8 Shift workers who are engaged on a roster which:

- (a) requires the working of continuous afternoon or night shifts for more than two weeks; and
- (b) works such shifts on other than a public holiday, Saturday or Sunday,

must be paid the following allowances:

Continuous Afternoon Shift	25% of single time
Continuous Night Shift	30% of single time or a reduced number of weekly hours at time and one quarter to give the shift worker the equal of a full week's ordinary pay.

- 10.9 Shift workers rostered on other continuous night shift rosters for two weeks or less must be paid for such shifts the overtime rates in Clause 11 Overtime - Day Work.

- 10.10 Shift workers working continuous night shifts for two weeks or less and work such shifts on a public holiday must be paid in accordance with 10.12.

- 10.11 The allowances are not paid to shift workers for overtime or for any shift for which they are paid overtime penalty rates.

Shift Penalty

Public holidays

- 10.12 Shift workers must be paid for all time worked on a rostered shift on a public holiday the penalty of 150% of single time.

Other than public holidays

- 10.13 Shift workers must be paid the following penalties for all shifts worked on the following days that are not public holidays:

Shift Penalty

- (a) Saturday - all shifts 50% of single time
- (b) Sunday - all shifts 100% of single time

Only one rate to apply

- 10.14 Only the highest penalty rate can apply if more than one penalty could apply to a particular period of work.

Roster Loading

Roster loading

- 10.15 Payment of roster loading is made as compensation for the unevenness of payments under this Award. Payment is also made instead of shift disabilities not covered by payments under this Award including:

- (a) the variety of starting and finishing times
- (b) the need to be readily available for work and to work, as required, during crib breaks and at all other times during the shift
- (c) minor variations to established duties
- (d) the requirement to work as rostered on any day of the week.

Roster loading - rates

- 10.16 The roster loading for ordinary hours actually worked is:
- (a) 4.35% of salary for:
 - (i) employees on 7 day continuous shift work rosters
 - (ii) employees regularly rostered to work ordinary shifts on both Saturdays and Sundays
 - (iii) employees rostered to work continuous afternoon or night shifts
 - (iv) employees working day shift only including a shift on Sundays

- (b) 2.12% of salary for:
 - (i) employees on rotating shift work who are rostered to work ordinary shifts involving afternoon and/or night shifts but who are not regularly rostered to work ordinary shifts on both Saturdays and Sundays
 - (ii) employees working day shift only on Monday to Saturday

Roster loading - different Grade duties

- 10.17 Employees carrying out higher grade duties on shift work must be paid the roster loading for the higher grade classification.

Employees carrying out lower grade duties on shift work, including those on retained rates, must be paid the roster loading for their regular classification or retained rates as the case may be.

Roster loading - excluded employees

- 10.18 Roster loading is not payable to employees who are engaged on irregular shift work, i.e. in respect of a roster which does not continue for more than one month and which attracts overtime penalty rates.

Roster loading - during training

- 10.19 Shift workers required to transfer from one shift to another to undergo training must be paid the roster loading appropriate to:

- (a) the shift roster worked immediately before the training if the period of training is less than 5 consecutive working days; or
- (b) the new shift roster if the period of training continues for 5 or more consecutive working days.

- 10.20 Day workers required to transfer to a shift roster to undergo training must be paid the roster loading appropriate to the shift roster if the period of training continues for at least 5 consecutive working days.

General

Payment while at training school

- 10.21 Shift workers must be paid the roster loading, shift allowance & penalty rates for public holidays, Saturday and Sunday shifts, which they would have received for their appointed duties if they are:

- (a) training for appointment to a position in their existing or higher grade; or
- (b) attending refresher training courses; or
- (c) attending general training courses and/or station training courses to qualify to carry out higher grade duties.

Payments must not include any overtime or higher grade which might have otherwise been worked.

Public holidays

- 10.22 Shift workers who, on a public holiday:
- (a) work an ordinary rostered shift; or
 - (b) are rostered off duty (except when on annual or long service leave)
- are entitled to have a day added to their annual leave entitlement for each public holiday prescribed in Clause 20 of the Award. If higher grade pay is involved, the provisions of 15.8 apply.

Not required to work on a public holiday

- 10.23 Shift workers when, according to their controlling officer, are not required for work on a public holiday for a shift for which they are normally rostered must observe the holiday. However, they must be told at least 96 hours before the shift begins that they are not required. They must be paid for all ordinary time not worked in respect of the public holiday at the rate of single time.

Shift worker on a five day shift - public holiday

- 10.24 Shift workers, who are on a five day shift system, Monday to Friday, must be paid for public holidays observed on Monday to Friday.

Mutual stand-down

- 10.25 Shift workers who:
- (a) are rostered for duty on a shift falling on a Saturday or Sunday; and
 - (b) according to the controlling officer are not required for duty on such day(s)
- may, by mutual arrangement with the person responsible for the work team, not attend for duty on such day(s).
- They must be paid for all ordinary time not worked at the rate of single time.

Shift work day

- 10.26 If a shift starts on one day and finishes on the next, the day in which the most hours are worked is taken to be the shift work day.

Time of transfer from a shift

- 10.27 When employees are transferring from one system of work to another (including a transfer from one system of shift work to another system of shift work), they are:
- (a) entitled to all the conditions of the current system of working until they actually begin working in the new system; and
 - (b) considered to have been transferred only from the time they begin to work in the new system.

Ten hour break

- 10.28 Shift workers are entitled to at least a 10 hour break between finishing shift work and commencing day work.

Day workers relieving on Regular shift work

- 10.29 Day workers who are required to relieve temporarily on regular shift work must be paid:
- (a) at the rate of time and one half when the ordinary commencing time of the first relief shift is less than eight hours after the employees' actual finishing time under day work conditions
 - (b) at a rate of time and three quarters when:
 - (i) the shift is on a Saturday; and
 - (ii) when the employees have not had an eight hour break after actual finishing time under day work provisions.

If eight hours or more elapse the first and all subsequent shifts shall come under ordinary shift work conditions and the employees shall be considered to be employed on regular shift work.

However, employees must be paid at the rate of time and one quarter for any such shifts where 48 hours notice prior to commencement is not given.

Day workers on irregular Shift work

- 10.30 Day workers required to work relieving temporarily or irregular shift work, must be paid for the ordinary hours worked on that roster:
- (a) overtime rates for day workers if the shift work lasts for 2 weeks or less; or
 - (b) if it lasts for more than 2 weeks and less than 4, overtime rates for ordinary hours worked in shifts for the first 2 weeks, and time and one half for ordinary hours worked in shifts for the next 2 weeks.

Change of roster or shift

- 10.31 Shift workers who are changed from one shift roster to another or from one shift to another, must be paid:
- (a) at least time and one quarter for any shift which they begin within 48 hours from the end of the shift in which they were given notice of the change of roster or shift;
 - (b) overtime rates for the shift which they work without a break following the shift in which they were given notice of the change.

Notice after absence from duty

- 10.32 Shift workers must advise the person responsible for their work at least 8 hours beforehand when they intend to report for duty after being absent from duty.

The person responsible for their work team may send them home if they do not do so.

They are not entitled to any payment for the shift.

Handover

Handover

- 10.33 Shift workers required to handover at the end of a shift must stay at their work station until:
- (a) the appropriate relieving member of the oncoming shift has arrived at the work station; and
 - (b) the shift worker has informed the relieving member of the current status of running plant and/or maintenance so that the relieving member can start work immediately.
- 10.34 If handover is part of a shift worker's normal requirements on a shift, those shift workers are entitled to time off at the equivalent rate of 13.33 minutes for each shift. When shift workers transfer from one roster to another, this time off must be taken in accordance with the roster system to which they are transferring. They are entitled to this time off even when they are absent from work on paid leave.
- 10.35 Handover time is to be added together during a roster cycle until it amounts to the time of a full shift. It may then be rostered to be taken off at ordinary time. Any periods in a roster cycle less than a full shift are to be carried forward to the next cycle. Employees with periods of handover time less than a full shift may be rostered off if approved by local management.
- 10.36 Any time off as a result of handover time is considered as a non-working day. Shift workers who are required to work on such a day, must be paid overtime in addition to payment for the handover shift.
- 10.37 If handover is not a normal feature of a roster, shift workers may be paid overtime if they are required to handover on a specific occasion.
- 10.38 If a roster contains shifts where handover is not a requirement, the calculation of time off will:
- (a) not be related to such shifts; and
 - (b) only relate to those shifts in the roster where handover is required.
- 10.39 Overtime shifts are not included in calculating handover time.

Annualised Salary

- 10.40 Agreements on Annualised Salary, insofar as they contain provisions otherwise inconsistent with the Award, shall take precedence over such provisions, to the extent of such inconsistency.
- The relevant Annualised Salary loading replaces Roster Loading, Weekend Penalties, Public Holidays and Shift Allowance, where applicable.
- The annualised salary rate is paid for:
- time worked
 - annual leave
 - "H" day, where applicable
 - approved study leave

training

secondments

community leave

personal leave

Work groups will be able to negotiate the extension of Annualised Salary to Long Service Leave, Sick Leave and Workers' Compensation.

11. Overtime - Day Work

What is overtime?

11.1 Overtime is all time worked on:

- (a) Mondays to Fridays before ordinary commencing times
- (b) Mondays to Fridays after ordinary finishing time
- (c) Saturdays
- (d) Sundays
- (e) Public Holidays.

How is it calculated?

11.2 In calculating how much overtime a day worker works, each working day is treated separately. Periods worked before the ordinary commencing time and after the ordinary finishing time on a particular day are added together to give the worker's total overtime for that day. When a new day starts, the calculations begin again, except that overtime which begins on one day is counted for that day, even if it continues into the next day.

What are the rates of pay?

11.3 Day workers must be paid the following rates for overtime:

	Day	Period	Rate
(a)	Monday to Friday	First two hours	1.5
		After to hours	2.0
(b)	Saturday (not a public holiday)	Before midday	1.5
		- first two hours	
		- after two hours	2.0
		After midday all hours worked	2.0
(c)	Sunday (not a public holiday)		2.0
(d)	Public Holiday Pay	In ordinary working hours	2.0+ ordinary
		Outside ordinary working hours	2.0

Minimum payment for non merging overtime

11.4 An employee must be paid a minimum of 4 hours at the appropriate overtime rate if the period of overtime the employee is required to work is not connected to the ordinary working time.

- 11.5 Non-merging overtime of less than four hours duration is not treated as overtime for the purposes of a 10 hours break.

Cancellation

- 11.6 If Macquarie Generation cancels a period of prearranged overtime for any reason at short notice, it must pay the employee if notified:
- (a) at home within one hour of the time the employee was to leave home - one hour at single time
 - (b) between the employee's home and the place of work - 3 hours at single time
 - (c) at the place of work - 3 hours at the appropriate overtime rate.

However an employee who has reported at the place of work may be required to carry out alternative work for a minimum of 3 hours. Employees who refuse to do this work are not entitled to any overtime payment but they will be paid excess travel and fares, where applicable.

Travel associated with Merging overtime

- 11.7 Employees, who work overtime which merges with normal or rostered working hours, must have their travel to and/or from their homes arranged by Macquarie Generation, if reasonable means of public transport are not available. Additional time and/or costs incurred will be paid in accordance with 21 - Travelling Time and Fares.

Travel associated with non-merging overtime

- 11.8 Employees, who work overtime which does not merge with normal or rostered working hours, must be paid for all reasonable time travelled, except when they receive a minimum payment in accordance with 11.4. Employees shall receive the amount by which the sum of the actual time worked, at the appropriate rate, plus the entitlement to travelling time, in accordance with 21 - Travelling Time and Fares, exceeds the minimum payment.

Macquarie Generation must reimburse employees for any fares incurred.

Telephone allowance

- 11.9 Day workers who do not receive a stand-by allowance or a subsidised telephone and who are called out by telephone to work overtime must be paid an allowance of 8.15 (between 1.7.05 and 30.6.06); 8.55 (between 1.7.06 and 30.6.07); 8.95 (between 1.7.07 and 30.6.08) for each occasion they work overtime.

Time off after overtime 10 hour break

- 11.10 Whenever reasonably practicable, Macquarie Generation must arrange overtime so that employees have at least 10 hours off duty between completing their ordinary work on one day and beginning it on the next.
- 11.11 If employees resume or continue work without a 10 hour break, Macquarie Generation must pay them double time until released from duty. They may then be absent until they have had a 10 hour break.
- 11.12 Employees must be paid at ordinary rates for any working time which occurs during this 10 hour break.
- 11.13 The conditions in 11.10 and 11.11 do not apply to overtime for which a minimum payment is applicable.

- 11.14 If employees:
- (a) have had a 10 hour break; and
 - (b) are recalled to work overtime whether notified before or after leaving their place of work; and
 - (c) commence that overtime starting at least 8 hours after their ordinary finishing time on day 1 and before 5:00am on day 2; and
 - (d) would normally be required to work on day 2,
- then the employees may defer their ordinary commencing time on day 2 for a period equal to the time worked between the commencement of the overtime and 5.00 am.
- 11.15 If employees are required to continue to work during part of the period they would normally stand down, Macquarie Generation must pay these employees for the period of stand down not taken at overtime rates.

Standing-by for overtime

- 11.16 Employees required to hold themselves in readiness to work overtime after their ordinary finishing time must be paid for that time at ordinary rates for the period between the ordinary finishing time and the commencement of the overtime.

Employees above salary point 35

- 11.17 Employees above salary point 35 must not be paid overtime without the Chief Executive Officer's approval.

12. Overtime - Shift Work

What is overtime?

- 12.1 Overtime is all time worked by shift workers before commencing time or after finishing time of rostered shifts.

How is it calculated?

- 12.2 In calculating how much overtime a shift worker works, each working day is treated separately. Periods worked before the ordinary commencing time and after the ordinary finishing time on a particular day are added together to give the worker's total overtime for that day. When a new day starts, the calculations begin again, except that overtime which begins on one day is counted for that day, even if it continues into the next day.

What are the rates of pay?

- 12.3 Shift workers must be paid the following rates for overtime:

	Day	Period	Rate
(a)	Monday to Friday	First two hours	1.5
		After to hours	2.0
(b)	Saturday (not a public holiday)	Before midday	
		- first two hours	1.5
		- after two hours	2.0
		After midday all hours worked	2.0

(c)	Sunday (not a public holiday)		2.0
(d)	Public Holiday	All hours worked	2.5

Time worked - during - Rostered break

12.4 All time worked during a shift worker's rostered break is paid at the rate of double time.

(A shift worker's rostered break is a period of at least one day's duration, when the shift worker is not required to work an ordinary shift).

Time worked - on non working days

12.5 Employees who:

- (a) work on a Saturday or Sunday while rostered on a five day, Monday to Friday, shift system; or
 - (b) work on a Sunday while rostered on a six day, Monday to Saturday, shift system;
- shall be paid at ordinary overtime rates for the day(s) concerned.

Minimum payment for non merging overtime

12.6 An employee must be paid a minimum of 4 hours at the appropriate overtime rate if the period of overtime the employee is required to work is not connected to the ordinary working time.

12.7 Non-merging overtime of less than four hours duration is not treated as overtime for the purposes of a 10 hour break.

Irregular shift work - Merging overtime

12.8 Employees who:

- (a) are required to work irregular shift work; and
 - (b) are being paid double time for the ordinary time they work in accordance with 10.30; and
 - (c) work overtime which merges with the finishing time of the shift they are working;
- must be paid at the rate of double time for that overtime.

Time off after overtime- 10 hour break

12.9 Whenever reasonably practicable, Macquarie Generation must arrange overtime so that employees have at least 10 hours off duty:

- (a) between completing their ordinary work on one shift and commencing the next shift; or
- (b) if working away from their headquarters and incurring excess travelling time.

12.10 If employees resume or continue work without a 10 hour break, Macquarie Generation must pay them double time until released from duty. They may then be absent until they have had a 10 hour break.

12.11 Employees must be paid at ordinary rates for any working time which occurs during this 10 hour break.

12.12 If employees are required to continue to work during part of the period they would normally stand down Macquarie Generation must pay these employees for the period of stand down not taken at overtime rates.

- 12.13 Employees who have returned home after working overtime during a rostered break are entitled to the ten hour break provision in respect of the period before commencement of the next ordinary shift.

Time off between shifts

- 12.14 The rest period off duty must not be less than 8 consecutive hours for the purpose of changing shift or shift rosters or where a shift is worked by arrangement between employees themselves.

Shift workers called out- not on standby

- 12.15 Shift workers must be paid double time for any overtime worked if they:
- (a) have completed their ordinary shift and returned home; and
 - (b) are notified after leaving their place of work that they are required to work overtime; and
 - (c) start the overtime 2 hours or more before the starting time of their next ordinary shift; and
 - (d) continue to work up to the starting time of that shift.

If the overtime finishes before the next ordinary shift starts, the shift workers are to be paid double time for the overtime worked, with a minimum payment equal to 4 hours at the appropriate overtime rate.

If the overtime commences less than two hours before the commencing time of the next rostered shift, such overtime will be paid at the appropriate overtime rate, provided that the overtime worked merges with the commencing time of the next rostered shift.

If the overtime finishes before the next ordinary shift starts the shift workers are to be paid at the appropriate overtime rate for the time worked, with a minimum payment equal to four hours at the appropriate overtime rate.

Notified of overtime - Before leaving work

- 12.16 Shift workers must be paid at the appropriate overtime rate for any overtime worked if they:
- (a) are notified before leaving their place of work; and
 - (b) commence a period of overtime which does not merge with their current ordinary shift; and
 - (c) continue to work up to the starting time of their next ordinary shift.

If the overtime finishes before the next ordinary shift starts, shift workers are to be paid at the appropriate overtime rate for the time worked with a minimum payment equal to four hours at the appropriate overtime rate.

Telephone allowance

- 12.17 Shift workers who do not receive a standby allowance or a subsidised telephone and who are called out by telephone to work overtime must be paid an allowance of 8.15 (between 1.7.05 and 30.6.06); 8.55 (between 1.7.06 and 30.6.07); 8.95 (between 1.7.07 and 30.6.08) for each occasion they work overtime.

Twelve hour maximum

- 12.18 If shift workers have to work overtime for 4 or more days due to a temporary shortage of trained staff, Macquarie Generation may arrange the overtime so that each normal shift plus the overtime does not exceed a total of 12 hours.

When overtime is not paid

- 12.19 Shift workers are not entitled to be paid overtime rates if the cause of the work arises from:
- (a) the customary rotation of shifts; or
 - (b) arrangements between or at the request of the shift workers themselves.

13. Meal Allowances on Overtime

When are meal allowances paid?

- 13.1 Employees must be paid allowances for meals as follows:

- (a) Day workers

Time	Amount of Continuous Overtime	1.7.05 to 30.6.06 \$	1.7.06 to 30.6.07 \$	1.7.07 to 30.6.08 \$
Monday to Friday	1 hour 30 minutes	9.95	10.40	10.90
	5 hours	19.90	20.80	21.80
	9 hours	29.85	31.20	32.70
Non Working Days	4 hours or more (during hours usually worked Monday to Friday)	9.95	10.40	10.90
	1 hour 30 min before or after ordinary hrs	9.95	10.40	10.90
	5 hours before or after ordinary hours	19.90	20.80	21.80
	9 hours before or after ordinary hrs	29.85	31.20	32.70

- (b) Shift workers

Type of Overtime	Amount of Continuous Overtime	1.7.05 to 30.6.06 \$	1.7.06 to 20.6.07 \$	1.7.07 to 30.06.08 \$
Additional to rostered shift	1 hour 30 minutes	9.95	10.40	10.90
	5 hours	19.90	20.80	21.80
	9 hours	29.85	31.20	32.70
Worked on Rostered Day Off	4 or more hours (during hours worked on last rostered shift)	9.95	10.40	10.90
	1 hour 30 minutes before or after ordinary hours	9.95	10.40	10.90
	5 hours before or after ordinary hours	19.90	20.80	21.80
	9 hours before or after ordinary hrs	29.85	31.20	32.70

- (c) an employee is not entitled to more than three meal allowances for any one period of continuous overtime

- (d) employees must be paid a meal allowance of 9.95 (between 1.7.05 and 30.6.06); 10.40 (between 1.7.06 and 30.6.07); 10.90 (between 1.7.07 and 30.6.08) if they have prepared a meal in readiness for working overtime which was cancelled at short notice.

Employees above salary point 35

- 13.2 Employees who are above salary point 35 and who are not engaged on shift work are also entitled to meal allowances under the same conditions as apply to day workers.

14. Meal Breaks - Day Work

- 14.1 Employees are entitled to normal meal breaks on ordinary working days unless there is an emergency.
- 14.2 Employees may take meal breaks as they fall due or at some other time by arrangement with the supervisor. However, employees must not go without a meal break for more than 5 hours unless there is an emergency.

Disrupted meal breaks

- 14.3 Employees who are unable to take all or part of their normal meal break must be paid:
 - (a) overtime for the untaken part of the meal break; and
 - (b) overtime rates until such time the meal break is taken.

Overtime - Monday to Friday

- 14.4 Employees who are required to work overtime for a continuous period either before their ordinary commencing time or after their ordinary finishing time are allowed:
 - (a) after 1 hour 30 minutes - a meal break of 20 minutes
 - (b) after 4 hours - a second meal break of 20 minutes, but only if the employees continue the overtime for at least another hour
 - (c) after 8 hours - a third meal break of 20 minutes, but only if the employees continue the overtime for at least another hour.
- 14.5 The meal break must be paid at the appropriate overtime rate.
- 14.6 Employees may take the first meal break:
 - (a) during ordinary working hours without loss of pay if the entitlement coincides with the ordinary commencing time; or
 - (b) at the commencement of the overtime or later by arrangement with the supervisor, if the period of continuous overtime begins after the ordinary finishing time.

Overtime - Saturday Sunday or public holiday

- 14.7 Employees who are required to work for a period of continuous overtime on a Saturday, Sunday or public holiday are entitled to:
 - (a) a meal break of 20 minutes with pay only if they are working during what would be their ordinary working hours and the overtime is for more than 4 continuous hours; and/or
 - (b) meal breaks with pay as set out in 14.4.

Overtime - meal breaks count

- 14.8 Meal breaks with pay allowed in connection with overtime are considered to be overtime. They do not break continuity and must be included in computing the amount of overtime worked by employees.

Overtime - extension of Meal break

- 14.9 Employees may extend meal breaks during overtime up to one hour if the supervisor agrees. The time in excess of 20 minutes is not paid.

15. Higher Grade Work and Pay

Obligation to work in a higher grade

- 15.1 Employees must carry out work at a higher grade as directed and must be paid in accordance with the provisions of this clause.

Employees will not be compelled to work in a higher grade, should they object to such work, if it is not reasonable or practicable for them to do so.

Payment for higher grade work

- 15.2 Employees must be paid higher grade pay if they are directed to carry out higher graded work for one hour or more in any one day or shift.

These employees must receive the salary specified of an employee performing the particular class of work.

Employees who work at a higher grade for more than a half-day or shift must be paid at the higher rate for all ordinary time worked during the day or shift.

Aggregation

- 15.3 Any time spent in another position equal to or higher than the grade of the position in which employees are acting must be counted as having been spent in the position under consideration in calculating whether the employees are entitled to higher grade pay for the purposes of this Clause.

Payment for Leave, Sick Leave etc

- 15.4 Employees must be paid higher grade pay during annual leave, paid sick leave, or periods of absence on accident pay if they have been paid the higher grade pay:

- (a) for a continuous period of three calendar months immediately before the leave; or
- (b) for broken periods which total more than six months, during the 12 calendar months immediately before the leave is taken.

- 15.5 No payments will be made under this clause to employees on long service leave or for payments for long service leave or retiring allowance.

- 15.6 Absences on special leave, sick leave, or accident pay, or the carrying out of lower graded work, that total not more than 5 working days or shifts during the three months continuous period in 15.4(a) are not considered to break the continuity of the higher grade work.

- 15.7 If employees qualify for higher grade pay for periods in accordance with 15.4, those periods must be taken as having been spent on higher grade duties in calculating the rate applicable for continued higher grade duty or for absences on annual leave, sick leave or accident pay.

Public Holidays

- 15.8 Employees must be paid the higher grade rate for any public holiday which occurs during a period of work for which the employees are receiving higher grade pay.
- 15.9 Employees must be paid higher grade pay for a public holiday if they receive that pay for any part of the days preceding and following the public holiday.

Overtime

- 15.10 Employees who are being paid a higher grade rate must be paid for overtime at that rate if:
- (a) they have to work outside their ordinary hours in their appointed grade, or in their acting position, or in a grade between their appointed grade and their acting grade; and
 - (b) they have been carrying out the higher grade duties continuously for a period of one or more working days or shifts immediately before the overtime.
- 15.11 Employees are paid for overtime in their appointed grade at their appointed rate of pay if the overtime:
- (a) is performed between payment of the higher grade pay ceasing and payment at the appointed grade beginning; and
 - (b) is not continuous with work for which higher grade pay is paid.

Lower graded work

- 15.12 Employees must:
- (a) carry out lower graded work that is temporarily required as directed; and
 - (b) be paid not less than their current salary point.

Training in higher grade

- 15.13 Employees undertaking training for the purpose of gaining experience in a higher graded position must not be paid at the higher grade rate where:
- (a) the appointed occupant of the position remains on duty and retains the responsibilities of the position; and;
 - (b) the periods of training do not exceed a continuous period of three months.

Filling Vacant Positions

- 15.14 Where a vacant position is acted into for a period of six months it is the intention to either fill that position permanently or the position is to be deleted.

16. Clothing and Tools

Basis of issue

- 16.1 Macquarie Generation must issue clothing, personal protective equipment or other articles if considered necessary.

16.2 Macquarie Generation may issue tools at its discretion.

Responsibility of employee

16.3 Employees are responsible for:

- (a) the proper care of any clothing or other article issued; and
- (b) the laundering of clothing issued to them, unless they are:
 - (i) engaged in or exposed to the spraying of lead and/or silica paint
 - (ii) handling or exposed to PCB's, asbestos or synthetic fibres or have their clothing substantially soiled by transformer oil
 - (iii) exempted by Macquarie Generation.

Use

16.4 The employee must wear any clothing, or use any tools or articles issued:

- (a) only in the course of duty; and
- (b) for the purposes for which they are issued.

Replacement

16.5 Macquarie Generation must replace clothing and tools when they are:

- (a) faulty and have been returned; or
- (b) lost and their loss is accounted for satisfactorily; or
- (c) damaged by acid or other substances through no fault or negligence of the employee and become unwearable.

16.6 An employee must replace or pay for any item of clothing or tools lost or damaged through misuse or negligence. Macquarie Generation's decision in the matter is final.

17. Annual Leave

Amount of leave

17.1 Employees are entitled to the following amounts of annual leave after each 12 months' service:

- (a) Day workers - 140 hours
- (b) Shift workers on 7 day rotating roster - 140 hours plus:
 - (i) 35 hours after 12 months on the roster; or
 - (ii) a proportionate amount of 35 hours for periods less than 12 months on the roster
- (c) Shift workers on other than 7 day rotating roster - 140 hours.

140 hours is the equivalent of four weeks annual leave and is not intended to reduce the entitlement to leave under the *Annual Holidays Act, 1944*, as amended.

Public holidays falling within a period of leave

17.2 Annual leave does not include public holidays.

Rate of pay

17.3 Annual leave is paid as follows:

- (a) Day worker - full pay.
- (b) Shift worker
 - (i) ordinary rate of pay plus the employee's ordinary shift work penalty payments, had the employee not been on annual leave; or
 - (ii) ordinary rate of pay if the roster loading under 10 - Shift Work is more than the ordinary shift work penalty payments.

When can leave be taken?

17.4 By mutual agreement, an employee may take Annual leave in 1, 2 or 3 separate periods:

- (a) on or after its due date or as rostered; or
- (b) before its due date if approved:
 - (i) where a rotating annual leave roster operates; or
 - (ii) where there are special circumstances.

17.5 If an employee or Macquarie Generation terminates his or her services for any reason, any amount paid for annual leave which the employee has taken before its due date is an overpayment. Macquarie Generation may subtract the amount of overpayment from any money payable to the employee on his or her termination without affecting its rights to recover the overpayment through court proceedings.

Notice of leave

17.6 Employees must give notice that they intend to take annual leave as soon as practicable and at least one month before the leave begins. However, if Macquarie Generation agrees that extenuating circumstances exist, annual leave may be approved at shorter notice.

Leave on terminating service

17.7 If the service of an employee is terminated for any reason Macquarie Generation must pay the employee or the employee's personal legal representative:

- (a) accrued annual leave for completed years of service; and
- (b) 8.3% of the weekly rate of pay at the employee's appointed grade on termination for each completed or part week of service, for the current leave accrual year.

Annual Leave Special Payment

17.8 Annual leave special payment has been incorporated into base rates of pay as set out in clause 3.4. This originally occurred at the time of the making of the Pacific Power Employees Enterprise Agreement, 1994

18. Long Service Leave

What service counts?

18.1 In calculating how much long service leave an employee is entitled to, Macquarie Generation must include:

- (a) actual service with Macquarie Generation
- (b) periods of service with another employer where an agreement has been reached between Macquarie Generation and that employer
- (c) periods specified for certain employees under the *Transferred Officers Extended Leave Act 1961*, as amended
- (d) periods of service under clause 7, Calculation of Service, of this Award

Employees, who have taken or been paid for long service leave accrued in their previous period(s) of service and who are re-employed, will have those previous period(s) of service counted for qualifying purposes only for future entitlements.

At what rate does leave accrue?

18.2 Long service leave accrues as follows:

Length of Service	Amount of Leave
10 years	13 weeks
15 years	19.5 weeks
20 years	30.3333 weeks
each year after 20 years	2.1666 weeks.

It is not intended to reduce the entitlement to leave under the *Long Service Leave Act 1955*.

Transferred employees with periods of service listed in 18.1 (b) and 7.1(h) must get an amount of long service leave at least equal to that to which they would have been entitled if they had not transferred. Any part of their entitlement which they have received from their previous employer is deducted from the total amount due from Macquarie Generation.

18.3 The entitlement for length of service in between any of the periods listed in 18.2 is worked out on a proportional basis.

How is leave paid?

18.4 Long service leave is paid at the employee's appointed rate of pay at the time the leave is taken. Upon termination of employment with Macquarie Generation, payment of the value of the long service leave is based on completed weeks of service.

When can leave be taken?

18.5 Employees may clear long service leave as it becomes due. However, if the time of taking the leave would seriously inconvenience Macquarie Generation, then it must be postponed to a time on which both the employee and Macquarie Generation can agree.

18.6 An employee may take long service leave:

- (a) on full pay:
 - (i) in periods of four weeks or more; or

- (ii) with the agreement of Macquarie Generation in periods of not less than two weeks; or
- (b) on half pay only at a time suitable to Macquarie Generation and at its discretion. If half pay is chosen then the employee is entitled to a period of absence twice the amount of entitlement.

18.7 Employees must give Macquarie Generation at least one month's notice before the date they intend to take long service leave.

Public holidays falling during leave

18.8 Long service leave does not include public holidays.

On leaving between 5 and 10 years

18.9 If an employee has completed at least 5 years service then the employee is entitled to a proportional amount of long service leave equal to 1.3 weeks for each year of total service if:

- (a) Macquarie Generation terminates the service of the employee for any reason; or
- (b) the employee ceases work because of illness, incapacity, or domestic or other pressing necessity; or
- (c) the employee dies.

Macquarie Generation must pay the employee (or the legal representative in the case of death) a cash amount equivalent to the leave.

After 10 years

- 18.10 If an employee has completed on the termination of employment at least 10 years' service which entitles the employee to long service leave, then Macquarie Generation must pay the employee (or the legal representative in the case of death) a cash amount equivalent to any untaken leave.

19. Sick Leave and Accident Pay

When may employees be granted sick leave?

19.1 Employees may be granted sick leave, either with or without pay, when they are absent from work because:

- (a) they are personally ill or injured; or
- (b) they visit a medical practitioner for advice and/or treatment for actual or suspected personal illness or injury and they comply with the regulations in 19.16 to 19.23

When will sick leave not be granted

19.2 Employees will not be granted sick leave when:

- (a) they have workers compensation approved; or
- (b) subject to section 26(1) of the *Industrial Relations Act, 1996*, the personal illness or injury was caused or substantially brought about by:
 - (i) the employees' wilful act, misconduct or negligence; or
 - (ii) participation in a game involving risk of injury unless Macquarie Generation accepts that the participation is beneficial for the health and efficiency of the employee; or

- (iii) participation in other employment.

Amount of sick leave

19.3

- (a) The amount of sick leave with pay which may be granted will be ascertained by crediting each employee with the following periods:

	Leave on full pay working days	Leave on half pay working days
Upon completion of three months' service	12	12
Upon completion of twelve months' service	12	12
Upon completion of each additional 12 months' service	12	12

These periods are cumulative. In crediting the above amounts after the completion of each year of service, the minimum requirements of section 26 of the *Industrial Relations Act, 1996* will be taken into account.

- (b) All employees transferred to Macquarie Generation under the provisions of the *Electricity (Pacific Power) Act 1950*, as amended, retain their sick leave credits they had at the date of transfer.

Calculation of entitlements

- 19.4 When calculating the amount of sick leave with pay for which employees are eligible, sick leave which has been granted at full and half pay respectively will be deducted from the entitlements in 19.3.

Calculation of an employees' Entitlement

- 19.5 For each employee, the number of days for which paid sick leave has already been granted is calculated by the formula:

Total hours paid sick leave taken X 5, divided by the employee's ordinary weekly working hours.

Maximum period of leave

- 19.6 The maximum period of continuous paid sick leave is ordinarily 52 weeks.

- 19.7 Macquarie Generation may approve additional sick leave with pay if:

- (a) the employee still has sick leave with pay outstanding after 52 weeks; or
- (b) if all sick leave with pay has been exhausted but Macquarie Generation considers exceptional circumstances exist, such as the employees' length of service.

Leave to count as service

- 19.8 Any period of sick leave, with or without pay, or leave on accident pay that Macquarie Generation approves, counts as service.

Retirement - ill-health

- 19.9 Macquarie Generation may retire employees on account of ill-health, which makes employees unable now and in the future to perform the duties of their appointed grade. A medical practitioner agreed to by Macquarie Generation and the Secretary of the Union concerned, must issue a certificate to this effect.

Sickness during long service. - Leave & annual leave

- 19.10 If employees are personally ill or injured during annual or long service leave and produced appropriate medical evidence that they were unable to derive benefit from the leave, they must be granted, if they so elect, to have the period of illness or injury approved as sick leave:
- (a) for periods of one working day or more in the case of annual leave; or
 - (b) for a period of at least 5 consecutive working days in the case of long service leave.

Public holidays during sick leave

- 19.11 A public holiday will not be counted as sick leave for employees if:
- (a) it occurs during a period of absence on approved sick leave; and
 - (b) they would not have been required to work on that day.
- 19.12 Shift workers may elect to be paid at single time in substitution for sick leave if they:
- (a) do not work a shift for which they are rostered on a public holiday because of personal illness or injury; and
 - (b) comply with the provisions relating to the granting of sick leave; and
 - (c) notify Macquarie Generation of the impending absence before the shift begins; and
 - (d) submit an acceptable medical certificate in accordance with 19.18 to 19.21.

Shift workers who make this election will not have deductions made from their sick leave entitlements.

Infectious diseases

- 19.13 Employees may elect to have a period of absence from work because of contact with a person suffering from an infectious disease or restrictions imposed by law concerning the disease, either:
- (a) treated as sick leave; or
 - (b) deducted from their annual leave.

Accident Pay

- 19.14 Accident pay is an amount that would bring the workers' compensation up to the employee's substantive salary for the weekly period in which it is paid.
- 19.15 Employees may be granted accident pay for a maximum period of 52 weeks if they:
- (a) have workers' compensation approved; and
 - (b) comply with 19.16 to 19.22

However, where special circumstances exist, Macquarie Generation may discontinue accident pay at any time after receipt of such payment for a period of twenty-six weeks.

Regulations

How to apply

- 19.16 Employees must claim sick leave or accident pay on the appropriate forms.

Medical examination

- 19.17 If required by Macquarie Generation, employees must be examined by a medical practitioner nominated by Macquarie Generation as soon as they are physically able.

Absences of more than 3 days

- 19.18 Employees must submit a certificate from a medical practitioner to cover all periods of absence for which the employees claim:

- (a) sick leave (with or without pay) exceeding three working days which are consecutive days; or
- (b) accident pay.

- 19.19 The medical certificate must contain:

the name of the employee

the period the employee is likely to be unfit for work

the date of which the employee will be able to report to a medical practitioner nominated by Macquarie Generation, if required

the date the employee first consulted a medical practitioner

the medical practitioner's qualifications, name, address and signature

the date of issue of the certificate.

- 19.20 If the certificate does not include the nature or cause of the illness or injury, Macquarie Generation may refer the employee to a nominated medical practitioner for examination.

- 19.21 Employees, who have applied to a medical practitioner for a medical certificate and are unable to obtain such certificate, must submit a statutory declaration containing:

the name and address of the medical practitioner

the date of the consultation and

the reasons for not obtaining a certificate.

- 19.22 Sick leave or accident pay is paid to those employees only from the date on which they first consulted a medical practitioner and obtained a medical certificate. They may also be paid for a period before the consultation if the period does not exceed:

- (a) three working days which are consecutive; and
- (b) two non-working days; and
- (c) any public holiday; and
- (d) any special day off related to the working of a nine day fortnight.

Absences of 3 days or less

- 19.23 Employees must be able to prove to the satisfaction of their controlling officers that they were unable to attend for duty when claiming sick leave for three consecutive working days or less.

Conversion of half pay

- 19.24 If employees have any credits of sick leave on half pay, they may elect to draw on those credits for a period of sick leave supported by a medical certificate to enable them to be paid at full pay.

- 19.25 If Macquarie Generation disputes a medical certificate, a referee may be appointed who is a medical practitioner agreed on by the employee and Macquarie Generation. Any medical certificate issued by that referee must be accepted by the employee and Macquarie Generation as conclusive.

Macquarie Generation must pay the fee if the referee decides in favour of the employee. The employee must pay the fee if the decision is against them.

Macquarie Generation must allow the employee to have leave with pay for any medical examination by the referee.

- 19.26 Each employee who is admitted to hospital must obtain a medical certificate stating:

- (a) the date of admission
- (b) the nature of the incapacity for work
- (c) the anticipated period of absence.

Employees must obtain a medical certificate for each 4 weeks they are in hospital.

20. Public Holidays and Picnic Day

Public holidays

20.1 The following days are observed as public holidays:

- (a) New Year's Day
- (b) Australia Day
- (c) Good Friday
- (d) Easter Saturday
- (e) Easter Monday
- (f) Anzac Day
- (g) Queen's Birthday
- (h) Labour Day
- (i) Christmas Day
- (j) Boxing Day

- (k) Picnic Day
- (l) other proclaimed holidays observed throughout New South Wales.

What is a day worker entitled to?

20.2 A day worker is entitled to public holidays without loss of ordinary pay if the employee is not absent without approval on the working day before and after the public holiday.

What is a shift worker entitled to?

20.3 A shift worker is:

- (a) paid for public holidays in accordance with clause 10 - Shift Work; and
- (b) not entitled to be paid if absent without approval when the shift worker's normally rostered shift falls on a public holiday.

Are public holidays paid - During a period of absence

20.4 An employee who is entitled to payment for a public holiday is paid at single time when the public holiday occurs during a period of:

- (a) approved leave without pay not exceeding 20 consecutive days or shifts
- (b) approved sick leave without pay.

Picnic Day

20.5 Picnic Day is defined as the last Monday in November.

20.6 Picnic Day for Lambton Office staff will be observed on the first normal weekday business day after Boxing Day.

20.7 The conditions for pay set out in 20.2 to 20.4 apply to Picnic Day.

21. Travelling Time and Fares

21.1 Employees are required to travel to and from home and headquarters once at their own expense in connection with each ordinary working day or rostered shift.

When can it be claimed

21.2 Employees are entitled to claim:

- (a) excess travelling time and excess fares when they:
 - (i) are required to work at a temporary headquarters; or
 - (ii) work overtime which merges with ordinary working hours
- (b) travelling time and fares when they work overtime which:
 - (i) does not merge; or
 - (ii) is not considered to merge, with ordinary working hours.

Who can claim?

- 21.3 Only employees at salary point 35 or below or employees who worked 40 ordinary hours per week prior to 1st June, 1979 can claim excess travelling time.
- 21.4 All employees can claim for fares as set out in this clause.
- 21.5 Employees cannot claim for any time spent travelling during ordinary working hours or shifts.

Definitions

- 21.6 For the purposes of this clause, the following definitions apply:

Headquarters means - any office, workshop, power station, store, depot or other place of employment at which employees are regularly required to work, or from which their work is directly controlled and to which they have been attached.

Temporary Headquarters means - any office, workshop, power station, substation, store, depot or other place of employment at which employees are temporarily required to work and from which their work is directly controlled (as distinct from direct supervision on the job) and to which they have been attached temporarily.

Point Distant from Headquarters means - any place of employment at which employees are temporarily required to work which is not a temporary headquarters and where their work is directly controlled (as distinct from direct supervision on the job) from their headquarters or temporary headquarters.

Working at temporary headquarters

- 21.7 Employees who are required:

- (a) to work at a temporary headquarters; and
- (b) travel between:
- (i) home and temporary headquarters; or
- (ii) temporary place of accommodation and temporary headquarters; or
- (iii) one headquarters and another

not in association with overtime:

may apply for; and

be paid travelling time for the period which is in excess of travelling time between their headquarters and home at their normal time of travel.

Such payments must be made having regard to 21.8.

Associated excess fares must also be paid.

- 21.8 The requirement that employees must work at a temporary headquarters must, at an employee's request, be terminated upon the employee completing a continuous period of twenty-six ordinary working weeks, excluding public holidays, at the temporary headquarters.

If Macquarie Generation grants approval, the period of an employee's attachment to the temporary headquarters may be extended. The period of the extension must be treated as temporary attachment for all purposes.

These provisions do not apply to periods worked at the temporary headquarters, beyond twenty-six ordinary working weeks, to employees who do not request the termination of such attachment.

Continuity of the twenty-six ordinary working weeks period shall not be considered to have been broken by periods of:

- (a) annual and long service leave
- (b) sick leave
- (c) accident leave
- (d) special leave with or without pay
- (e) temporary transfers to other headquarters or return to own headquarters for periods not exceeding four continuous working weeks including public holidays.

Travel - employees receiving meal or accommodation allowances

21.9 Employees, must be paid for excess travelling time and excess fares, for travel between:

- (a) home and temporary headquarters; or
- (b) between one headquarters and another.

Payments must be:

made having regard to 21.7 and 21.8; and

where meal allowances or overnight accommodation allowances are payable for such travel.

21.10 Where Macquarie Generation provides employees with meals and/or accommodation for travel between:

- (a) home and temporary headquarters; or
- (b) one headquarters and another

excess travelling time calculations will include:

- (i) the actual time for such journeys; and
- (ii) waiting time up to a maximum of three hours during the course of a journey.

21.11 Waiting time:

- (a) prior to commencement; or
- (b) at the conclusion of a journey

must not be treated as travelling time without approval of Macquarie Generation.

Travel to a point distant

21.12 Employees who are required to work at a point distant from their headquarters or temporary headquarters and travel outside their ordinary working hours, must be paid as if they were at work for any time occupied in travelling between:

- (a) their headquarters or temporary headquarters and the distant place of work; or
- (b) their home or temporary place of accommodation and the distant place of work, less an amount equal to their normal time of travel between their home and headquarters.

They are also entitled to any excess fares.

21.13 If the work involves overtime not merging with ordinary hours, they must be paid in accordance with 21.18.

Is there a maximum amount of travelling time claimable?

21.14 When Macquarie Generation provides accommodation and/or meals, the maximum travelling time that can be claimed for travel between Home and temporary headquarters, or one headquarters and another, in each period of 24 hours from the starting time of a journey, is:

- (a) 8 hours if a sleeper is provided; or
- (b) 12 hours if there is no sleeper; or
- (c) above 12 hours if no sleeper is provided and the employee is directed to use a slower means of transport than one that is available.

Reasonable transport not available

21.15 Employees who:

- (a) start or finish work at a temporary location; or
- (b) finish overtime

at a time when reasonable means of transport is not available, must be provided with transport by Macquarie Generation to their:

- (c) homes; or
- (d) temporary places of accommodation.

21.16 Employees must:

- (i) request that transport be provided; and
- (ii) be entitled to proceed to their homes or temporary places of accommodation; and
- (iii) be paid travelling time in accordance with this clause, for such travel.

For the purposes of this clause, reasonable means of transport shall not be available having regard to 21.24 and if the waiting time during the course of the journey home by available public transport after working overtime is more than one and one-half hours in excess of the waiting time which would be incurred during the course of the journey home by available public transport at ordinary ceasing time.

Overtime merging with ordinary hours

- 21.17 Employees who work overtime which:
- (a) merges; or
 - (b) is considered to merge with their ordinary working hours and travel between their:
 - home and headquarters; or
 - home and temporary headquarters; or
 - temporary place of accommodation and temporary headquarters must be paid travelling time for the period:
 - (i) which exceeds the travelling time between their headquarters and home at the normal time of travel; and
 - (ii) when the excess is fifteen minutes or more.

Employees must also be paid excess fares associated with such travel.

Overtime - not merging with ordinary hours

- 21.18 Employees who work overtime which:
- (a) does not merge; or
 - (b) is not considered to merge
 - with their ordinary working hours and between their:
 - home and headquarters; or
 - home and temporary headquarters; or
 - temporary place of accommodation and temporary headquarters
 - must be paid travelling time and fares.
 - When the time worked is paid in accordance with the minimum payment provision of Clauses 11 Overtime - Day Work and 12 Overtime - Shift Work, the travelling time payments must be the amount by which:
 - the sum of the actual time worked at the appropriate rate
 - plus
 - the entitlement to travelling time
 - minus
 - the minimum payment provisions.
- 21.19 The maximum amount of travelling time that can be claimed for each journey in connection with overtime is:
- (a) actual travelling time if there is no reasonable transport available

- (b) 2 hours if headquarters or temporary headquarters are at:

Liddell

Bayswater

- (c) 1.5 hours if headquarters or temporary headquarters are elsewhere.

(In regard to (c) an employee can claim the actual travelling time if the employee can establish to the satisfaction of the Controlling Officer that they used public transport available in accordance with the clause 21.23 and that this involves a longer travelling time.)

Elected Method of payment

- 21.20 Employees may elect to have payment of their travelling time and fares calculated on the following basis in respect of journeys undertaken to all locations:

- (a) travelling time - one hour for 32.19km
(b) fares - 0.38 per km.

Election

- 21.21 Employees must make the election in writing and the conditions apply from the date of receipt of the election.

The election may be changed only after:

- (a) a change in the location of the employee's permanent headquarters or home; or
(b) a period of 12 months.

Employees, who cancel their written elections, shall not be entitled to make another election until the expiration of one year from the date of the cancellation, unless there has been a change in the location of the employee's permanent headquarters or home.

Method of payment using public transport

- 21.22 Alternatively, where public transport service is considered to be available, travelling time and fares (other than when transport provided by Macquarie Generation is used) will be calculated on the basis of travel by the fastest practicable public transport route. Any necessary walking up to 1.61 km shall be paid for on the basis of 1.61 km in 20 minutes. Waiting time during the course of a journey up to a period of one and one-half hours, shall be regarded as travelling time. Waiting time at the conclusion of a forward journey or prior to the commencement of a return journey, will also be regarded as travelling time. For calculation of waiting time where employees receive meal or accommodation allowance, refer 21.11.

Public transport available

- 21.23 Public transport is considered to be available where a service operates:

- (a) within 1.6 km of an employee's home or temporary place of accommodation and place of work; and

- (b) within 1 hour:
 - (i) of the employee's starting and finishing times at the place of work; or
 - (ii) from the point to which Macquarie Generation provides transport for the employee after working overtime. Public transport is considered to have commenced from the time of arrival at the point of departure of the service.

It is also considered to be available if Macquarie Generation provides transport from the point at which employees are set down by public transport to their homes or temporary accommodation after working overtime. Public transport is considered to have ceased from the time transport provided by Macquarie Generation commences.

Public transport not available

- 21.24 Where public transport is not considered to be available, travelling time and fares shall be calculated on the basis of:
- (a) 38 cents per km for fares; and
 - (b) one hour for 32.19 km travelling time. When walking up to a maximum of 1.61 km, travelling time must be paid on the basis of 1.61 km in 20 minutes.

Transport provided by Macquarie Generation

- 21.25 Where transport is provided by Macquarie Generation travelling time must be based on the actual time of travel and the actual period of waiting time. For calculation of waiting time where employees receive meal or accommodation allowance, refer 21.11. Fares are not payable in this case.

Ordinary & penalty rates

- 21.26 Travelling time must be paid at:
- (a) single time on Mondays to Saturdays; or
 - (b) time and one half on Sundays and public holidays
- except as provided in 21.12.

Limitation

- 21.27 Employees, living outside a radius of 40.23km from their permanent or temporary headquarters will be considered to live at the point on the circumference where transport by the nearest practicable route between their homes or temporary places of accommodation and headquarters, crosses the circumference.
- This provision does not apply to employees who are receiving meal or overnight accommodation allowances as set out in 21.9.

Higher Grade

- 21.28 Travelling time in connection with work for which an employee is receiving higher grade pay must be paid at that higher grade rate.

Nearest 0.1 hour

- 21.29 Payments for travelling time must be calculated to the nearest 0.1 hour on a weekly basis.

Flat rate salary

- 21.30 The provisions of this Clause shall apply to employees in receipt of a flat rate salary as if such employees were not in receipt of a flat rate salary.

Fares limitation

- 21.31 No fares are payable to employees for journeys where transport is provided by Macquarie Generation free of charge or where employees are in receipt of official car mileage allowance.

22. Working Away from Headquarters

Overnight absence

- 22.1 When Macquarie Generation requires employees to transfer to a from home temporary headquarters, it must provide them with reasonable board and lodging wherever practicable at its own expense if the period of temporary transfer means that they must be absent from their homes overnight.

Under these circumstances, Macquarie Generation must also pay each employee an allowance of 1.50 for each night's absence.

- 22.2 Alternatively, employees may arrange their own accommodation. Macquarie Generation must pay them an allowance for the accommodation at a rate determined by Macquarie Generation.

Returning home after extended periods away

- 22.3 Macquarie Generation must allow employees who are away from headquarters for an extended period of time to return home:

- (a) daily or at each weekend if the location of the temporary headquarters makes it practicable; or
- (b) every third weekend if daily or weekend return is impractical. Travel between temporary headquarters and home other than the first and last journeys must be in the employee's own time; or
- (c) more frequently if Macquarie Generation considers it economical.

- 22.6 Employees returning home from their temporary headquarters on approved weekend travel must be provided with:

- (a) first class return rail travel or an equivalent; and
- (b) a meal allowance of 7.40 for each forward and return journey,

only if they have worked the full ordinary hours at the temporary headquarters on the day of travel.

23. Grievance and Disputes Procedures

- 23.1 This Award recognises that employees' grievances should be resolved speedily and effectively without recourse to industrial action. It is intended that most issues will be resolved informally between employees and supervisors.

These procedures will not override award provisions.

23.2 Employees' work related grievances are to be dealt with as follows:

- (a) Employees or Union delegates who have a grievance on any issue shall firstly raise the matter with their immediate supervisor(s).
- (b) The supervisor(s) shall provide the necessary response as soon as possible but no later than 24 hours following the grievance being raised.
- (c) If an answer cannot be given within 24 hours a progress report will be given at that time.
- (d) When the grievance has not been resolved to the satisfaction of any party, the issue will be referred to a senior management representative.
- (e) The senior management representative and union representative will convene a grievance meeting within one week of referral, which will attempt to resolve the matter.

The meeting should include:

Supervisor Representative

Management Representative

Delegate involved in grievance

Union Official(s) or their representative

- (f) The grievance will be discussed at the meeting with a view to achieving agreement or resolution.
- (g) Until the matter is resolved by the committee as detailed above, except where a genuine safety issue is involved, the conditions that applied at the time of the dispute will remain, without interruption and without prejudice to final settlement.
- (h) If the matter is not settled then either:
 - (i) it shall then be referred to the Labor Council of New South Wales for their attention so as to provide conferences of all parties with a view to reaching a solution; or
 - (ii) if agreement cannot be reached on the matter through the foregoing procedure, it may then be submitted to the Industrial Relations Commission of New South Wales.

24. Consultative Mechanisms

Consultative Mechanism

24.1 A three level consultative mechanism will be established as follows:

Steering Committee

24.2 A Steering Committee comprising representatives of Macquarie Generation management, the Labor Council and unions will:

oversee the operation of the Award;

establish consultative groups as required for periods to be agreed, to achieve the objectives of the Award:

consider recommendations of consultative groups;

discuss issues that affect the industry;

require at its meetings, a quorum of two Macquarie Generation representatives, one representative from the Labor Council and a minimum of three union officials

Consultative Groups

24.3 Consultative Groups comprising no more than three representatives nominated by Macquarie Generation and no more than three representatives nominated by the Labor Council of New South Wales and unions will:

develop and recommend to the Steering Committee strategies to achieve the objectives of the award as specified by the Steering Committee;

ensure adequate representation and expertise where required, through liaison and consultation by members of the group;

consult with workplace consultation groups on matters relating to the implementation of the Award

Workplace Groups

24.4 A Workplace Group for each business, comprising representatives from local management, local delegates and employees, will:

provide feedback to Consultative Groups regarding the implementation of the Award

25. Carer's Leave

Use of Sick Leave

25.1

(a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in paragraph (b) of subclause 25.2, who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 19, Sick Leave and Accident Pay, for absences to provide care and support for such persons when they are ill. Such leave may be taken for 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

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

(a) the employee being responsible for the care of the person concerned; and

(b) the person concerned being:

(1) a spouse of the employee; or

(2) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

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

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

- (5) a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:
- (i) "relative" means - a person related by blood, marriage or affinity;
 - (ii) "affinity" means - a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - (iii) "household" means - a family group living in the same domestic dwelling.
 - (iv) an employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of the absence.

Unpaid Leave for Family Purpose

25.3 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 paragraph (b) of subclause 25.2 who is ill.

Annual Leave

25.4 An employee may elect, with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single-day periods or parts thereof, in any calendar year at a time or times agreed by the parties.

Time Off in Lieu of Payment for Overtime

25.5

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election
- (b) Overtime taken as time off during ordinary-time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or 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.

Make-up Time

25.6

- (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.

Rostered Days Off

25.7

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

26. Bereavement Leave

Entitlement

- 26.1 An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay, on the death of a person prescribed in subclause 26.3.

Notification

- 26.2 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.

Person Prescribed

- 26.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purpose of personal/carer's leave as set out in paragraph (b) of subclause 25.2 of clause 25, Personal/Carer's Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.

Bereavement leave shall also be available to the employee in respect to the death of a parent-in-law.

If Other Leave Granted

- 26.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.

Taken With Other Leave

- 26.5 Bereavement leave may be taken in conjunction with other leave available under subclauses 25.3, 25.4, 25.5, 25.6 and 25.7 of the said clause 25. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

27. Anti-Discrimination

- 27.1 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.

- 27.2 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.
- 27.3 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.
- 27.4 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
- 27.5 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.

28. Miscellaneous

Lateness Exemption

- 28.1 Employees will not have deductions made from their ordinary salaries for any periods of lateness on any day if:
- (a) the lateness is directly caused by accidental vehicle damage sustained by a motor vehicle being used by the employee when travelling to work;
 - (b) the employee(s) affected reports full details of the accident and damage to the Controlling Officer within a reasonable time; and
 - (c) the owner or driver of the vehicle must make the vehicle available for the Controlling Officer's inspection, if required.

Holding of Meeting on Macquarie Generation Premises

- 28.2 Permission to hold any meeting on any of Macquarie Generation must be requested by the employee(s) or union(s) Premises concerned to the Manager of the location.

Should a request for such a meeting not be approved, the meeting must not be held on Macquarie Generation's premises.

Unless approved by the Chief Executive Officer employees must not be paid for time lost attending such meetings.

29. Leave Reserved

Leave is reserved to the parties to negotiate outstanding annualised salary issues during the first 3 months of the Award. If no negotiated settlement is achieved, the matters may be referred to the IRC for determination. Mac Gen will not use the "no extra claims" clause to prevent such arbitration.

Macquarie Generation remains opposed to the extension of annualised salaries to sick leave, long service leave or workers compensation.

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

THE NORTHCOTT (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 3031 of 2005)

Before Mr Deputy President Grayson

29 June 2005

AWARD

PART A

1. Arrangement

PART A

Clause No. Subject Matter

ARRANGEMENT AND OPERATIVE CLAUSES

1. Arrangement
2. Title
3. Parties
4. Definitions
5. Without Prejudice
6. Area, Incidence and Duration

WAGES AND ALLOWANCES

7. Pay Rates
8. Payment and Particulars of Salary
9. Trainee Wages
10. Penalty Rates for Shift & Weekend Work
11. Higher Duties

CONTRACT OF EMPLOYMENT

12. Contract of Employment
13. Termination of Employment
14. Redundancy

HOLIDAYS AND LEAVE

15. Annual Leave
16. Annual Leave Loading
17. Personal Leave (Sick, Carers & Bereavement)
18. Long Service Leave
19. Public Holidays
20. Parental Leave
21. Jury Service
22. Hours of Work

PATTERNS OF WORK

23. Roster of Hours
24. Sleepovers
25. Longer Term Care Arrangements
26. Overtime
27. Time in lieu of Overtime
28. Meals
29. Anti-Discrimination

INDUSTRIAL CONSIDERATIONS

30. Reasonable Hours
31. Consultative Arrangement
32. Disputes & Grievance Procedure
33. Disciplinary Procedures
34. Labour Flexibility
35. Superannuation
36. Union Representative
37. Notice Board

PART B

Table 1 - Salaries

Table 2 - Allowances

Table 3 - Classification Arrangements

2. Title

This award shall be referred to as the Northcott (State) Award

3. Parties

This Award shall be binding upon the Health Services Union and its officers and members in respect of work done by employees of Northcott in the classifications as set out herein.

4. Definitions

General -

"Union" means - The Health Services Union of New South Wales.

"Employer" means - Northcott (formerly The Northcott Society)

"Shift Worker" means - an employee rostered to work shifts as part of a 24-hour cycle across a seven-day week.

"Trainee" means - an employee who is engaged by the employer under an approved traineeship program. This classification shall not include employees who are indentured as apprentices.

Client Services -

"Employment Adviser" means - a person appointed as such, who possesses a qualification acceptable to the employer and who provides placement, training and follow up support for people with disabilities to assist them to acquire and maintain employment.

Community Services Worker means - a person appointed as such, who possesses a qualification acceptable to the employer and who provides direct support, or supervision of people who provide direct support to people with disabilities in services operated by the employer for that purpose. This may include but is not limited to:

Residential Support Worker, Flexible Respite Worker, Individual and Family Support Worker, Recreation Worker, Residential Coordinator, Service Coordinator.

Allied Health and Community Professional means - a person appointed as such, to provide social work or therapy services on behalf of the employer. The person should possess a qualification which makes them eligible for membership of the relevant professional body eg Australian Association of Social Workers. Responsibilities may include counselling, group work, assessment, advocacy, information provision, speech pathology, occupational therapy and physiotherapy.

Support Services means - a person who is appointed as such and who is employed to provide general services internally to the employer. This classification is generally quite broad and may include but is not limited to job functions such as Administration, Finance, Reception, HR, IT and Property Services.

Specialist Services means - a group who provides a more diverse range of services externally to the employers' clients. This will include but is not limited to: Living Skills Educator, Librarian, Sales, Conference Centre, Orthotist and Prosthetist.

5. Without Prejudice

Nothing in this Award shall be deemed to reduce the wages, conditions or allowances of any employee below that level accorded him/her prior to the date of operation of this Award.

6. Area, Incidence and Duration

- (i) This Award rescinds and replaces The Northcott Society (State) Award, published 8 September 2000 (318 I.G. 490) and all variations thereof.
- (ii) It shall apply to all employees of Northcott in New South Wales and shall take effect from 1 July, 2005 and shall remain in effect for a period of twenty-four months.

7. Pay Rates

- (i) Pay rates operative for employees appointed after the certification of this Award and for all other employees are shown in part B, monetary rates.
- (ii) Upon certification of this Award the 'Transitional Arrangements' detailed in Part C, will become effective.

8. Payment and Particulars of Salary

- (i) Wages shall be paid fortnightly provided that for the purpose of adjustments of wages the pay period shall be deemed to be weekly.
- (ii) Employees shall have their salary paid into nominated accounts within Australia. The employer shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay-day.
- (iii) Where an employee's position is terminated either voluntarily or involuntarily, any monies due to him/her shall be paid on the last day of their employment or if limited notice is given as soon as is practicable after such termination.
- (iv) On each pay-day a statement shall be made available to an employee, in respect of the payment then due. The written statement (pay advice) will contain: name, amount of ordinary salary, total number of hours of overtime worked (if any), amount of any overtime payment, annual year to date leave entitlements, amount of any other moneys paid, and purpose for which they are paid, and the amount and nature of the deductions made from total earnings.
- (v) Where retrospective adjustments of wages are paid to employees, such payments where practical, shall be advised on the pay statement as a separate payment to ordinary wages

- (vi) Notwithstanding the provisions of subclause (ii) of this clause and, where practical, an employee who has been given 4 weeks notice of termination of employment, in accordance with clause 13 - Termination of Employment, of this award, shall be paid all monies due to him/her prior to ceasing duty on the last day of employment.
- (vii) Where an employee is dismissed or his/her services are terminated without due notice, in accordance with the said clause 13, any monies due to him/her shall be paid as soon as possible after such dismissal or termination but in any case not more than three days thereafter.

9. Trainee Wages

Employees engaged on an approved traineeship program shall be paid the following percentages of the minimum adult wage appropriate to the job classification in which they are training:

(a)	First year of Traineeship	70%
(b)	Second year of Traineeship	80%
(c)	Third year of Traineeship	90%

10. Penalty Rates for Shift and Weekend Work

- (i) Shift workers working afternoon or night shift shall be paid the following rates for such shifts.

(a)	Afternoon shift commencing after 2.30 pm and before 10.30 pm	12.5%.
(b)	Night shift commencing after 10.30 pm and before 6.00 am	15%.

- (ii) Employees whose ordinary working hours include work on a Saturday and/or Sunday, shall be paid for ordinary working hours worked:

- (a) Between midnight on Friday and midnight on Saturday at the rate of 150%.
- (b) Between midnight on Saturday and midnight on Sunday at the rate of 175%.

These extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in the preceding subclause (i) of this clause.

11. Higher Duties

- (i) Non-Shiftworker

When an employee receives a written offer to formally relieve another employee who is paid on a higher level/grade for a continuous period of 10 or more working days, the relieving employee shall be paid an increase of up to 10% of their current salary or package, whichever is relevant. The rate will be determined according to the level of responsibility they are expected to take. The rate increase and duration will be mutually agreed between the employer and the employee prior to commencement of the higher duties.

- (ii) Shiftworker:

A Shiftworker when called upon by the employer to perform all of the duties of a classification paid at a higher scale shall be paid on that higher scale for the time spent relieving that position.

12. Contract of Employment

Employees under this award shall be engaged either as permanent, casual or temporary employees.

- (A) Part-Time -

- (i) A part-time employee is one who is permanently appointed by the employer to work a specified number of hours which are less than those prescribed for a full-time employee.

- (ii) Part-time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the rate prescribed in Table 1, Salaries, of Part B, Monetary Rates, and
 - (iii) Allowances, with a minimum payment of two hours for each start.
 - (iv) Employees engaged on a part time basis shall receive all terms and conditions on a pro-rata basis unless these are specifically covered elsewhere in this Award.
- (B) Casual Workers -
- (i) A casual employee is one engaged on an hourly basis.
 - (ii) A casual employee shall be paid on an hourly basis of one-thirty-eighth of the appropriate rate prescribed plus 15 per centum with a minimum payment of two (2) hours for each engagement.
 - (iii) A casual employee shall be entitled to the shift allowances prescribed in clause 10, Penalty Rates for Shift and Week-end Work, of this Award.
 - (iv) A casual employee may only be engaged for short term or emergency relief work.
 - (v) For week-end and public holiday work casual employees shall, in lieu of all other penalty rates and the 15 per centum allowance normally paid to such workers, receive the following rates:-
 - (a) 150% loading for work between midnight Friday and midnight Saturday.
 - (b) 175% loading for work between midnight Saturday and midnight Sunday.
 - (c) 250% loading for work on a public holiday.
 - (vi) On completion of each shift a casual employee shall be paid 1/12th of ordinary earnings in lieu of annual leave.
 - (vii) If a shift is cancelled with less than 4 hours notice, 2 hours pay will be compensated to the casual employee. In special and exceptional circumstances this condition may be varied by mutual arrangement between the casual employee and the employer.
- (C) Maximum Term Workers -
- (i) A temporary worker is one who is employed for a maximum term period to complete a specified task or series of tasks.

13. Termination of Employment

- (i) Four weeks notice of termination of employment shall be given by the employee or the employer, respectively. Should an employee fail to give the prescribed notice such employee shall be liable to the forfeiture of four weeks wages and where the employer terminates the services of an employee without due notice, the employee shall be paid four weeks salary in lieu thereof. Provided that where the conduct of an employee justifies instant/summary dismissal such notice of termination of employment shall not apply.
- (ii) Employees may make application to the Chief Executive Officer or nominee to have the required notice of termination reduced.

14. Redundancy

- (A) Discussion before Termination.

This is a dispute settling procedure concerning the matter of redundancy. It supplements and adds to the current dispute settling procedure in clause 32, Disputes and Grievance Procedure, of this award.

- (i) Where a definite decision has been made by the employer that a particular job or job classification is no longer required and the position(s) will be deleted leading to termination of employment for one or more employees, the employer will hold discussions with the affected employee(s) and the Union. These discussions will be consistent with the said clause 32.
- (ii) These discussions will take place as soon as practical after the employer has made a definite decision and should cover the following subject matter:
- (a) Any reasons for the proposed termination(s);
 - (b) Measures to avoid or minimalism termination(s);
 - (c) Measures to mitigate any adverse effects on the employee(s) concerned.
- (iii) For the purposes of these discussions the employer will provide, in writing, to the employee(s) concerned and the Union all relevant information about the proposed terminations including:
- (a) The reasons for the proposed termination(s);
 - (b) The number and classifications of employees likely to be affected;
 - (c) The number of employees normally employed;
 - (d) The period over which the termination(s) will be carried out.

The employer is not required to disclose confidential information which would reasonably be considered to be harmful to the interests of the organisation or its clients.

(B) Transfer to Lower Paid Duties

Where an employee is transferred to a lower paid position for the reasons set out in paragraph (A) (ii) of this clause, the employee shall be entitled to the same period of notice of transfer as they would have been entitled to receive if their employment had been terminated. Alternatively, the employer may, at their option, make a payment to the affected employee(s) which is equal to the difference between the former ordinary rate of pay and the new (lower) ordinary time rate for the number of weeks of notice still owing. This payment would be in lieu of notice requirements.

(C) Severance Pay

In addition to the period of notice determined under clause 13 - Termination of Employment and subject to further awards of the Commission, an employee whose employment is terminated for reasons set out in paragraph (a) (ii) of this clause, shall be entitled to the following amount of severance pay in respect of continuous service with the employer:

Period of Continuous Service:	Under 45 Years of Age	Over 45 Years of Age
Less than one year	Nil	Nil
1 Year less than 2	4 Weeks	5 Weeks
2 Years less than 3	7 Weeks	8.75 Weeks
3 Years less than 4	10 Weeks	12.5 Weeks
4 Years less than 5	12 Weeks	15 Weeks
5 Years less than 6	14 Weeks	17.5 Weeks
6 Years and over	16 Weeks	20 Weeks

Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had continued to the employee's normal retirement date.

For the purpose of this clause, the term "week's pay" shall mean: -

- (i) Where no ordinary time of pay is fixed for an employee's work under the same terms of his/her employment, the ordinary rate of pay shall be deemed to be the average weekly rate earned by the employee during the previous twelve months immediately prior to the termination;
- (ii) Where no normal weekly number of hours is fixed for an employee's work under the terms of his/her employment, the normal number of hours worked shall be deemed to be the average weekly number of hours worked by the employee during the previous twelve months immediately prior to termination;
- (iii) For the purpose of this clause, continuous service shall be calculated as all service with the employer where there is no more than eight weeks break between consecutive periods. Approved Leave without pay shall be counted as valid service for the purpose of this clause.

(D) Employee Leaving During Notice Period

An employee whose employment is terminated for reasons set out in paragraph (A) (ii) of this clause may terminate employment during the notice period and, if so, shall be entitled to the same benefits and payments under the clause as if they had remained with the employer until the expiry date of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(E) Alternative Employment

The employer may make an application to the Commission to have the general severance pay prescription varied in cases where the employer has been able to obtain suitable alternative employment for the employee(s).

(F) Time Off During Notice Period

- (i) During the period of notice of termination given by the employer, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment;
- (ii) 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 interview or he/she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

(G) Employees Exempted

This part shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, or in the case of temporary employees engaged for a specific period of time or for a specified task or tasks. This clause will also not apply to employees with less than one year's continuous service.

(H) Transmission of Business

In the event that the employer transmits any part of the business to another employer, an employee who was employed at the time of the transmission shall be deemed to have continuous service, i.e. service shall not be deemed to have been broken due to the transmission, and

The period of employment which the employee has had with the employer will be deemed to be in the service of the new employer.

In this subclause transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

(I) Incapacity to Pay

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

(J) Payment for Notice Time

- (i) In addition to the period of notice determined under clause 13, Termination of Employment, and subject to further awards of the Commission, an employee whose employment is terminated for reasons set out in paragraph (A)(ii) hereof, shall be also entitled to the following additional periods of notice as determined by the following scale:

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

- (ii) In addition to the notice above, employees over 45 years of age at the time of giving of the notice, with not less than two years service, shall be entitled to an additional one week's notice.
- (iii) Notice periods shall be worked by the employee unless by mutual agreement the requirement to work all or part of such notice period is waived. In such instances payment for the balance of notice time shall be made in lieu thereof.

(K) Notice to Centrelink

- (i) Where a decision has been made to terminate the employment of 15 or more employees, the employer shall notify Centrelink of this, 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.
- (ii) The employer shall provide to all employees whose employment has been terminated an Employment Separation Certificate in the form required by Centrelink.

15. Annual Leave

- (i) All employees: See *Annual Holidays Act 1944*.
- (ii) This subclause does not apply to casual employees who will, on termination, be paid 1/12th of ordinary earnings in lieu of annual leave.
- (iii) Employees who are rostered to work their ordinary hours on Sundays and/or Public Holidays for annual leave purposes shall be entitled to receive an additional one week's annual leave providing that at least 35 ordinary shifts out of a possible 52 on such days have been worked.
- (iv) On termination of employment, employees shall be entitled to payment for any untaken annual leave due under this subclause together with payment for any untaken leave in respect of an uncompleted year of employment, calculated in accordance with this subclause.
- (v) An employee entitled to additional annual leave by virtue of this subclause, will be paid an amount equivalent to the value of his/her additional leave entitlement, in lieu of taking the additional leave. Such election is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.
- (vi) The employer shall give to each employee three months notice where practical and not less than one months notice of the date upon which the employee shall enter upon annual leave.

- (vii) A shift worker shall be paid whilst on annual leave his/her ordinary pay plus shift allowances and weekend penalties relating to ordinary time the shift worker would have worked if he/she had not been on annual leave. Shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave or for days which have been added to annual leave in accordance with the provisions of clause 19, Public Holidays, of this award.
- (viii) No employee shall be entitled to take any period of annual leave unless such leave is standing to his/her credit following that employee's anniversary of employment.
- (ix) Other than on termination of employment, an employee shall not be paid in lieu for any portion of his/her accumulated annual leave.
- (x) The timing and periods of annual leave will be determined by mutual agreement between employee and the employer.

16. Annual Leave Loading

- (i) An annual leave loading of 17.5% is payable upon and in addition to the employee's ordinary weekly rate prescribed in this award for the period of the annual leave taken, when the employee takes such leave. Allowances, penalty rates, overtime or any other payments prescribed under this award are not to be taken into account in calculating the amount on which the loading is payable.
- (ii) Annual leave loading is not applicable to employees paid above step 42.
- (iii) A shift worker will be paid annual leave loading or appropriate shift penalties whichever is higher.

17. Personal Leave (Sick, Carers' and Bereavement)

- (i) Full time employees will be entitled to 13 days personal leave every 12 months of which 10 will be accruable.
- (ii) Part time employees will accrue personal leave on a pro rata basis; casual employees are not eligible for personal leave.
- (iii) Personal leave may be used for any of the following:
 - (a) If the employee is too ill to attend work
 - (b) to care for family members who are dependent on the employee for care and support
 - (c) If a member of the employees family dies or attendance at a funeral
 - (d) If an employee's partner gives birth or adopts or fosters a child
 - (e) Moving house

The use of personal leave for (a) or (b) above must be supported by a medical certificate if it exceeds 2 consecutive working days or 5 occasions in a year.

- (iv) Unpaid leave may be used where an employee does not have sufficient accrued personal leave to cover in the event of a death in their immediate family.
- (v) An employee must, unless prevented for medical reasons accepted by the employer, report any absence due to taking personal leave to their Manager, or if not available to Human Resources, as soon as the requirement for the leave is known and in any event before 10am on the first day of absence.
- (vi) An employee with a long term illness which will involve continuous leave of 4 or more weeks may elect to convert all or part of their personal leave credits to half pay, thereby extending the period of paid leave available to them for that illness. The employer may require a medical certificate as a condition of

approval for personal leave; however this requirement must be established prior to leave being applied for.

- (vii) An employee's accrued sick, carers and bereavement leave records as at the commencement of this Award will be carried over as a personal leave credit and recorded without any loss of entitlement.
- (viii) A year for the purpose of this clause commences from the anniversary of the employee's engagement. On termination of employment, accrued personal leave will not be paid out

18. Long Service Leave

- (i) For all employees who are employed as at 1st July, 1999 Long Service Leave entitlements shall be as follows:
 - (a) Each employee shall be entitled to two months long service leave on full pay or four months long service leave on half pay after ten years of service; thereafter additional long service leave shall accrue on the basis of five months long service leave on full pay or ten months on half pay for each ten years service.
 - (b) For employees who commence employment after 1st July, 1999 Long Service Leave entitlements shall be in accordance with the *Long Service Leave Act 1955* the basic provisions of which are:
 - (ii)
 - (a) Each employee shall be entitled to two months long service leave on full pay or four months long service leave on half pay after ten years of service; thereafter additional long service leave shall accrue on the basis of two months long service leave on full pay or four months on half pay for each ten years continuous service.
 - (b) Each employee eligible for long service leave as per subclause (i)(a) of this clause shall be permitted to access pro-rata Long Service Leave after seven years.
 - (c) An employee may elect to take a period of long service leave at double pay. i.e. an employee may use their entitlement to two months long service leave by taking one months leave and receiving two months pay for this leave.
 - (d) Where the services of an employee 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 employee's serious and wilful misconduct, or by the employee 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.
- (iv) For the purposes of subclause (i) of this clause:
 - (a) Service shall mean continuous service with the employer.
 - (b) Broken periods of service with the employer shall count as service subject to any one such break not exceeding a period of two calendar months.
 - (c) Service shall not include any period of leave without pay except in the case of employees who have completed at least ten years service.
 - (d) Long Service Leave shall be taken at a time mutually arranged between the employer and the employee.
- (v) Employees intending to take Long Service Leave shall give a minimum of eight weeks written notice to the employer advising their intention to take such leave and the date such leave is to commence.

- (vi) On the termination of employment of an employee, otherwise than by his/her death, an employer shall pay to the employee 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 employee at the date of such termination.
- (vii) Where an employee 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 monetary value of the leave shall be transferred to his/her estate.
- (viii) Providing there is no break in service, Full-time and Permanent Part-time employees shall be entitled to have previous part-time service with the employer, which is the equivalent of at least two full days duty per week taken into account for long service leave purposes.

19. Public Holidays

- (i) Public holidays shall be allowed to employees on full pay. Except as otherwise provided in this clause, where an employee is required to and does work on any of the holidays set out in subclause (ii) of the clause, whether for a full shift or not, the employee shall be paid at 150% loading for the ordinary rostered hours of duty on that day. Such payment is to be in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday.
- (ii) For the purpose of this clause the following shall be deemed public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Anzac Day, Queen's Birthday, local Labour Day and any other day duly proclaimed and observed as a public holiday within the area in which the accustomed place of work is situated.
- (iii) Where staff rosters are such that they incorporate a public holiday as a normal work day, the employer may direct a staff member not to report for duty on such public holiday. Where this occurs, payment for the public holiday will be paid in accordance with subclause (i) (a) of this clause.

Any direction by the employer for non attendance on such day shall be on a rotational basis thus permitting all employees, wherever possible, an opportunity of working an equal number of public holidays during any one year.

- (iv) In addition to those public holidays specified in subclause (ii) of this clause, employees are entitled to an extra public holiday each year. Such public holiday will occur on a date which is agreed by the employer and shall be regarded for all purposes of this clause as any other public holiday.
- (v) Subclauses (i), (ii) and (iii) of this clause shall not apply to casual employees engaged under subclause (B) of clause 12, Contract of Employment, of this award, but each such employee who is required to and does work on a public holiday as defined in the said subclauses (i), (ii) and (iii) shall be paid a loading of 250%. Such worker shall not be entitled to be paid in addition the allowance of 15% prescribed in subclause (B)(ii) of the said clause 12 in respect of such work.

20. Parental Leave

(A) Eligibility for Payment

- (i) Full time and part-time employees are eligible for paid parental leave in accordance with the following provisions:
- (ii)
 - (a) Permanent employees are eligible for paid parental leave when they have completed 3 years of continuous service prior to the expected date of birth.
 - (b) An eligible employee is entitled to 4 weeks paid Parental Leave at ordinary pay. The eligible employee will receive one week's ordinary pay for 4 consecutive fortnights, on

returning to their normal duties. The Parental Leave will be paid at the rate and the hours the employee chooses to return to work on.

- (iii) Paid Paternity Leave - Provided that the employee is the principal carer, paid Paternity Leave will apply as per paid Parental Leave as prescribed in subclause (A)(iii) of this clause.
- (iv) Paid Adoption Leave - as per subclause (A)(iii) of this clause if the employee is the principal carer.
- (v) An employee is required to return to work for a continuous 12 months before being eligible for a second parental payment.
- (vi) Casual workers are not eligible for paid Parental Leave.

(B) Parental Leave -General Provisions

Eligibility - To be eligible for Parental Leave an employee must have completed at least 40 weeks continuous service prior to the expected date of birth.

An employee who has once met the conditions for parental leave will not be required to work again the 40 weeks continuous service in order to qualify for a further period of Parental Leave, unless:

- (i) There has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after her services have been otherwise dispensed with; or
- (ii) The employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include Sick Leave without pay, Parental Leave without pay, Adoption Leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act*.
- (iii) Entitlement - An employee is entitled to a period of unpaid Parental Leave of not more than 12 months after the actual date of birth.
- (iv) Applications - An employee who intends to proceed on Parental Leave should formally notify the employer of such intention as early as possible, so that arrangements associated with the absence can be made.
- (v) Notice - Written notice of not less than eight weeks prior to the commencement of the leave should be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.
- (vi) Variation after Commencement of Leave - After commencing Parental Leave an employee is entitled to vary the period of leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of 4 weeks notice must be given although an employer may accept less notice if convenient.

The conditions relating to variation of parental leave are derived from Section 65 of the *Industrial Relations Act 1996*.

- (vii) Staffing Provisions - Any person who occupies the position of an employee on Parental Leave must be informed that the employee has the right to return to her/his former position. Additionally, since an employee has the right to vary the period of Parental Leave, offers of temporary employment shall be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment shall also be set down clearly: to a fixed date or until the employee elects to return to duty, whichever occurs first.
- (viii) Effect of Parental Leave on Accrual of Leave, Increments, etc. - Except in the case of employees who have completed ten years service, the period of Parental Leave without pay does not count as service for Long Service Leave purposes. Where the employee has completed ten years service

the period of Parental Leave without pay shall count as service provided such leave does not exceed six months. Parental Leave without pay does not count as service for incremental purposes.

- (ix) Right to Return to Previous Position - An employee returning from Parental Leave has the right to resume her/his former position. Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her/his former position and for which the employee is capable or qualified.
- (x) Return for Less Than Full-Hours - Employees on application to their employer shall be entitled to return to duty for less than the full-time hours they previously worked by taking weekly leave without pay. Such return to work is to be according to the following principles:
 - (a) The period is to be mutually agreed and up to 12 months, after which full-time duties must be resumed;
 - (b) The employee is to make an application for leave without pay to reduce her/his full-time hours of work. This application should be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given;
 - (c) Salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full-time hours of work; i.e. for Long Service Leave the period of service is to be converted to the full-time equivalent and credited accordingly.
 - (d) It should be noted that employees who return from Parental Leave under this arrangement remain full-time employees.

(C) Provisions applying to Maternity Leave only:

These should be read in conjunction with subclause A, Eligibility for Payment, and subclause B, Parental Leave General provisions,

- (i) Illness Associated With Pregnancy - If, because of an illness associated with her pregnancy, an employee is unable to continue to work then she can elect to use any available paid leave (Sick, Annual and/or Long Service Leave) or to take Sick Leave without pay.
- (ii) Transfer to a More Suitable Position - Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practical, to provide employment in some other position that she is able to perform satisfactorily. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.
- (iii) Miscarriages - In the event of a miscarriage any absence from work is to be covered by the Sick Leave provisions.
- (iv) Stillbirth - In the case of a stillbirth (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take Sick Leave subject to production of a medical certificate, or Parental Leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.
- (v) Effect of Premature Birth - An employee who gives birth prematurely, and prior to proceeding on Parental Leave, shall be treated as being on Parental Leave from the date leave is commenced to have the child.
- (vi) Further Pregnancy while on Parental Leave - Where an employee becomes pregnant whilst on Parental Leave, a further period of Parental Leave may be granted. Should this second period of Parental Leave commence during the currency of the existing period of Parental Leave, then any residual leave from the existing entitlement lapses.

(D) Provisions applying to Adoption Leave only:

These should be in read in conjunction with clause A, Eligibility for Payment, and subclause B, Parental Leave General Provisions, of this clause.

- (i) Eligibility - To be eligible for Adoption Leave an employee must have completed at least 40 weeks prior to the date of taking custody of the child. For other eligibility criteria refer to subclause (B), Parental Leave General Provisions, of this clause.
- (ii) Entitlement - Eligible employees are entitled to unpaid Adoption Leave as follows:
 - (a) Where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;
 - (b) Where the child is over the age of 12 months - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.
- (iii) Applications - Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that in the reasonably near future they will take custody of a child should formally notify the employer as early as practicable of the intention to take Adoption Leave. This will allow arrangements associated with the Adoption Leave to be made.

(E) Provisions Applying to Paternity Leave :

Please refer to subclause (A), Eligibility for Payment, and subclause (B), Parental Leave General Provisions, of this clause.

21. Jury Service

An employee other than a casual employee, required to attend for Jury Service during ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his/her attendance for such Jury service and the amount of wages the employee would have received in respect of the ordinary time that would have been worked had the employee not been on Jury Service.

An employee shall notify the employer as soon as possible of the date upon which he/she is required to attend Jury Service. Further, the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such Jury Service.

22. Hours of Work

(A) Non Shift Workers

- (i) The ordinary hours of work for employees, exclusive of meal times, shall be one hundred and fifty two (152) hours per four (4) weekly cycle.
- (ii) Ordinary hours of work to be agreed mutually between the employer and employee.
- (iii) Each employee shall be entitled to be free from duty for not less than two full days in each week of seven days.
- (iv) Hours of work shall be so arranged that wherever possible employees having completed a full days work shall have a minimum of eight (8) consecutive hours off duty.

(B) Shift Workers -

- (i) The ordinary hours of work for shift workers exclusive of meal times shall not exceed an average of 38 hours per week in each roster cycle.

- (ii) Each shift worker shall be free from duty for not less than two full days in each week or four full days in each fortnight and at least one allocated day off in each four week period, where practical these days should be consecutive. Such days off duty shall be mutually agreed between the employee and the employer having regards to the needs of the employer.
- (iii) Part-time employees shall not be entitled to allocated days off as detailed above.
- (iv) Where an employee's allocated day off falls due during a period of workers compensation and provided that sufficient hours have been accumulated, the employee on returning to duty shall be given the next allocated day off in sequence.
- (v) Where an employee's allocated day off falls on a Public Holiday as prescribed by clause 19, Public Holidays, the next working day shall be taken in lieu thereof or at a time mutually agreed by the employer and the employee.
- (vi) There shall be a minimum break of eight (8) hours between ordinary rostered shifts. In special and exceptional circumstances this condition may be varied by mutual arrangement between individual employees and the employer.

23. Roster of Hours

This clause only applies to shift workers

- (i) The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees. Such roster shall be displayed four weeks, but in any case at least one week, prior to the commencing date of the first working period in any roster. It is not obligatory for the employer to display any roster of ordinary hours of work for casual employees.
- (ii) A roster may be altered at any time to enable the service of the employer to be carried on where another employee is absent from duty on account of illness or in an emergency, but where any such alteration involves an employee working on a day which would have been his or her day off such time worked shall be paid for at overtime rates.
- (iii) Where an employee is entitled to an allocated day off duty in accordance with (ii) of this clause that allocated day off duty is to be shown on the roster of hours for each employee.
- (iv) Extension of rosters beyond 28 calendar days may be introduced subject to such proposals being agreed between the employer and the employee.

24. Sleepovers

- (i) A sleepover means an employee sleeping in at night in order to be available to attend to any urgent situation that cannot be dealt with by another employee or at the end of the shift.
- (ii) In programs requiring the use of a sleepover with the agreement of the employer and the employee, direct client support can be given by a staff member in accordance with the employer's sleepover shift guidelines.

25. Longer Term Care Arrangements

- (i) Longer term care includes but is not limited to an employee, living in the clients nominated residence to perform work at all times of the day and night as the job and the client's needs may require. Work under this clause is any continuous direct client care in excess of 10 hours not including sleepover.
- (ii) The undertaking of longer term care arrangements will only be by way of mutual agreement between the employer and the employee and will be in accordance with the employer's Longer Term Care Arrangements guidelines.

26. Overtime

The provision of this clause only applies to full time and part time shift workers. Unless alternative arrangements exist, all time worked by shift workers in excess of 10 hours shall be paid at:

Up to 2 Hours	150% Loading
After 2 Hours Overtime	200% Loading
Sundays	200% Loading
Public Holidays	250% Loading

- (i) Time worked up to 10 hours per shift shall not be regarded as overtime but an extension of the contract hours for that day.
- (ii) Employees recalled to work overtime after leaving the employer's premises, whether notified before or after leaving the premises, shall be paid for a minimum of two hours work at the appropriate rate for each time he/she is so recalled.
- (iii) An employee recalled to work overtime as prescribed by subclause (ii), of this clause shall be paid all fares and expenses reasonably incurred in travelling to and from her/his place of work.
- (iv) When overtime work is necessary it shall wherever reasonably practical be so arranged that employees have at least eight consecutive hours off duty between the work on successive days or shifts.
- (v) An employee who works so much overtime between the termination of his/her ordinary work on any shift and the commencement of his/her ordinary work on the next day or shift that he/she has not had at least eight consecutive hours off duty between these times shall, be released after completion of such overtime until he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (vi) If on the instruction of the employer, an employee resumes or continues to work without having had eight consecutive hours off duty he/she shall be paid at 200% loading until he/she is released from duty for such a period that he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (vii) When an employee works overtime as an extension of shift and ceases work at a time when reasonable means of transport home are not available, he/she shall be paid at ordinary rates for the time reasonably spent travelling from the employer's premises to the employee's home with a maximum payment of one hour. This subclause shall not apply in the case of call-back or where the employee has his/her own vehicle available for conveyance home.
- (viii) The provisions of this clause may be varied by mutual agreement between management and individual employees having regard to the needs of the service in which the employee works.

27. Time in Lieu of Overtime

An employee who works approved overtime outside ordinary hours may be compensated by way of Time-In-Lieu of Overtime, subject to the employer's Time in Lieu policy.

- (i) The agreement to work overtime and subsequent Time In Lieu needs to be agreed between the employer and employee prior to the overtime being worked.
- (ii) Time in Lieu of Overtime will accrue on an hour for hour basis.

28. Meals

- (i) Time not exceeding one hour and not less than thirty minutes shall be allowed for each meal period, provided that where an employee is called upon to work for any portion of the meal break, such time shall count as ordinary working time.

- (ii) An employee required or recalled to work overtime following on the completion of his or her normal shift for more than two hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours overtime; all such time shall be counted as time worked.
- (iii) The meal referred to in subclauses (ii) of this clause shall be allowed to the employee free of charge. Where the employer is unable to provide such meals a reimbursement of up to 12 shall be paid to the employee upon production of a suitable receipt.
- (iv) Where an employee is required to work an overtime shift on his or her rostered day off, or on a shift changed in accordance with clause 23, Roster of Hours, the appropriate meal breaks for that shift shall apply.
- (v) Where practical, employees shall not be required to work more than four hours without a break or six hours without a meal break.
- (vi) A period of twenty minutes shall be allowed to employees for morning or afternoon tea and such period shall be included in the ordinary hours of work.

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

NOTES -

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

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

30. Reasonable Hours

- (i) Subject to subclause (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 subclause (ii) what is unreasonable or otherwise 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.

31. Consultative Arrangement

- (i) The employer will regularly consult staff on significant changes to corporate and operational plans, and on the implementation of this agreement
- (ii) Consultation will occur directly between managers and their staff, as well as through the employer's Consultative Committee
- (iii) The Committee will comprise of five employer nominees and eight employee representatives. The Committee will meet a minimum of four times each year. A quorum will consist of two management and four staff representatives
- (iv) The employee representatives will be directly elected by staff, in an annual ballot organised by the outgoing committee. The employee representatives will be regarded as being on duty while conducting Committee business and appropriate facility/equipment use and release of duties will be provided.

32. Disputes and Grievance Procedure

It is the objective of these procedures to ensure that grievances are resolved by negotiation and discussion between the parties.

The parties to this Award recognise that from time to time individual employees may have grievances which need to be resolved in the interests of good relationships.

An employee will have the right for a grievance to be heard through all levels of line management.

(A) Grievance Procedure -

- (i) In the first instance the employee is to discuss any problem or concern with the immediate supervisor who will endeavour to resolve the issue expeditiously.
- (ii) Any unresolved matter will be referred by the employee to a designated person after the employee notifies the immediate supervisor. The immediate supervisor will also attend the conference organised by the designated person to discuss the matter.
- (iii) Should the matter remain unresolved, appropriate assistance should be sought from the Manager - Human Resources or other designated representative(s).

- (iv) In order to resolve the issue as effectively as possible, it may be referred to a committee specifically designated to deal with the grievance. Such a committee shall consist of two management representatives and two employee representatives. The Committee as well as any other persons involved in the grievance procedure shall treat all discussions confidentially.
- (v) In the event of no agreement being reached, the matter will be referred to the Chief Executive Officer.
- (vi) An employee may be represented by a local representative of his or her choosing or by a representative of the Union.
- (vii) Where the matter involves either party seeking to change an existing agreement or practice, the parties will endeavour to identify and agree on what was the status quo, which will then continue to prevail until the parties have exhausted all steps in the above procedure.

(B) Industrial Disputes Procedure -

The employee and the employer will confer with a view to resolving all industrial disputes by direct negotiation and consultation. All disputes will be dealt with in the following manner so as to ensure the orderly settlement of the matters in question.

- (i) Any industrial dispute which arises will, where possible, be settled by discussion on the job between the employee and the employee's immediate supervisor in accordance with the Grievance Procedure.
- (ii) If the matter is not resolved, the matter will be further discussed between the affected employee, the employee's nominated representative (who may be a Union representative) and the supervisor or manager of the relevant section or department, and the assistance of the employer's Human Resources Manager will be sought.
- (iii) If no agreement is reached, the employee's nominated representative will discuss the matter with the Manager-Human Resources.
- (iv) In the interest of client care, work will continue normally. No party will be prejudiced as to the final settlement by the continuance of work in accordance with the procedures.
- (v) Should the matter still not be resolved it may be referred by the parties to the Union and/or to the New South Wales Industrial Relations Commission for conciliation or arbitration.

33. Disciplinary Procedures

- (i) Where disciplinary action is necessary, the management representatives shall notify the employee of the reason and issue a verbal warning.
- (ii) If the problem continues the matter will be discussed with the employee and a first formal warning will be given in writing to the employee and recorded on the employee's personal file. An employee may elect to have a representative of his/her choosing present during such discussions and may include representatives of the Union.
- (iii) If the problem continues to occur, the employee will again be counselled by management and a second and final warning in writing may be given. Again, the employee may elect to have a representative of his/her choosing present during such discussions.
- (iv) In the event of the matter recurring the employee may be terminated. No dismissals are to take place without the authority of the Chief Executive Officer.
- (v) Summary dismissal of an employee may still occur for acts of "serious and wilful misconduct".

- (vi) If a dispute should arise over the disciplinary action, the course of action to be followed is that the matter shall be referred to a committee of two employer representatives and two employee representatives for resolution. Where such a committee cannot reach a majority decision the matter may be referred to the Union and/or to the New South Wales Industrial Relations Commission.
- (vii) If, after any warning, a period of twenty-four months elapses without any further warning or action being required, all adverse reports relating to the warning will be removed from the employee's personal file.

34. Labour Flexibility

- (i) The 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 de-skilling.
- (ii) The 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 the employer pursuant to subclause (i) and (ii) of this clause shall be consistent with the employer's responsibilities to provide a safe and healthy work environment.
- (iv) Promotion and/or appointment shall be by merit.

35. Superannuation

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

- (i) For the purposes of this Award, the employers approved fund is Commonwealth Life Superannuation Mastertrust
- (ii) Employees engaged at 1st January, 2005 and whose superannuation is contributed to either SAS (State Authorities Super) or FSS (First State Super) will be 'grandfathered' within their current funds.

36. Union Representative

An employee appointed Union representative shall upon notification thereof in writing to the Chief Executive Officer, be recognised as the accredited representative of the Union and shall be allowed the necessary time during working hours, to interview the employer on matters affecting employees.

37. Notice Board

The employer shall provide a notice board in a prominent position where which the Union Representative can post union notices.

PART B
MONETARY RATES

Table 1 - Salaries

Salary Step	Annual Salary (Full Time) \$	Hourly Rate \$
1	24,524	12.37
2	25,024	12.62
3	25,524	12.87
4	26,024	13.12
5	26,524	13.38
6	27,124	13.68
7	27,724	13.98
8	28,324	14.28
9	28,962	14.61
10	29,600	14.93
11	30,262	15.26
12	30,924	15.60
13	31,624	15.95
14	32,324	16.30
15	32,930	16.61
16	33,537	16.91
17	34,207	17.25
18	34,876	17.59
19	35,546	17.93
20	36,215	18.26
21	36,885	18.60
22	37,554	18.94
23	38,275	19.30
24	38,996	19.67
25	39,562	19.95
26	40,128	20.24
27	40,746	20.55
28	41,364	20.86
29	41,982	21.17
30	42,600	21.48
31	43,218	21.80
32	43,836	22.11
33	44,454	22.42
34	45,072	22.73
35	46,102	23.25
36	47,132	23.77
37	48,200	24.31
38	50,200	25.32
39	51,252	25.85
40	52,452	26.45
41	54,342	27.41
42	57,095	28.80

Note: To calculate part time salaries multiply the hourly rate by the number of hours a week worked and then multiply by 52.1785; e.g. a person working 19 hours per week on Step 10 would calculate 14.93 (hourly rate) x 19 (hours) x 52.1785 = 14,801.47

Table 2 - Allowances

Allowances	Rate from 1.7.2005 \$
Supervision of student per day	4.60
Sleepover	70.00

Table 3 - Classification Arrangements

Current Classification	Salary steps
Educator	24 to 42
Employment Advisor - (Non Grad) - Grade 1	15 to 26
Employment Advisor - (Non Grad) - Grade 2	29 to 35
Employment Advisor - (Graduate)	22 to 37
Information Research Officer	22 to 37
Living Skills Educator	20 to 37
Recreation Worker - (Non Grad) - Grade 1	15 to 26
Recreation Worker - (Non Grad) - Grade 2	29 to 35
Recreation Worker - (Graduate)	22 to 37
Residential Coordinator	22 to 41
Residential Support Worker	15 to 19
Service Coordinator - Grade 1	32 to 37
Service Coordinator - Grade 2	38 to 40
Social Worker - Grade 1	23 to 41
Social Worker - Grade 2	42
Support Worker PSO - Grade 1	13 to 15
Support Worker PSO Grade 2	17 to 26
Therapist - Grade 1	24 to 41
Therapist - Grade 2	42
Orthopedist/Prothetist - Grade 1	31 to 38
Orthopedist /Prothetist - Grade 2	40 to 42
Technical Officer - Grade 1	19 to 29
Technical Officer - Grade 2	33
Technical Officer - Grade 3	35
Technical Officer - Grade 4	36
Technical Officer - Grade 5	38
Administrative Officer - Grade 1	9 to 15
Administrative Officer - Grade 2	18 to 25
Administrative Officer - Grade 3	28 to 35
Administrative Officer - Grade 4	37 to 41
Fundraiser/Comms Officer - Grade 1	22 to 28
Fundraiser/Comms Officer - Grade 2	32 to 37
Fundraiser/Comms Officer - Grade 3	39 to 42
General Service Officer - Grade 1	11 to 18
General Service Officer - Grade 2	20 to 28

J. P. GRAYSON *D.P.*

(1808)

SERIAL C3760

UNIONS NSW & A W EDWARDS PTY LIMITED RESMED CAMPUS DEVELOPMENT STAGE 2 PROJECT AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Master Builders' Association of New South Wales, industrial organisation of employers.

(No. IRC 2152 of 2005)

Before The Honourable Justice Kavanagh

12 May 2005

AWARD

Arrangement

Clause No.	Subject Matter
1	Arrangement
2	Objectives
3	Definitions
4	Application
5	Duration
6	Industry Standards
	6.1 Superannuation and Redundancy
6.2	Top Up/24 Hour Income Protection Insurance
6.3	(a) Project/Productivity Allowance
	(b) Transport Drivers
7	Environment, Health, Safety and Rehabilitation (EHS&R)
	7.1 Induction
	7.2 Environment, Health and Safety Plans
	7.3 The Safety Committee
	7.4 Safety Procedures
	7.5 OH&S Industry Induction
	7.6 Formwork Safety
	7.7 Temporary Power/Testing and Tagging
	7.8 Crane Safety
8	Dispute Resolution
	8.1 Employer specific disputes
	8.2 Project Wide Disputes
	8.3 Demarcation Disputes
	8.4 Procedures to prevent Disputes Regarding Non-Compliance
9	Monitoring Committee
10	Productivity Initiatives
	10.1 Learning Initiatives
	10.2 Inclement Weather
	10.3 Rostered Days Off
	10.4 Maximising Working Time
	10.5 Hours of Work
11	Immigration Compliance
12	Long Service Compliance
13	No Extra Claims
14	No Precedent
15	Single Bargaining Unit

16	Union Rights
	16.1 Visiting Union Officials
	16.2 Workplace Delegate
	16.3 Union Membership
17	Australian Content
18	Protective Clothing
19	Workers Compensation and Insurance Cover
20	Apprentices
21	Training and Workplace Reform
22	Project Death Cover
23	Anti-Discrimination
24	Personal/Carers Leave
	24.1 Use of Sick Leave
	24.2 Unpaid Leave for Family Purpose
	24.3 Annual Leave
	24.4 Time-off in Lieu of Payment for Overtime
	24.5 Make-up Time
	24.6 Rostered days off
25	Project Close-Down Calendar
26	Leave Reserved

Annexure A

Annexure B

2. Objectives

- 2.1 The Parties agree to continue to develop and implement the following objectives in respect of the following key areas on the Project:
- (a) Implementation of forms of work organisation which encourage the use and acquisition of skills and continual learning;
 - (b) Continued development of more effective management practices;
 - (c) Continued development of communication processes, which facilitate participation by all Employers, Employees and Unions
 - (d) Introduction of new technology and associated change to enhance productivity;
 - (e) Improved quality of work;
 - (f) Increased scope of sub-contract work packages to promote genuine skills enhancement and acquisition by Employees.
 - (g) Provision of a career structure for all Employees based on skills, competencies and increased job satisfaction;
 - (h) Provision of high standards of occupational health & safety on the Project;
 - (i) Improved impact of the Project on the environment;
 - (j) Implementation of this Award, and compliance with all relevant statutory provisions;
 - (k) Elimination of unproductive time;
 - (l) Improved compliance by subcontractors with the provisions of applicable awards and/or enterprise agreements and legislative requirements;
 - (m) Improved wages and conditions for all employees working on the project;

- (n) Increased leisure time for employees by eliminating excessive hours of work.
- (o) Enhancing job opportunities for persons who have a legal right to work including persons who wish to take on apprenticeships or traineeships.
- (p) Encourage all employers to have Enterprise Agreements with the relevant union or unions.

3. Definitions

"Award" means - the Unions NSW & A W Edwards Pty Limited Resmed Campus Development Stage 2 Project .

"A. W. Edwards Pty Ltd " means - A. W. Edwards Pty Limited of 131 Sailors Bay Road, Northbridge 2063.

"Code of Practice" means - the New South Wales Government Code of Practice for the Construction Industry.

"Employee" means - a person engaged by an Employer and who performs work on the Project.

"Employer" means - A W Edwards Pty Limited and/or any subcontractor/s engaged to work on the Project.

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

"EHS&R" means - Environment Health Safety and Rehabilitation.

"Environment Health Safety and Rehabilitation Policy" means - either of the plan or policy devised and implemented by the Project Manager for the Project (as amended from time to time).

"Monitoring Committee" means - the committee established under clause 9 of this Award.

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

"Practical Completion" means - the completion of the Project where the building is fit for occupancy and/or purpose.

"Project Milestones" means - the milestones listed in Clause 6.3 and varied by the Monitoring Committee from time to time.

"Project" means - the construction works contracted to A W Edwards Pty Limited known as Resmed Campus Development Stage 2 consisting of a concrete framed building of four levels of underground car park, ground floor and two towers above ground each four stories high including Plant Room. This Award also covers the fit out of the building should that be awarded to A. W. Edwards Pty Limited.

"Project Manager" means - the Project Manager appointed by A W Edwards Pty Limited from time to time.

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

"Unions" means - each of the Unions listed in Part 2 of Annexure A.

"Unions NSW" means - the Labor Council of NSW

4. Application

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

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

5. Duration

- 5.1 This Award shall operate on and from 31st March 2005 until Practical Completion.

6. Industry Standards

6.1 Superannuation and Redundancy

- (a) The Parties acknowledge that a contribution of \$100.00 per week or 9% of ordinary time earnings (whichever is the greater) will be made to the superannuation fund nominated in the relevant industrial instruments being C+BUS; NESS; STA, TWU or other schemes approved by the Parties for each of their employees. Apprentices will receive a contribution of 9% of ordinary time earnings whilst engaged on the project
- (b) The Employers will make a contribution of \$61 per week into ACIRT or MERT or other schemes approved by the parties for each of their employees. The employers shall make a contribution of \$40.00 per week for apprentices/trainees working on the project.

6.2 Top Up/24 Hour Income Protection Insurance

- (a) Each Employer will provide Workers Compensation Top-Up/24 Hour Income Accident Insurance with the UPLUS scheme or other similar schemes, which are approved by the parties to this Award.

6.3 Project Productivity Allowance

- (a) Subject to subclause 6.3(b) and 6.4 the Employer will pay a project allowance for persons engaged on the project of \$2.00 for each hour worked on the Project.

This payment does not attract any penalty or premium.

(b) Productivity Allowance Payment - Project Milestones

- (i) the performance payment shall relate to achievements for works completed to Project Milestones.
- (ii) the monthly reviews will certify the achievement of Project Milestones for the purpose of entitlement to the payment for works completed.
- (iii) in the event that a Project Milestone is not achieved, the Monitoring Committee shall meet to determine:
1. The reason why the date of the relevant Project Milestone was not achieved.
 2. The action required catching up to the Project Milestone.
 3. If payment shall continue for the coming month.

- (iv) However, if in spite of the parties best efforts, a Project Milestone is not achieved for two consecutive months and there are not extenuating circumstances then the Monitoring Committee shall meet to discuss why that target has not been achieved and how best, time can be made up to ensure Project Milestone (s) are achieved.
- (v) If a Project Milestone Date is not achieved and there are not extenuating circumstance(s) acceptable to the Monitoring Committee, and then no payment will be made against achievement of that Milestone.
- (vi) If in the following period(s) work catches up to allow achievement of the subsequent Project Milestone(s) then a payment shall be made and shall include payment(s) for the preceding Project Milestone.
- (vii) The parties agree that the A W Edwards Pty Limited Project Manager, in conjunction with the Monitoring Committee shall determine if the identified Milestones for the Project have been achieved.
- (viii) Project Productivity Allowance Payment Application Matrix

TYPE OF ACTIVITY	PRODUCTIVITY INCENTIVE PAYMENT PAYABLE FOR
Productive Work	Payable
Sick Leave	Not Payable
Annual Leave	Not Payable
Public Holidays	Not Payable
Rostered Days Off	Payable
Approved Training	Payable
Jury Duty	Not Payable
Bereavement Leave	Not Payable
Inclement Weather	Payable whilst on site
Any other Paid Downtime	Not Payable whilst off site

- (ix) The Project Milestones:

Project Milestone No 1:

Structural Steel Erection - Commencement Date 5 October 2005

Project Milestone No 2

Practical Completion - Completion Date 21 June 2006

6.4 Transport Drivers

- (a) Employees - Rates of Pay

It is further agreed that any Transport Worker carrying out work relating to the Project will be paid, in addition to their Award or Enterprise Agreement rate of remuneration, any applicable Project productivity allowance, provided that the driver has had a regular involvement of two (2) hours or more on any day with the project.

- (b) Contract Carrier

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

(c) GST

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

7. Environment, Health, Safety and Rehabilitation (EHS&R)

7.1 Induction

- (a) All Employees must attend an agreed EHS&R site induction course on commencement of engagement on site.
- (b) All transport workers involved on the project shall undertake an appropriate Blue Card Induction Program conducted by a licensed Blue Card Training Provider in conjunction with the employer and the Transport Workers' Union.

7.2 Environment, Health and Safety Plans

- (a) All Employers must submit an environment, health safety and rehabilitation management plan. These plans should include evidence of:
 - (i) risk assessment of their works;
 - (ii) hazard identification, prevention and control;
 - (iii) planning and re-planning for a safe working environment;
 - (iv) industry and trade specific induction of Employees;
 - (v) monitoring performance and improvement of work methods;
 - (vi) reporting of all incidents/accidents;
 - (vii) compliance verification; and
 - (viii) regular EHS&R meetings, inspections and audits of the Project.

7.3 The Safety Committee

- (a) The Safety Committee will be properly constituted with an agreed constitution. All members of the safety committee will undertake agreed Occupational Health and Safety training with Comet Training or other agreed providers.

7.4 Safety Procedures

- (a) The Parties acknowledge and agree that all Parties are committed to safe working procedures.
- (b) If the Project Manager or the Safety Committee is of the opinion that an Employee or Employer has committed a serious breach of either the Environment Health and Safety Policy or the relevant safety management plan (or any other agreed safe working procedures), the Project Manager (or the Project Manager on recommendation from the Safety Committee) will implement disciplinary action against the Employer or Employee which may include taking all steps required to remove the Employer or Employee from the Project.
- (c) The Parties agree that pursuant to the Code of Practice, in the event that an unsafe condition exists, work is to continue in all areas not affected by that condition and those employers may

direct employees to move to a safe place of work. No employee will be required to work in any unsafe area or situation.

7.5 OH&S Industry Induction

No person will be engaged on site unless he/she has completed the WorkCover NSW Accredited OH&S Industry Induction Course.

7.6 Formwork Safety

All persons engaged on the erection or dismantling of formwork will have the relevant WorkCover Formwork Certificate of Competency. Where an employee does not have a Certificate of Competency, Comet or an agreed appropriate authority will be contacted to assess the qualifications of the relevant employee. Further, all contractors engaged on site to perform work shall fully comply with AS 3610 Formwork for Concrete.

7.7 Temporary Power/Testing and Tagging

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

7.8 Crane Safety

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

8. Dispute Resolution

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

8.1 Employer Specific Disputes

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

- (a) Discussion between those directly affected;
- (b) Discussion between site management representatives of the Employer and the Union delegate;
- (c) Discussion between site management representatives of the Employer and the Union organiser;
- (d) Discussion between senior management of the Employer, A W Edwards Pty Limited and the appropriate Union official;
- (e) Discussion between the Secretary of the relevant Union (or nominee) and A W Edwards Pty Limited Industrial Relations Manager (or nominee);
- (f) If the dispute is not resolved after step (e), parties to the Award may notify the dispute to the Industrial Relations Commission of New South Wales, and request that the Industrial Relations Commission of New South Wales resolve the dispute pursuant to its powers set out in the *Industrial Relations Act 1996* (NSW).
- (g) Work shall continue without interruption or dislocation during discussion and negotiations concerning the dispute.

8.2 Project Wide Disputes

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

- (a) Discussion between those directly affected;
- (b) Discussion between site management representatives of A. W. Edwards Pty Limited and the Union delegate;
- (c) Discussion between site management representatives of A. W. Edwards Pty Limited and the Union organiser;
- (d) Discussion between senior management of A. W. Edwards Pty Limited and the appropriate Union official;
- (e) Discussion between the Secretary of the relevant Union (or nominee) and A. W. Edwards Pty Limited NSW Operations Manager (or nominee);
- (f) If the dispute is not resolved after step (e), parties to the Award may notify the dispute to the Industrial Relations Commission of New South Wales, and request that the Industrial Relations Commission of New South Wales resolve the dispute pursuant to its powers set out in the *Industrial Relations Act 1996* (NSW);
- (g) Work shall continue without interruption or dislocation during discussion and negotiations concerning the dispute.

8.3 Demarcation Disputes

In the event that a dispute arises which cannot be resolved between the relevant Unions, the Unions agree to the following dispute settling procedure:

- (a) Work shall continue without interruption or dislocation during discussion and resolution of disputes;
- (b) Discussion between Unions NSW and the Unions to try to resolve the dispute;
- (c) If the dispute is not resolved after step (b), either Union may notify the dispute to the Industrial Relations Commission of New South Wales and request that the Industrial Relations Commission of New South Wales resolve the dispute pursuant to its powers set out in the *Industrial Relations Act 1996* (NSW).

8.4 Procedures to prevent Disputes Regarding Non- Compliance

- (a) A W Edwards Pty Limited in association with the accredited site union delegate will check monthly payments of subcontractors companies engaged on site in relation to superannuation, redundancy and extra insurance to ensure payments for employees have been made as required. A W Edwards Pty Limited and site delegate shall also check that employers have not introduced arrangements such as and not limited to 'all-in' payment (i.e. payments not incorporated into Enterprise Agreements as defined under Clause 3 of this Award) and or 'cash-in-hand' payments, (i.e. payments designed to avoid tax and other statutory obligations and sham subcontract arrangements.) Where such practices are identified A W Edwards Pty Limited will take immediate steps to ensure that any such arrangements are rectified and that any Employee affected by any such arrangement receives all statutory entitlements.
- (b) Each subcontractor engaged on site will be specifically advised and monitored in respect of payroll tax and required to comply with their lawful obligations.

- (c) In accordance with Section 127 of the *Industrial Relations Act* 1996, Section 175(b) of the *Workers' Compensation Act* 1987 or Part 5B s1G-31J of the *Payroll Tax Act* 1971 the principal contractor will obtain all applicable Sub-Contractors Statements regarding workers' compensation, payroll tax and remuneration. A copy of these statements will be available on request to an accredited trade union officer or site delegate.
- (d) The union delegate or union official shall advise A W Edwards Pty Limited if they believe the information which has been provided by any sub-contractor is not correct.
- (e) Any dispute concerning non-compliance shall be resolved in accordance with the dispute settling procedures of this award.

9. Monitoring Committee

- 9.1 The Parties may establish a committee to monitor the implementation of this Award.
- 9.2 This Monitoring Committee if established will meet at the commencement of construction and then at monthly intervals or as required during construction on the Project.
- 9.3 The Monitoring Committee will consider ways in which the aims and objectives of this Award can be enhanced, which may include, but not be limited to discussion of:
 - (a) developing more flexible ways of working;
 - (b) enhancing occupational health and safety;
 - (c) productivity plans, and
 - (d) compliance with Award and other statutory requirements by employers.
- 9.4 If the principles of this Award are not being followed, the Committee will develop a plan in consultation with the Parties, to implement the intent of the Award.

10. Productivity Initiatives

10.1 Learning Initiatives

Each Employer shall be required to demonstrate to A W Edwards Pty Limited implementation of commitment to skill enhancement and workplace reform while working on the Project.

10.2 Inclement Weather

- (a) The Parties to this Award will collectively proceed towards the minimisation of lost time due to inclement weather.
- (b) Further, the Parties are bound to adopt the following principles with regard to inclement weather and idle time created by inclement weather:
 - (i) Adoption of a reasonable approach regarding what constitutes inclement weather;
 - (ii) Reasonable efforts will be made to access the workface in the event of inclement weather.
 - (iii) Employees shall accept transfer to an area or site not affected by inclement weather if, in the opinion of the Parties, useful work is available in that area or site and that work is within the scope of the Employee's skill, competence and training consistent with the relevant classification structures (provided that the Employer shall provide transport to such unaffected area where necessary);

- (iv) Where the initiatives described in (b) above are not possible, the use of non-productive time may be used for activities such as relevant and meaningful skill development; production/upgrade of skill modules; presentation and participation in learning; planning and reprogramming of the Project;
- (v) All Parties are committed to an early resumption of work following any cessation of work due to inclement weather;
- (vi) The Parties agree the practice of "one out, all out" will not occur.

10.3 Rostered Days Off

- (a) Subject to Clause 25 a procedure for the implementation of Rostered Days Off (RDOs) will be agreed on the Project. The purpose which is to:
 - (i) increase the quality of working life for Employees; and
 - (ii) increase the productivity of the Project.
- (b) A roster of RDO's will be prepared, following consultation with the workforce and parties to this Award.
- (c) Records of each Employee's RDO accruals will be recorded on the employees pay slip and copies made available to the Employee, the Employee's delegate or union official upon request. It is acknowledged that different arrangements in relation to the banking of RDO's may apply to members of the CEPU.
- (d) Where practicable, Saturday work prior to the published industry RDO's will not be worked.

10.4 Maximising Working Time

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

10.5 Hours of Work

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

11. Immigration Compliance

- 11.1 The Parties are committed to compliance with Australian immigration laws so as to ensure maximum work opportunities for unemployed permanent residents and Australian citizens. Employers will be advised by A W Edwards Pty Limited of the importance of immigration compliance. Where there is concern that illegal immigrants are being engaged by an employer on the Project, A W Edwards Pty Limited will act decisively to ensure compliance.
- 11.2 Employers are required prior to employees commencing work on-site to check the legal right of employees to work. The authorization form attached to this Award as per Appendix B will assist in providing evidence of the employee's legal status.

12. Long Service Compliance

- 12.1 If applicable, and in accordance with the NSW Building and Construction Industry *Long Service Leave Act*, no Employee will be engaged on site unless he or she is a worker registered with the NSW Long

Service Payments Corporation. All Employers (if applicable) engaged on site will be registered as employers in accordance with the NSW Building and Construction Industry *Long Service Payments Act* and will strictly comply with their obligations.

13. No Extra Claims

- 13.1 The Parties agree that they will not pursue extra claims in respect of matters covered by this Award (including but not limited to any claim for a disability allowance) during the term of this Award.

14. No Precedent

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

15. Single Bargaining Unit

- 15.1 This Award was negotiated by Unions NSW on behalf of the Unions and by A W Edwards Pty Limited in its own right and on behalf of the Employers.

16. Union Rights

The Parties to this award acknowledge the right of employees to be active union members and respect the right of the union to organize and recruit employees. The Parties to this award also acknowledge that good communication between the union official, the delegate and its members is an important mechanism in assisting the parties to resolve grievances and disputes in a timely fashion.

16.1 Visiting Union Officials

- (a) Union officials (party to this Award) when arriving onsite, shall call at the site office and introduce themselves to a Management representative of the Employer, prior to pursuing their union duties.

Union officials shall produce their right of entry permits, if required, and observe the relevant Building Awards, the *Occupational Health and Safety Act* and Regulations, and other statutory/legislative obligations for entry to the site.

- (b) Union officials with the appropriate credentials shall be entitled to inspect all such wage records, other payment records and related documentation necessary to ensure that the Employers are observing the terms and conditions of this Award.
- (c) All such wages books and other payment records shall be made available within 48 hours on site or at another convenient, appropriate place, provided the Union give notice to the Employers and the Project Manager.
- (d) Such inspections shall not take place unless there is a suspected breach of this Award, other appropriate Building Awards, Enterprise Agreements, the *Industrial Relations Act 1996* (NSW), or other Statutory Employer requirements.

16.2 Project Delegates

Parties to this Award recognise that the Project workforce will elect a Project Delegate/s who shall be the principal spokesperson/s for the Project workforce.

- (a)
- (i) The parties acknowledge it is the sole right of the Project workforce to elect the Project Delegate/s, who shall be recognised as the authorised representative of the Unions in respect of the Project.

- (ii) The Project Delegate/s shall have the right to approach or be approached by any employee of an employer to discuss industrial matters with that employee during normal working hours.
- (iii) The Project Delegate/s shall have the right to communicate with members of the Union in relation to industrial matters without impediment by the employer. Without limiting the usual meaning of the expression "impediment", this provision applies to the following conduct by an employer:
- moving the Project Delegate/s to a workplace or work situation which prevents or significantly impedes communication with the project Workforce;
 - changing a Project Delegate's shifts or rosters so that communication with employees is prevented or significantly impeded;
 - disrupting duly organised meetings.
- (iv) The Project Delegate/s shall be entitled to represent members in relation to industrial matters on the Project, and without limiting the generality of that entitlement is entitled to be involved in representing members:
- the introduction of new technology on the Project and other forms of workplace change;
 - Career path, reclassification, training issues; and to initiate discussions and negotiations on any other matters affecting the employment of the employees
 - Ensuring that employees on the Project are paid their correct wages, allowances and other lawful entitlements.
 - To check with relevant industry schemes so as to ensure that superannuation, long service leave and redundancy has been paid on time.
- (v) In order to assist the Project Delegate/s to effectively discharge their duties and responsibilities, the Project Delegate/s shall be afforded the following rights:
- the right to reasonable communication with other delegates, union officials and management in relation to industrial matters, where such communication cannot be dealt with or concluded during normal breaks in work;
 - at least 10 days paid time off work to attend relevant Union training courses/forums;
 - paid time off to attend meetings of delegates in the industry, as authorized by the relevant union.
- (vi) The employer of a Project Delegate shall provide to the Project Delegate the following:
- a lockable cabinet for the keeping of records;
 - a lockable notice board for the placement of Union notices at the discretion of the Project Delegate/s;
 - where practicable, i.e. on large sites, a Project Delegate/s office;
 - where a Project Delegate/s office is not practicable, access to a meeting room;
 - use of the telephone for legitimate union business associated with the Project;
 - from existing resources, and when required for legitimate union Project related business, access to

a word-processor, typewriter

a photocopier, facsimile machine and e-mail.

- (vii) There shall be no deduction to wages where the Union requires the Project Delegate/s to attend any Court or Industrial Tribunal proceedings relating to Industrial matters at the workplace impacting on employees.

16.3 Union Membership

Properly accredited officials and workplace representatives of the union shall have the right to be provided with appropriate access to employees to promote the benefits of union membership.

To assist in this process the Employer shall:

- (a) Encourage all current and future employees to join and remain members of the union party to this Award;
- (b) Supply all employees with a union application form at the same time as new employees are provided with their taxation declaration form;
- (c) Provide the union access to new employees at induction training;

17. Australian Content

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

18. Protective Clothing

- 18.1 Employers will provide their Employees engaged on site with legally produced Australian made protective clothing and footwear on the following basis:

- (a) Safety Footwear

Appropriate safety footwear shall be supplied on commencement if not already provided, to all persons engaged on site and will be replaced as a result of fair wear and tear, provided they are produced to the Employer as evidence.

- (b) Clothing

Two sets of protective clothing (combination of bib and brace or shorts, trousers and shirts) will be supplied to all persons after accumulated engagement on site of 152 hours or more and will be replaced once per calendar year as a result of fair wear and tear, provided they are produced to the Employer as evidence.

- (c) Jackets

Each person, after accumulated employment on site of 152 hours shall be eligible to be issued with warm bluey jacket or equivalent, which will be replaced once per calendar year on a fair wear and tear basis.

- 18.2 In circumstances where any Employee(s) of Employers are transferred to the project from another Project where an issue of equivalent clothing was made, then such Employee shall not be entitled to an issue for this Project until the expiry of the calendar year or on a fair wear and tear basis.

- 18.3 Employees who receive from their Employer an issue and replacement of equivalent clothing and/or safety footwear as part of the Employer's policy or relevant industrial instrument shall not be entitled to the provisions of this clause

- 18.4 Employers will consult with Unions NSW to be provided with a list of Australian Manufacturers who do not use illegal or exploited labour in the manufacture of their work clothes.
- 18.5 Notwithstanding anything else contained in this clause all Transport Employees/Contractors will be supplied with Safety Footwear, 1 set of Clothing and 1 Jacket prior to the commencement of work at the site. However the Company does not need to supply the above if the said Employee/Contractor has been issued with the clothing by the Principal Contractor within the previous twelve (12) months and the Principal Contractor can substantiate that fact.

19. Workers Compensation and Insurance Cover

- 19.1 Employers must ensure that all persons that they engage to work on the project are covered by workers compensation insurance.
- 19.2 A W Edwards Pty Limited will assess Workers Compensation Certificates of Currency from each Employer engaged on site to ensure that the wages estimate and tariff declared for the type of work undertaken is correct. This information will be available to authorised Union officials on request.
- 19.3 Employers and their Employees must comply with the following steps to ensure expedited payment of workers compensation:
- (a) All Employees will report injuries to the project first aider and their supervisor at the earliest possible time after the injury.
 - (b) All Employees will comply with the requirements for making a workers compensation claim, including the provision of a Workcover medical certificate, at the earliest possible time after the injury. This information will also be supplied to the project first aid officer, and the employee's supervisor.
 - (c) In cases where the Employee is unable to comply with the above, the relevant employer will assist in fulfilling requirements for making a claim.
- 19.4 Employers must ensure that they are aware of and will abide by Sections 63 to 69 of the *Workplace Injury Management and Workers Compensation Act 1998*, which provide that:
- (a) The Employer shall keep a register of injuries /site accident book in a readily accessible place on site;
 - (b) All Employees must enter in the register any injury received by the Employee. The Employer must be notified of all injuries on site immediately. The employer must notify the insurer within 48 hours of a significant injury;
 - (c) An Employer who receives a claim for compensation, must within seven (7) days of receipt, forward the claim or documentation, to their insurer;
 - (d) An Employer who receives a request from their insurer for further specified information must within seven (7) days after receipt of the request, furnish the insurer with the information as is in the possession of the Employer or reasonably obtained by the Employer;
 - (e) An Employer who has received compensation money from an insurer shall forward such money to the person entitled to the compensation within three (3) working days;
- 19.5 Where there has been a serious incident and/or accident which has resulted in a serious injury or loss of life the employer shall notify the relevant union immediately
- 19.6 The Employer will also complete the relevant accident notification form and send it to WorkCover.

20. Apprentices

- 20.1 As part of the Project's commitment to industry training, a ratio of one apprentice/ trainee to every five tradespersons within each Employer's workforce is to be maintained.

21. Training and Workplace Reform

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

22. Project Death Cover

- 22.1 A W Edwards Pty Limited will guarantee the beneficiary of any employee who dies as a consequence of working on the project will be paid a death benefit of \$25,000. Such benefit shall be paid within fourteen (14) days of the production of appropriate documentation. This payment shall be in addition to any other entitlement that might be paid to the beneficiary as a consequence of the death of the employee.

23. Anti-Discrimination

- 23.1 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.
- 23.2 This includes discrimination on the ground of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer and age.
- 23.3 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with fulfilment of these obligations for the parties to make application to vary any provision of the Award, which, by its terms of operation, has a direct or indirect discriminatory effect.
- 23.4 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.
- 23.5 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 23.6 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

24. Personal/Carers Leave

- 24.1 Use of Sick Leave
- (a) An Employee, other than a casual employee, with responsibilities in relation to a class of person set out in clause 24.1 (c)(ii) who needs the Employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, for absences to

provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.

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

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:

- (i) the Employee being responsible for the care of the person concerned; and

- (ii) the person concerned being:

a spouse of the Employee; or

a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

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

a same sex partner who lives with the Employee as the de factor partner of that Employee on a bona fide domestic basis; or

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

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

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

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

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

24.2 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 25.1 (c)(ii) above who is ill.

24.3 Annual Leave

- (a) An Employee may elect with the consent of the Employer, subject to the *Annual Holidays Act 1944* (NSW), to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph 24.3(a) above, shall be exclusive of any shutdown period provided for elsewhere under this Award.

- (c) An Employee and Employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

24.4 Time-off in Lieu of Payment for Overtime

- (a) An Employee may elect, with the consent of the Employer, to take time-off in lieu of payment for overtime at a time or times agreed with the Employer within twelve (12) months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in according with paragraph 24.4(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.

Where no election is made in accordance with paragraph 24.4(a), the Employee shall be paid overtime rates in accordance with the award.

24.5 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.

24.6 Rostered days off

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

25. Project Close-Down Calendar

- 25.1 For the purposes of this Award the Parties agree that the following calendar will be adopted for the Project. The calendar has been produced with a view to maximising quality leisure time off for all employees. Accordingly, the Parties agree that on certain weekends (as set out in the Calendar), no work shall be carried out.

Provided, however, where there is an emergency or special client need, work can be undertaken on the weekends and adjacent RDO's as set out below, subject to the agreement of the appropriate union secretary or nominee. In such circumstances reasonable notice (where possible), shall be given to the union (or Project Delegate).

SITE CALENDAR 2005

Saturday	January 1	New Year's Day
Sunday	January 2	
Monday	January 3	New Year's Day Public Holiday
Wednesday	January 26	Australia Day Public Holiday
Thursday	January 27	RDO
Friday	January 28	RDO
Saturday	January 29	
Sunday	January 30	
Friday	March 25	Good Friday Public Holiday
Saturday	March 26	
Sunday	March 27	Easter Sunday
Monday	March 28	Easter Monday Public Holiday
Tuesday	March 29	RDO
Friday	April 22	RDO
Saturday	April 23	
Sunday	April 24	
Monday	April 25	Anzac Day Public Holiday
Saturday	June 11	
Sunday	June 12	
Monday	June 13	Queen's Birthday Public Holiday
Tuesday	June 14	RDO
Saturday	October 1	
Sunday	October 2	
Monday	October 3	Labour Day Public Holiday
Tuesday	October 4	RDO
Saturday	December 3	
Sunday	December 4	
Monday	December 5	Union Picnic Day
Tuesday	December 6	RDO

SITE CALENDAR 2006

Monday	January 2	Public Holiday
Thursday	January 26	No Work Public Holiday
Friday	January 27	RDO (fixed)
Saturday	January 28	No Work Saturday
Sunday	January 29	No Work Sunday
Monday	February 27	RDO (flexible)
Monday	March 27	RDO (flexible)
Friday	April 14	No Work Public Holiday
Saturday	April 15	No Work Saturday
Sunday	April 16	No Work Sunday
Monday	April 17	No Work Public Holiday
Saturday	April 22	No Work Saturday
Sunday	April 23	No Work Sunday
Monday	April 24	RDO (fixed)

Tuesday	April 25	No Work Public Holiday
Monday	May 22	RDO (flexible)
Saturday	June 10	No Work Saturday
Sunday	June 11	No Work Sunday
Monday	June 12	No Work Public Holiday
Tuesday	June 13	RDO (fixed)
Monday	July 17	RDO (flexible)
Monday	August 14	RDO (flexible)
Monday	September 11	RDO (flexible)
Saturday	September 30	No Work Saturday
Sunday	October 1	No Work Sunday
Monday	October 2	No Work Public Holiday
Tuesday	October 3	RDO (fixed)
Monday	November 6	RDO (flexible)
Saturday	December 2	No Work Saturday
Sunday	December 3	No Work Sunday
Monday	December 4	No Work Union Picnic Day
Tuesday	December 5	RDO (fixed)
Monday	December 25	Public Holiday
Tuesday	December 26	Public Holiday
Friday	December 29	RDO (flexible)

SITE CALENDAR 2007

Monday	January 1	Public Holiday
Friday	January 26	No Work Public Holiday
Saturday	January 27	No Work Saturday
Sunday	January 28	No Work Sunday
Monday	January 29	RDO (fixed)
Monday	February 26	RDO (flexible)
Monday	March 26	RDO (flexible)
Friday	April 6	No Work Public Holiday
Saturday	April 7	No Work Saturday
Sunday	April 8	No Work Sunday
Monday	April 9	No Work Public Holiday
Tuesday	April 10	RDO (fixed)
Wednesday	April 25	Public Holiday
Monday	April 30	RDO (flexible)
Monday	May 21	RDO (flexible)
Saturday	June 9	No Work Saturday
Sunday	June 10	No Work Sunday

Monday	June 11	No Work Public Holiday
Tuesday	June 12	RDO (fixed)
Monday	July 16	RDO (flexible)
Monday	August 13	RDO (flexible)
Monday	September 10	RDO (flexible)
Saturday	September 29	No Work Saturday
Sunday	September 30	No Work Sunday
Monday	October 1	No Work Public Holiday
Tuesday	October 2	RDO (fixed)
Monday	November 5	RDO (flexible)
Saturday	December 1	No Work Saturday
Sunday	December 2	No Work Sunday
Monday	December 3	No Work Union Picnic Day
Tuesday	December 4	RDO (fixed)
Tuesday	December 25	Public Holiday
Wednesday	December 26	Public Holiday

SITE CALENDAR 2008

Tuesday	January 1	Public Holiday
Saturday	January 26	No Work Saturday
Sunday	January 27	No Work Sunday
Monday	January 28	No Work Public Holiday
Tuesday	January 29	RDO (fixed)
Monday	February 25	RDO (flexible)
Friday	March 21	No Work Public Holiday
Saturday	March 22	No Work Saturday
Sunday	March 23	No Work Sunday
Monday	March 24	No Work Public Holiday
Tuesday	March 25	RDO (fixed)
Thursday	April 24	RDO (fixed)
Friday	April 25	No Work Public Holiday
Saturday	April 26	No Work Saturday
Sunday	April 27	No Work Sunday
Monday	May 26	RDO (flexible)
Saturday	June 7	No Work Saturday
Sunday	June 8	No Work Sunday
Monday	June 9	No Work Public Holiday
Tuesday	June 10	RDO (fixed)
Monday	July 21	RDO (flexible)
Monday	August 18	RDO (flexible)
Monday	September 15	RDO (flexible)

Saturday	October 4	No Work Saturday
Sunday	October 5	No Work Sunday
Monday	October 6	No Work Public Holiday
Tuesday	October 7	RDO (fixed)
Monday	November 10	RDO (flexible)
Saturday	November 29	No Work Saturday
Sunday	November 30	No Work Sunday
Monday	December 1	No Work Union Picnic Day
Tuesday	December 2	RDO (fixed)
Thursday	December 25	Public Holiday
Friday	December 26	Public Holiday
Wednesday	December 31	RDO (flexible)

26. Leave Reserved

Leave is given to the parties to make application to the Industrial Relations Commission of New South Wales to amend this award in order to ensure that it complies with the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry.

ANNEXURE A

(PARTIES)

PART 1

EMPLOYERS:

A. W. Edwards Pty Limited

and any subcontractors engaged to work on the project.

PART 2

UNIONS:

Unions NSW

Construction Forestry Mining and Energy Union (New South Wales Branch)

Communication Electrical Electronic Energy Information Postal Plumbing and Allied Services Union of Australia (NSW) Branch - Plumbing Division;

Electrical Trades Union of Australia (NSW Branch)

Transport Workers Union (TWU)

Automotive Food Metals Engineering Printing & Kindred Industries Union (also known as AMWU)

ANNEXURE B

Authority to obtain details of work rights from DIMIA

EMPLOYEE DETAILS

As specified in passport or other identity document)

Family Name: _____

Given Name(s): _____

Other Name(s) used (e.g. maiden name): _____

Date of Birth: _____

Nationality: _____

Passport Number: _____

Visa Number: _____

Visa Expiry Date: _____

I authorise the Department of Immigration and Multicultural and Indigenous Affairs (DIMIA) to release the details of my work rights status (that is, my entitlement to work legally in Australia) to the named employer/ labour supplier and a representative of a principal contractor and authorised trade union officer on request.

I understand that these details are held by DIMIA on departmental files and computer systems. I also understand that the employer / labour supplier will use this information for the purposes of establishing my legal entitlement to work in Australia, and for no other purpose

Employee Signature: _____

Date: _____

EMPLOYER/LABOUR SUPPLIER DETAILS

Business Name: _____

Business Street Address: _____

Type of Business: _____

Name of Contact Person: _____

Telephone: _____

Fax: _____

Note that the employee's work rights status will be sent directly to the fax number given above. Please ensure that this number is correct

THE COMPLETED FORM SHOULD BE FAXED TO 1800 505 550

IF ALL DETAILS MATCH WITH OUR RECORDS, THE EMPLOYEE'S WORK RIGHTS STATUS WILL BE FAXED TO YOU WITHIN ONE WORKING DAY.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

(1814)

SERIAL C3775**AUSTRALIAN INLAND CONSENT AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Barrier Industrial Council.

(No. IRC 1911 of 2005)

Before Mr Deputy President Sams

19 April 2005

AWARD**Arrangement**

Clause No. Subject Matter

Definitions

1. Anti-Discrimination
2. Coverage and Parties
3. Date and Period of Operation
4. Objectives
5. Future Negotiations
6. Collective Enterprise Awards
7. Consultative Process
8. Consultative Committees
9. Introduction of Change
10. Unions 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. Special Leave [Water Division]

40. Accident Pay
41. Travelling Time and Fares
42. Drivers Licences
43. Private Motor Vehicle - Allowances
44. Trade Unions Leave
45. Training
46. Apprentices/Trainees
47. Living Away
48. Camping
49. First Aid Allowance
50. Leading Hand Allowance
51. Tools
52. Area Climate Allowance (BEL, ASU)
53. Aircraft Allowance (BH Electricity & BEL)
54. Climbing Allowance (BH Electricity & BEL)
55. Uniforms/Protective Clothing
56. Wet Weather and Extreme Conditions
57. Outsourcing
58. No Extra Claims
59. Leave Reserved
60. Classifications and Rates of Pay
61. Allowances - Table 1 Part B
62. Appendix 1
63. Appendix 2
64. Appendix 3
65. Appendix 4
66. Appendix 5
67. Appendix 6
68. Appendix 7 - Classifications And Rates Of Pay

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 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 Unions 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 New South Wales *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 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 Award shall apply to Australian Inland and its employees.
- (ii) This Award governs all employment, wages, and conditions of the employees to whom this Award applies and takes precedence and overrides any previous award, agreement or contract.
- (iii) This Award shall be registered in the Industrial Relations Commission of New South Wales as the "Australian Inland Consent Award 2004". The parties are Australian Inland the Construction, Forestry, Mining and Energy Union, Mining and General Division (South Western District) NSW Branch, South Western District Balranald Energy Lodge, Shop Distributive and Allied Employees Association South Australia Broken Hill Branch (SDA), Broken Hill Town Employees' Union (TEU) and Australian Services Union (ASU) affiliated with the Barrier Industrial Council.
- (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. Date and Period of Operation

This Award shall commence on 1st January 2004 and shall expire on 31st December 2005 (2 year Award).

4. Objectives

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

- (i) Australian Inland's 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 Inland's 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 Inland's policies with a view to maximising job security.

5. Future Negotiations

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

6. Collective Enterprise Awards

AI is committed to collective bargaining and will not enter into individual employment contracts with employees covered by this Award without the agreement of the Union 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 Award relating to consultation (refer to clause 7).

7. Consultative Process

The parties concerned will use this consultative process where alternatives to this 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 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 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 Award, addressing difficulties or impediments to the achievement of those objectives, and developing alternative arrangements permitted under this 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 Inland'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.
- (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 sub clause, consultation means the parties will consult and confer. Nothing in this sub clause 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 Unions 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 Unions 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 from 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 Unions.
- (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 (e.g. 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 Awards and arrangements negotiated with Australian Inland set out in writing, and for these Awards and arrangements to be provided to delegates on request.

11. Grievance 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 Unions, 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 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 Committee's 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. The appeals committee will be independent of the investigation committee (as described in 12 (v) above).
- (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 Award.
 - (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 Inland's 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. Unless otherwise mutually agreed between the employer and the employee, the minimum number of days to be worked per week under this clause is two (2).

- (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 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. At the expiration of that period, work requirements will be reviewed in consultation with the Unions.
- (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

Refer CL: 59 - Leave Reserved

- (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.
- (v) Casual employees required to work on a penalty shift or public holiday shall be paid the appropriate penalty in addition to their casual rate of pay.

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.
- (iii) Recognition for time served whilst undertaking an apprenticeship or traineeship - refer to clause 34.8 (viii).

18. Appointments and Grading

Refer CL: 59 - Leave Reserved.

- (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 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 19 (ii) of this 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

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. This is subject to mutual Award by both parties.

1. 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 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 Award, standard hours are hours worked between:

0755 to 1600 hours (water division),
0730 to 1512 (electricity northern division)
0730 to 1615 (electricity southern division)
0715 to 1700 (ASU field staff)
0800 to 1600 (ASU administration staff)
0830 to 1730 (northern administration staff - RDO)
0830 to 1642 (northern administration staff No RDO)

Mondays to Fridays inclusive subject to starting and finishing times. This spread of hours (standard 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 worked between 0830 - 1642 hours.
- (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 Inland's 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 6.30a.m. to 6.30p.m. Monday to Friday inclusive. All hours worked outside of the spread of ordinary hours will be overtime (Refer Clause 27).
- (c) Standard core hours of work for administration staff utilising flexitime will be 8.00a.m. to 4.00p.m. or 9.00a.m. to 5.00p.m., with a 48 minute lunch break taken between 12.00 noon and 2.00p.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 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 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 0755 to 1600.
- (iv) Employees working shifts (shift workers only), 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, i.e. 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

(Refer Cl: 59 - Leave Reserved).

- (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 be 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 before arrival at home. 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 1 of Table 1 of Part B of this 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 (electricity northern division, BEL & ASU), 3.6 hours at double ordinary time rate of pay (water division).

(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 1 of Table 1 of Part B of this 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 1 of Table 1 of Part B of this 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 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 (where applicable) 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 item 1 Part B table 1 - Allowances shall apply (this does not apply to changing of set rosters at employees request). The short notice has to be approved by the responsible supervisor before the replacement is made.

(xxiii) Menindee and Wilcannia (Electricity Northern Division)

Employees required to work at Menindee or Wilcannia shall, if required to remain on continuous stand-by for three (3) weeks, be relieved for one (1) day either at weekends or during the normal working week whichever is mutually satisfactory.

(xxiii) Standby (Water Division)

A daily allowance will be paid to employees who are required to "Stand-by": holding themselves available for duty, and shall be paid whether or not the employees are called in to work.

Employees shall perform stand-by duties as directed, but shall be given reasonable notice. Stand-by shall be arranged by roster within each workgroup. Such employees shall ensure that they can be contacted and can respond to a request to attend to duties while they are on stand-by, in a manner satisfactory to Australian Inland.

Weekday	12 midnight to 8.00 am 4.00 pm to 12 midnight.	1 hour at the base hourly rate. 1 hour at the base hourly rate
Public holiday		8 hours at the base hourly rate.
Weekend	midnight Friday to midnight Sunday	8 hours per day at the base hourly rate.

25. Payment

- (i) Employees shall be paid fortnightly and their pay shall be transferred to each employee's nominated bank, building society or credit Unions 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 reserves 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 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. This amount may be increased to 40% based on the employees remaining tenure within the organisation and will be on a case for case basis.
- (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 (actual hours worked) 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 (e.g. 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 one hour (1) 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.

(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 Inland's 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 Award, 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 2 of Table 1 of Part B of this 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 2 of Table 1 of Part B of this 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 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 31 (iii) (a) of this 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 31 (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 Inland's 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.
SDA Administration @ 1 April 1994.
ASU/MEU @ 1 November 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.

Lesser periods will be considered on a case by case basis provided satisfactory medical evidence is available.

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 Inland's 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, parent in-laws, 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 weeks annual leave plus one additional week for being based in the Western Division).
- (ii) BIC electricity and ASU 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) Annual leave loading of 17.5% will be paid on the annual leave entitlement for BH Electricity, SDA Administration and Water division employees.
- (iv) Annual leave loading of 17.5% will be paid to employees who are discharged from Australian Inlands service on the accumulated annual leave entitlement for staff as entitled in (iii) above.
- (v) All employees on leaving or being discharged from Australian Inland's service shall receive payment in lieu of annual leave pro rata according to the time worked.
- (vi) Annual leave entitlements shall be taken as soon as practicable after they fall due, subject to approval and by mutual agreement.
- (vii) Paid time lost as a result of accident shall be regarded as time worked for the purpose of calculating annual leave.
- (viii) Employees taking their annual leave shall give one month's notice (wherever practicable) prior to date of holidays.
- (ix) Shift workers - Employees required to perform regular rostered shiftwork shall be entitled to 6 weeks annual leave.
- (x) 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.
- (xi) Payment made under this clause [for water division employees] will be based on the employee's personal average earnings for the preceding year excluding allowances but including overtime. (refer CL: 59 - Leave Reserved).
- (xii) Payment for BH Electricity, BEL, ASU and SDA Administration employees will be made at their current hourly rate.

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	13 weeks
Between 10 and 15 years	1.7 weeks/year
Between 15 and 20 years	2.7 weeks/year
After 20 years	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 Award 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, 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 Inland's 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 de facto 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. Payment will not be made for a public holiday that falls on a weekend where the employee does not work.
- (b) The Australian Inland employees' Unions 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, same sex partner, a child or an adult child an adopted child, a step child or an ex nuptial child, parent, parent in-laws, grandparent, grandchild or sibling of the employee.
- (iii) 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. Special Leave (Water Division)

- (xiii) Employees shall have any untaken special leave accumulated in accordance with (BHWB Wages Award) preserved at the date of effect of this Award.
- (xiv) Special leave is not payable on termination.
- (xv) Employees shall have access to their preserved special leave, in addition to:
- Leave specified in Cl.32 Personal Carer's leave;
- Leave specified in Cl.35 Parental leave;
- Leave specified in Cl.38 Bereavement leave; and
- As granted for family or community service responsibilities.

40. 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.
- (iv) 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.
- (v) 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.

41. 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 employee's 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.

42. Drivers Licences

(i) An employee required by Australian Inland to hold a motor vehicle driver's licence or motorcycle riders licence, shall be reimbursed the annual cost of the licence.

(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 any special licences, shall be reimbursed the annual cost of the licence.
- (vi) Where on-going necessary AI duties require employees to possess Classes HR (3B) and HC (5A) licences, those employees will be paid a weekly allowance as per item 3 Table 1 Part B Allowances. An employee cannot receive allowances for both HR and HC licences. (Water Division)

43. 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 insurance 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.

44. Trade Union Leave

- (i) An employee may make application to Australian Inland for paid leave to attend Trade Union courses/conferences.

Australian Inland's 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 and sufficient notice being given (refer sub clause (c)).
- (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.

45. 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 employee's normal hours of work.

46. 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 Award.

- (iii) Wages

Apprentices and trainees employed by Australian Inland or under arrangements with a third party shall be paid the minimum apprentice training wage as set out in this 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.

47. 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 4 table 1 Part B of this 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 4 table 1 Part B of this 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.

48. 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 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 47. 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.

49. 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 Award. (BEL)

50. 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 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 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.
- (v) An employee designated as supervising leading hand shall receive the line worker classification of Supervising leading Hand set out in the attached wages schedule of this Award.

51. 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.
- (v) [BEL] members who supply their own tools, are to receive a tool allowance as set out in item 8 Table 1 Part B Allowances of this Award.

52. Area Climate Allowance (BEL, ASU)

- (i) Employees working within the area of supply of Australian Inland shall be paid a daily allowance as set in item 9 of Table 1 in Part B of this 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.

53. Aircraft Allowance (BH Electricity, ASU & BEL)

- (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 10 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.

54. Climbing Allowance (BH Electricity, ASU & BEL)

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 11 of Table 1 of Part B - Allowances

55. 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.

56. 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 agreement between AI and the employees concerned.

57. 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 Unions, 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 Union, 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.

- (vi) 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.
- (vii) 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.
- (viii) Have in place an Award with the relevant Union except where the Contractor is a Sole Trader with no employees.
- (ix) Where an employee's position is no longer required the position holder shall be subject to the provisions of the Salary Maintenance Policy.

58. No Extra Claims

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

59. Leave Reserved

Appointments and Gradings

Casual Loading

Allowances

Mixed Duties and Functions

On Call / Standing By

Average Earnings (Water Division)

60. 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) During the life of this Award, the parties through negotiation and agreement may vary or simplify the structure and classification definitions.
- (iv) The weekly ordinary rates of pay for Balranald Energy Lodge (BEL) and ASU staff contain a 1.35% component in lieu of an annual leave loading.

(v) Classifications and rates of pay for Union members party to this Award are set out in Appendix 7.

61. Allowances

PART B

Table 1

Allowances Increase in Line with Wage % Increases Inclusive of 2% paid 03/07/04.

	Clause	Allowance	BEL \$	BHE Division \$	Water Division \$	ASU/MEU \$
1	24 ix	On call (week being 7 days)	240.00 PW	240.00 PW		240.00 PW
	ix	On Call Weekday	32.00 PD	32.00 PD		32.00 PD
	ix	On Call Weekend	40.00 PD	40.00 PD		40.00 PD
	xxii	On Call Short Notice	40.00 PD	40.00 PD		40.00 PD
	xiii	On call duty officer	240.00 PW	240.00 PW		240.00 PW
	xv	Officer in Charge	240.00 PW	240.00 PW		240.00 PW
2	29 (v) (e) (iv) (b)	Meal – Overtime Crib Time	20.55 PM	20.55 PM	20.55 PM 6.16 PD	20.55 PM
3	42 vi	License HC (5A)			5.66 PW	
		License HR (3B)			4.40 PW	
4	47 (i) a	Living Away - Breakfast	16.40 PD	16.40 PD	16.40 PD	16.40 PD
		Living Away - Lunch	18.75 PD	18.75 PD	18.75 PD	18.75 PD
		Living Away - Dinner	32.40 PD	32.40 PD	32.40 PD	32.40 PD
	(i) c	Living Away	27.98 PD	24.41 PD	9.95 PD	9.95 PD
5	48 (i)	Camping	23.71 PD		31.71 PD	31.71 PD
6	49 (ii)	First Aid	5.27 PW			1.83 PD
7	50(ii)	Leading Hand	0.96 PH	0.88 PH	0.61 PH	0.93 PH
8	51 (v)	Tools	7.96 PW			
9	52 (i)	Area Climatic Allowance	1.19 PD			1.03 PD
10	53 (i)	Aircraft Allowance	10.61 PD	10.61 PD		11.43 PD
11	54 (i)	Climbing Allowance	16.99 PD	16.99 PD		16.99 PD
		Miscellaneous				
	Appendix 6	Lead Bonus		2.73 PH	2.73 PH	
		Powder Monkey		5.68 PD	7.06 PW	
		Bitumen Cold Mix			4.08 PD	
		Confined Space		4.24 PH	4.24 PH	
		Dirty Work		0.17 PH	1.09 PH	
		Dangerous Substance			6.17 PD	
		Dirty Dangerous Conditions				8.86 PW
		Height			3.42 PD	
		Sewer Access Chamber			12.83 PD	
		Welding Galvanised Steel			2.82 PD	
		Towing		6.50 PD		
		Semi Trailer – two axle		5.86 PD		
		Shift – Morning			5%	5.87 PS
		Shift – Afternoon			15%	12.57 PS
		Shift – Night			17.5%	12.57 PS
		Plant Operator		7.62 PD		
		Phone Answering	42.14 PW			

Allowances Inclusive of 5% @ 01/01/05

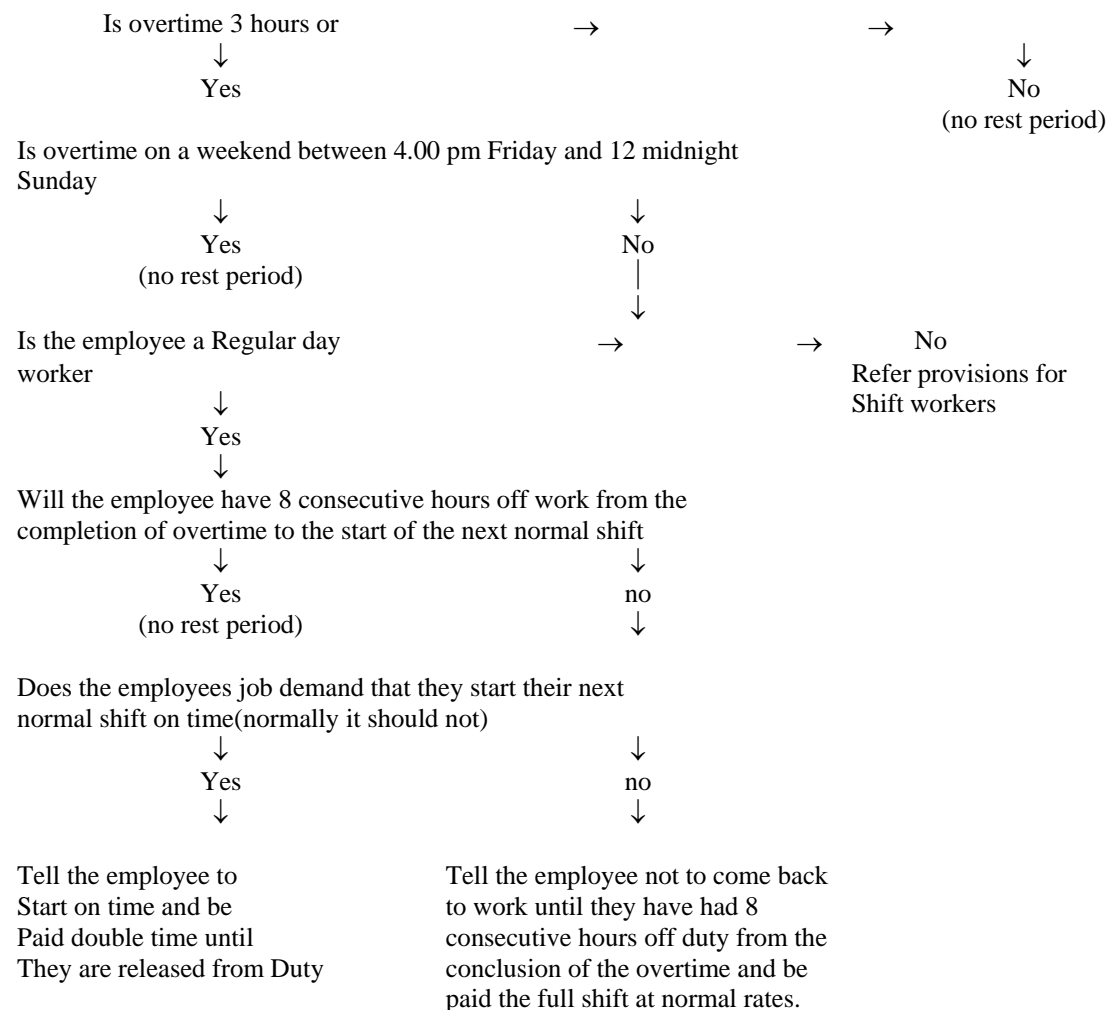
	Clause	Allowance	BEL	BHE	Water	ASU/MEU
				Division	Division	
			\$	\$	\$	\$
1	24 ix	On call (week being 7 days)	252.00 PW	252.00 PW		252.00 PW
	ix	On Call Weekday	33.60 PD	33.60 PD		33.60 PD
	ix	On Call Weekend	42.00 PD	42.00 PD		42.00 PD
	xxii	On Call Short Notice	42.00 PD	42.00 PD		42.00 PD
	xiii	On call duty officer	252.00 PW	252.00 PW		252.00 PW
	xv	Officer in Charge	252.00 PW	252.00 PW		252.00 PW
2	29 (v) (e)	Meal – Overtime	21.58 PM	21.58 PM	21.58 PM	21.58 PM
	(iv) (b)	Crib Time			6.47 PD	
3	42 vi	License HC (5A)			5.94 PW	
		License HR (3B)			4.62 PW	
4	47 (i) a	Living Away - Breakfast	17.22 PD	17.22 PD	17.22 PD	17.22 PD
		Living Away - Lunch	19.70 PD	19.70 PD	19.70PD	19.70 PD
		Living Away - Dinner	34.00 PD	34.00 PD	34.00 PD	34.00 PD
	(i) c	Living Away	29.38 PD	25.63 PD	10.45 PD	10.45 PD
5	48 (i)	Camping	24.90 PD		33.30 PD	33.30 PD
6	49 (ii)	First Aid	5.53 PW			1.92 PD
7	50(ii)	Leading Hand	1.00 PH	0.92 PH	0.64 PH	0.98 PH
8	51 (v)	Tools	8.36 PW			
9	52 (i)	Area Climatic Allowance	1.25 PD			1.08 PD
10	53 (i)	Aircraft Allowance	11.14 PD	11.14 PD		12.00 PD
11	54 (i)	Climbing Allowance	17.84 PD	17.84 PD		17.84 PD
		Miscellaneous				
	Appendix 6	Lead Bonus		2.87 PH	2.87 PH	
		Powder Monkey		5.96 PD	7.41 PD	
		Bitumen Cold Mix			4.28 PD	
		Confined Space		4.45 PH	4.45 PH	
		Dirty Work		0.18 PH	1.14 PH	
		Dangerous Substance			6.48 PH	
		Dirty Dangerous Conditions				9.30 PW
		Height			3.59 PD	
		Sewer Access Chamber			13.47 PD	
		Welding Galvanised Steel			2.96 PD	
		Towing		6.83 PD		
		Semi Trailer - two axle		6.15 PD		
		Shift - Morning			5%	6.16 PS
		Shift - Afternoon			15%	13.20 PS
		Shift - Night			17.5%	13.20 PS
		Plant Operator		8.00 PD		
		Phone Answering	44.25 PW			

62. 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 (e.g. 8.00am) on their next standard working day.

OVERTIME IS WORKED



63. 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, (e.g. 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 (e.g. 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 Inland's 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 independent employee representative nominated by the other members of the Sick and Personal Carer's Leave Committee;

A nominated Union official representing the relevant employee, as agreed by the Union.

For Individual Case Management Review, the Relevant Manager and Union Official Will be Involved.

64. 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.

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.

Balance of the 52 weeks entitlement unpaid.

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 entitlement 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.

65. Appendix 4

Calculation for Redundancy Entitlement

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

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

66. 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.

67. Appendix 6

Miscellaneous Allowances

Lead Bonus (BH Electricity - Water Division)

Where work is performed for a Mining Company, on works belonging to the Mining Company on their Mine Lease, employees will be paid the Lead Bonus set by the Australian Inland, on an hourly basis. Such payment will not apply when employees carry out normal duties in connection with works of water supply and sewerage for which AI is responsible.

Powderman's Certificate (BH Electricity - Water Division)

Employees required by their duties to possess a Powderman certificate of competency issued by the Workcover Authority of NSW, will be paid a weekly allowance subject to the following:

The allowance to be paid for the full week whether it is used each day or not.

Where an employee works part of a week, payment will be for the full week.

The allowance will not be paid when the employee is on leave of any type for the full week, and no pro-rata payment of the allowance will be made for overtime worked.

Confined Space (BH Electricity - Water Division)

Employees will receive a daily allowance for each day, or part of a day, they are required to perform construction, maintenance and repair jobs in a confined space.

Dirty Work (BH Electricity - Water Division)

An allowance will be paid to employees required to:-

- (1) work in the sedimentation and flocculation tanks at Mica Street Water Treatment Plant when the tanks are empty and repairs are undertaken;
- (2) work in the suction tunnel at the Stephens Creek Pumping Station;
- (3) internally clean fuel storages;
- (4) internally clean service reservoirs and/or balance tanks;
- (5) internally clean and/or repair sewerage settling and sludge digesting tanks (as distinct from sewerage pump wells);
- (6) clean and oil shutters;

- (7) work in sewerage pump wells (wet or dry) or in any situation where the employee comes in direct contact with sewage matter.
- (8) work on equipment or plant contaminated with sewage matter.
- (9) work in situations such that the employee is unable to arrange adequate protection (e.g. water proof boots) from excessively wet or muddy conditions;
- (10) pull down dirty ceilings or roofing.

Note: This allowance is not payable for items (1) to (9) above, when organic dirt allowance is paid.

Dangerous Substance (Water Division)

A daily allowance will be paid to employees for each day, or part of a day, they are required to work with dangerous substances. The allowance applies where the nature of the work requires the employee to wear protective clothing, including respiratory masks, or fresh air supplied helmet.

Height (Water Division)

Employees working in places 7.62 metres (25 feet) above the ground in a location where there is no adequate and safe fixed support shall be paid an allowance per hour, with a minimum payment per day. Australian Inland shall provide adequate and safe scaffolding.

Sewerage Access Chamber Reconstruction (Water Division)

A daily allowance shall be paid to members of the construction gang only while engaged on sewerage access chamber reconstruction.

This allowance applies only where appropriate conditions exist, i.e. splashing with sewage and sewer gases, and does not apply in the case of new construction.

Welding Galvanised Steel (Water Division)

A daily allowance will be paid to employees welding galvanised coated steel.

Towing (BH Electricity)

An employee required to drive a vehicle towing another vehicle shall receive an allowance.

Semi-Trailer two axle (BH Electricity)

An employee required to drive a semi-trailer shall receive an allowance where the semi-trailer has two axles.

Shift Allowances (Water Division)

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

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

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

Plant Operator (BH Electricity)

An employee required to drive a vehicle towing another vehicle shall receive an allowance, provided it is understood that when plant operating is not available to be carried out the operator will be required to undertake whatever work is allocated to him by the supervisor.

Telephone Allowance (BEL)

Employees who are required to provide a telephone at their home for the purpose of Australian Inland business, shall be given an allowance, as set out in Table 1 Part B - Miscellaneous Allowances.

68. Appendix 7

Classifications and Rates of Pay

ASU

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
1	997.33	1027.25	1047.79	1100.18
2	1050.09	1081.59	1103.22	1158.38
3	1098.94	1131.91	1154.54	1212.27
4	1158.60	1193.36	1217.23	1278.09
5	1221.39	1258.03	1283.19	1347.35
6	1272.06	1310.23	1336.43	1403.25

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

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

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
1	1147.27	1181.68	1205.32	1265.58
2	1312.45	1351.82	1378.86	1447.80
3	1390.87	1432.59	1461.25	1534.31
4	1524.65	1570.39	1601.80	1681.89
5	1607.50	1655.73	1688.84	1773.28

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
1	951.34	979.88	999.48	1049.46
2	997.07	1026.98	1047.52	1099.90
3	1046.96	1078.37	1099.94	1154.93
4	1089.69	1122.38	1144.83	1202.07
5	1137.63	1171.76	1195.19	1254.95
6	1169.67	1204.76	1228.86	1290.30
7	1231.29	1268.23	1293.59	1358.27
8	1283.66	1322.17	1348.61	1416.04

9	1338.11	1378.25	1405.82	1476.11
10	1391.52	1433.26	1461.93	1535.03

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

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

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 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 linework or other qualification recognised under the Overhead Lineworkers 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
1	669.05	689.13	702.91	738.05
2	703.18	724.28	738.77	775.70
3	770.66	793.78	809.66	850.14
4	821.08	845.71	862.62	905.75
5	857.42	883.14	900.81	945.85
5L/H	892.68	919.46	937.85	984.74
6	895.46	922.32	940.77	987.81
6L/H	928.22	956.07	975.19	1023.95
Sup L/H	N/A	1009.08	1029.26	1080.72

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
1	662.54	682.42	696.07	730.87
2	703.18	724.28	738.77	775.70
3	723.77	745.48	760.39	798.41
4	739.01	761.18	776.40	815.22

5	762.85	785.73	801.45	841.52
6	785.51	809.09	825.26	866.52

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.

ASU (BHWB) Salaried Officers

Grade	Level	2% Weekly 01-Jul- 04	Hourly Rate 36	Annual	5 % Weekly 01-Jan-05	Hourly Rate 36	Annual 52.178
Grade 1	1	666.98	18.5273	34802	700.33	19.4536	36542
	2	682.77	18.9658	35625	716.91	19.9140	37407
	3	698.94	19.4149	36469	733.88	20.3856	38293
	4	715.51	19.8752	37334	751.28	20.8689	39200
	5	732.48	20.3467	38219	769.10	21.3640	40130
Grade 2	1	756.68	21.0189	39482	794.52	22.0699	41456
	2	774.70	21.5195	40422	813.44	22.5955	42444
	3	793.15	22.0318	41385	832.80	23.1334	43454
	4	812.07	22.5576	42372	852.68	23.6854	44491
	5	831.46	23.0962	43384	873.04	24.2510	45553
Grade 3	1	847.45	23.5403	44218	889.82	24.7173	46429
	2	867.68	24.1023	45274	911.07	25.3075	47538
	3	888.48	24.6801	46359	932.91	25.9141	48677
	4	909.81	25.2724	47472	955.30	26.5360	49845
	5	931.63	25.8787	48611	978.21	27.1726	51041
Grade 4	1	948.91	26.3585	49512	996.35	27.6765	51988
	2	971.72	26.9922	50702	1020.31	28.3418	53238
	3	995.10	27.6416	51922	1044.85	29.0237	54518
	4	1019.08	28.3077	53173	1070.03	29.7231	55832
	5	1043.64	28.9900	54455	1095.82	30.4395	57178
Grade 5	1	1066.39	29.6220	55642	1119.71	31.1031	58424
	2	1092.15	30.3374	56986	1146.75	31.8543	59835
	3	1118.52	31.0701	58362	1174.45	32.6236	61280
	4	1145.58	31.8218	59774	1202.86	33.4128	62763
	5	1173.31	32.5919	61221	1231.97	34.2215	64282
Grade 6	1	1200.17	33.3380	62622	1260.18	35.0049	65754
	2	1229.28	34.1468	64142	1290.75	35.8541	67349
	3	1259.10	34.9751	65697	1322.06	36.7238	68982
	4	1289.71	35.8252	67294	1354.19	37.6165	70659
	5	1320.98	36.6938	68926	1387.03	38.5285	72372
Grade 7	1	1334.95	37.0819	69655	1401.70	38.9360	73138
	2	1367.43	37.9841	71350	1435.80	39.8833	74917
	3	1400.71	38.9086	73086	1470.75	40.8540	76741
	4	1434.80	39.8555	74865	1506.54	41.8483	78608
	5	1469.77	40.8270	76690	1543.26	42.8684	80524

Water Wage Employees

Classification	Work Group		Weekly Rate 36 Hours	Weekly 01/01/05 5%		
Trades	Electrical	1	872.95	916.60		
		2	888.52	932.94		
		3	905.08	950.33		
		4	954.83	1002.57		
		5	996.34	1046.15		
		Technical Officer	1078.23	1132.14		
		Sup L/H 1	1053.87	1106.56		
		Sup L/H 2	1083.52	1137.69		
		Sup L/H 3	1111.40	1166.97		
		Trades	Other	1	858.29	901.20
2	875.15			918.91		
3	891.89			936.48		
4	941.60			988.69		
5	983.29			1032.46		
Sup L/H 1	1031.73			1083.32		
Sup L/H 2	1056.39			1109.21		
Sup L/H 3	1081.67			1135.75		
Trades	Plumbers			1	858.26	901.18
				2	882.51	926.63
		3	898.65	943.59		
		4	901.88	946.97		
		5	906.57	951.90		
		6	941.60	988.69		
		Sewer	Non Trades	1	780.97	820.02
		2	804.89	845.13		
		3	821.17	862.23		
		4	824.25	865.46		
		5	829.23	870.69		
		6	966.85	1015.20		
Water Reticulation						
Construct/Watching		1	707.62	743.00		
		2	731.53	768.11		
		3	747.83	785.22		
		4	750.89	788.44		
		5 Shift Supervisor	816.88	857.72		
		6 Sup L/H	893.50	938.18		
Stores		1	707.62	743.00		
		2	738.13	775.04		
		3	747.83	785.22		
		4	783.47	822.64		
		5	893.50	938.18		
WPT		1/1	754.42	792.14		
		1/2	769.52	807.99		
		2/1	782.35	821.46		
		2/2	797.99	837.89		
		2 L/H	869.99	913.49		
		3/1	840.74	882.78		
		3/2	857.55	900.42		
		3 L/H	945.84	993.13		
		4/1	904.21	949.42		
		4/2	922.29	968.40		
		Senior L/H 1	1031.73	1083.32		
		Senior L/H 2	1056.39	1109.21		

Balranald Energy Lodge

Classification	Grade/Level	Weekly 04/07/04 2%	Weekly 02/01/05 5%
Stores Supervisor	1/1	781.94	821.04
	'1/2	805.56	845.83
	1/3	841.72	883.81
	'1/4	873.14	916.80
	1/5	895.50	940.27
	1/6	918.88	964.82
	2/1	947.31	994.67
	2/2	973.88	1022.58
	3/1	1004.60	1054.83
	3/2	1031.78	1083.37
Foreman	1/1	959.09	1007.04
	'1/2	979.81	1028.80
	1/3	993.84	1043.53
	2/2	1018.93	1069.88
	3/1	1040.60	1092.63
	3/2	1068.32	1121.74
Electrical Worker	1	694.66	729.39
	1 L/H	740.47	777.50
	2	710.03	745.53
	2 L/H	755.84	793.63
	3	725.46	761.73
	3 L/H	771.28	809.84
	4	753.44	791.11
	4 L/H	799.27	839.23
	5	777.19	816.05
	5 L/H	821.47	862.55
	6	791.85	831.44
	6 L/H	837.67	879.56
	Electrical Technician	1	761.57
1 L/H		851.40	893.97
2		829.40	870.87
2 L/H		875.21	918.97
3		849.51	891.98
3 L/H		895.33	940.10
4		869.16	912.61
4 L/H		914.98	960.73
5		890.75	935.28
5 L/H		936.58	983.40
6		914.10	959.81
6 L/H		959.96	1007.95
7		935.69	982.48
7 L/H		981.51	1030.59
8		959.09	1007.04
8 L/H	1004.89	1055.13	
9	979.80	1028.79	
9 L/H	1025.63	1076.91	
Line Worker	Trainee (Adult)	716.94	752.79
	1	753.44	791.11
	1 L/H	799.27	839.23
	2	791.85	831.44
	2 L/H	837.67	879.56
	3	825.74	867.03
3 L/H	871.56	915.14	

	4	847.56	889.94
	4 L/H	893.38	938.05
	5	879.91	923.91
	5 L/H	925.73	972.01
	6	897.98	942.88
	6 L/H	943.81	991.00
	Supervising L/H	1029.07	1080.53
Supervisory Technical	1	961.04	1009.09
Support Officer	2	1007.23	1057.59
	3	1057.63	1110.51
	4	1100.80	1155.84
	5	1149.22	1206.68
	6	1181.60	1240.68

BIC Employees

Classification	Grade/Level	Weekly 36	Weekly 02/01/05 5%
Clerical Officers	1/1	494.15	518.86
	1/2	553.15	580.81
	1/3	611.00	641.55
	1/4	737.31	774.18
	2/1	746.72	784.05
	2/2	766.43	804.75
	2/3	823.76	864.95
	2/4	857.37	900.24
	2/5	878.26	922.18
	2/6	906.03	951.34
	2/7	925.62	971.90
	2/8	973.88	1022.57
	3/1	1016.90	1067.74
	3/2	1054.18	1106.89
	4/1	1078.18	1132.09
	4/2	1102.61	1157.74
	5/1	1117.37	1173.24
	5/2	1141.08	1198.14
	5/3	1181.72	1240.80
Admin Officers	1/1	1180.24	1239.26
	1/2	1210.25	1270.77
	2/1	1244.07	1306.28
	2/2	1279.31	1343.28
	3/1	1309.24	1374.71
	3/2	1334.12	1400.83
	4/1	1364.98	1433.23
	4/2	1383.71	1452.90
	5/1	1433.13	1504.78
	5/2	1474.11	1547.82
	6/1	1502.07	1577.18
	6/2	1517.70	1593.59
Meter Readers	1	868.12	911.53
	2	903.22	944.38
	3	941.73	988.82
Handyperson	1	777.20	816.07
	2	846.01	888.31
	3	896.81	941.65

Stores	1	816.76	857.60
	2	837.05	878.90
	3	871.55	915.13
	4	901.53	946.61
	5	922.79	968.93
	6	945.08	992.34
	7	972.20	1020.82
	8	997.49	1047.37
	Supervisor	1059.94	1112.94
Electrical Technicians	1	837.08	878.94
	2	859.82	902.81
	3	897.67	942.55
	4	944.35	991.57
	5	991.05	1040.60
	6	1037.73	1089.62
	7	1084.42	1138.64
	8	1131.11	1187.67
	9	1202.44	1262.56
	9 L/H	1243.28	1305.45
Line -worker	Trainee	757.62	795.50
	1	823.97	865.16
	2	860.27	903.28
	3	877.07	920.93
	4	907.89	953.29
	5	956.01	1003.81
	5 L/H	1009.28	1059.74
	6	992.80	1042.44
	6 L/H	1046.09	1098.39
	Supervising L/H	1131.11	1187.66
Electrical Worker	1	731.36	767.93
	2	745.92	783.22
	3	760.67	798.70
	4	787.31	826.67
	5	816.76	857.60
	6	871.54	915.11
	7	883.04	927.19
IT	1	1113.53	1169.21
	1A	1195.60	1255.38
	2	1305.41	1370.68
	3	1365.16	1433.42
	4	1463.54	1536.71
	5	1567.27	1645.63
	6	1638.31	1720.22
	7	1691.09	1775.64
	8	1744.19	1831.40
Technical Officer	1/1	1168.48	1226.91
	1/2	1196.06	1255.85
	1/3	1219.77	1280.76
	1/4	1250.25	1312.76
	2/1	1278.00	1341.90
	2/2	1305.58	1370.86
	3/1	1337.59	1404.47
	3/2	1358.42	1426.34
	4/1	1389.47	1458.94
	4/2	1415.31	1486.07

Apprentices	1st Year	446.43	468.75
	2nd Year	526.64	552.98
	3rd Year	605.52	635.80
	4th Year	685.97	720.27

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(619)

SERIAL C3647

STOREMEN AND PACKERS BOND AND FREE STORES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch, industrial organisation of employees.

(No. IRC 4853 of 2004)

Before Commissioner Patterson

27 August 2004

VARIATION

1. Delete subclause (ii) of clause 5A, Arbitrated Safety Net Adjustments, of the award published 9 February 2001 (322 I.G. 72), and insert in lieu thereof the following:
 - (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
 - (a) any equivalent overaward payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

2. Delete Appendix A - Minimum Award Wage Rates, of Part B, Monetary Rates, and insert in lieu thereof the following:

APPENDIX A

Minimum Award Wage Rates

Classification	Former Minimum Award Wage Rates (per week) 6 October 2003 \$	Minimum Award Wage Rates (per week) 6 October 2004 \$
Storeman & Packer Level 1	496.50	515.50
Storeman & Packer Level 2	511.50	530.50
Storeman & Packer Level 3	517.30	536.30
Storeman & Packer Level 4	535.70	554.70
Storeman & Packer Level 5	550.20	569.20

3. Delete Appendix B - Allowances and Special Rates, of the said Part B, and insert in lieu thereof the following:

APPENDIX B

Allowances and Special Rates

Item No.	Clause No.	Brief Description	Amount \$
1	2(ii)	Containerisation	14 cents per hour
2	2(ii)	Containerisation (over four hours)	1.52 per day
3	9	Meal Allowance	9.65 per meal
4	20(a)(i)	Employee in Charge (1 to 5 employees)	15.80 per week
5	20(a)(ii)	Employee in Charge (6 or more employees)	24.19 per week

6	20(b)	Single employee	17.15 per week
7	20(d)(i)	Forklift allowance	0.66 per hour
8	20(d)(ii)	Mobile/pendant crane allowance	0.85 per hour
9	20(e)	Bagged stuff exceeding 68.04 kgs	0.46 per hour
10	20(e)	Bagged stuff exceeding 81.65 kgs	0.63 per hour
11	20(f)	Handling certain materials	0.55 per hour
12	20(g)	Hazardous store work	1.22 per day
13	20(g)	Hazardous store work (hourly rate)	0.32 per hour
14	20(h)	Dirty work	0.82 per hour
15	20(i)	Dust allowance	0.55 per hour
16	24(ii)	First-aid attendant	1.97 per day

4. This variation shall take effect from the beginning of the first pay period to commence on or after 6 October 2004.

R. J. PATTERSON, Commissioner.

Printed by the authority of the Industrial Registrar.

(1244)

SERIAL C3790

MACQUARIE GENERATION EMPLOYEES (STATE) AWARD 2002

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Macquarie Generation.

(No. IRC 2722 of 2005)

Before The Honourable Mr Deputy President Harrison

8 June 2005

VARIATION

1. Delete subclauses 19.10 and 19.11 of clause 19, Sick Leave and Accident Pay, of the award published 11 August 2000 (317 I.G. 904).
2. This order shall take effect from 3 June 2005.

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

SERIAL C3686

**ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL
RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA05/209 - Limbers Electrical Services Construction Enterprise Agreement 2005**

Made Between: Limbers Electrics Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: Replaces EA01/234.

Approval and Commencement Date: Approved and commenced 17 June 2005.

Description of Employees: The agreement applies to all employees employed by Limbers Electrical Services, located at Gladesville NSW 2111, who are engaged upon construction work within the County of Cumberland, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 4 Months.

EA05/210 - Manpower Services (Australia) Pty Ltd Kimberly-Clark Ingleburn Site Enterprise Bargaining Agreement 2004

Made Between: Manpower Services (Australia) Pty Limited -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: Replaces EA03/92.

Approval and Commencement Date: Approved 30 June 2005 and commenced 30 September 2004.

Description of Employees: The agreement applies to all Electrical Trade Employees of Manpower Services (Australia) Pty Ltd who are employed by the Company at the Kimberly-Clark Ingleburn site at Williamson Road, Ingleburn and who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 36 Months.

EA05/211 - P&O Trans Australia (NSW) - Bumborah Pt Rd & Molineaux Enterprise Agreement 2005

Made Between: P&O Trans Australia (NSW) Pty Ltd -&- the Transport Workers' Union of New South Wales.

New/Variation: Replaces EA03/74.

Approval and Commencement Date: Approved 23 June 2005 and commenced 1 January 2005.

Description of Employees: The agreement applies to all employees employed by Smith Bros Trade and Transport Terminal t/a P&O Trans Australia (NSW) who fall within the coverage of the Transport Industry (State) Award.

Nominal Term: 36 Months.

EA05/212 - Freshfood Management Services Pty Ltd, Wholly Owned Subsidiary Of Freshfood Australia Holdings Pty Ltd, Enterprise Agreement 2005

Made Between: Fresh Food Services 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, National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA03/222.

Approval and Commencement Date: Approved 8 June 2005 and commenced 1 April 2005.

Description of Employees: The agreement applies to all factory employees of FreshFood Management Services Pty Ltd at the Concord site, who fall within the coverage of the Storemen & Packers, General (State) Award; Metal, Engineering & Associated Industries (State) Award; and Electricians &c. (State) Award.

Nominal Term: 24 Months.

EA05/213 - Spring - TWU New South Wales (International Mail Employees) Heads of Agreement 2005

Made Between: G3 Worldwide Mail (Australia) Pty Limited -&- the Transport Workers' Union of New South Wales.

New/Variation: Replaces EA04/27.

Approval and Commencement Date: Approved 18 May 2005 and commenced 1 May 2005.

Description of Employees: The agreement applies to all employees employed by G3 Worldwide Mail (Australia) Pty Limited, trading as Spring, located at Unit B, 200 Coward St, Mascot NSW 2020, engaged in the international mail operations and who fall within the coverage of the Transport Industry (State) Award.

Nominal Term: 24 Months.

EA05/214 - St Vincent's Private Hospital Nurses' Enterprise Agreement 2005

Made Between: St Vincent's Hospital -&- the New South Wales Nurses' Association.

New/Variation: Replaces EA02/129.

Approval and Commencement Date: Approved and commenced 7 June 2005.

Description of Employees: The agreement applies to all employees employed by St Vincent's Private Hospital Darlinghurst, located at 406, Victoria Street, Darlinghurst NSW 2010, who fall within the coverage of the Private Hospital Industry Nurses' (State) Award.

Nominal Term: 24 Months.

EA05/215 - Blue Circle Southern Cement Seven Hills Enterprise Agreement 2005

Made Between: Blue Circle Southern Cement Limited -&- The Australian Workers' Union, New South Wales .

New/Variation: Replaces EA03/221.

Approval and Commencement Date: Approved 6 July 2005 and commenced 23 March 2005.

Description of Employees: The agreement applies to employees of the Company (BCSC) only engaged as Production Operators at BCSC's plant located at Powers Rd, Seven Hills, NSW. It covers employees who fall within the coverage of the Blue Circle Packaging Plant (State) Award.

Nominal Term: 24 Months.

EA05/216 - E.L. Blue Pty Limited Banksmeadow Site Enterprise Agreement 2005

Made Between: E L Blue Pty Limited -&- the National Union of Workers, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 25 July 2005.

Description of Employees: The agreement applies to all employees employed by E.L. Blue Pty Limited, working at the Distribution Centre of Appaloosa Holdings Pty Ltd located at 2-8 McPherson Street, Banksmeadow, New South Wales, who fall within the coverage of the Storemen and Packers, General (State) Award.

Nominal Term: 24 Months.

EA05/217 - Sigma Pharmaceuticals (Baulkham Hills) Certified Agreement 2005

Made Between: Sigma Pharmaceuticals Pty Limited -&- the National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA03/195.

Approval and Commencement Date: Approved 8 July 2005 and commenced 2 February 2005.

Description of Employees: The agreement applies to all employees employed by Sigma Pharmaceuticals Pty Ltd employed at the Baulkham Hills manufacturing facility in New South Wales for who there is an appropriate classification within this agreement who fall within the coverage of the Storeman and Packers (Wholesale Drug Stores) State Award and the Drug Factories (State) Award.

Nominal Term: 24 Months.

Printed by the authority of the Industrial Registrar.